

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 City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.gov.



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

Meeting Location: Council Chambers, 305 West Third Street

January 21, 2025

Closed Session - 5:30 PM
Regular Meeting - 6:00 PM

Zoom details to call-in for public comment during a meeting:

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 873 7874 9647
3. Passcode: 845565

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.GOV.

To find out how you may provide public comment, please refer to the instructions below or at [www.https://www.oxnard.org/city-meetings/](https://www.oxnard.org/city-meetings/).

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at [Youtube.com/oxnardnews](https://www.youtube.com/oxnardnews). Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. Submit a request to speak remotely by 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org by 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
 - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

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.

Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

- a. Follow Zoom details listed above.
- b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council
CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL
2449

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 (5:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))

Name of case: Jeff Muzzin v. City of Oxnard

Workers' Compensation Case No.: ADJ14304792

Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take 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.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action

on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

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

At this time, a member of the legislative body may make a brief announcement, or make a brief report on his or her activities. Further, members of the legislative body may request to schedule consideration of whether to place an item on a future agenda. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. The member's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Minutes of the regular City Council meeting of December 17, 2024; and Minutes of the special City Council meeting of December 30, 2024.

RECOMMENDATION: That the City Council approve the minutes.

Legislative Body: City Council

Contact: Luly Lopez, (805) 385-7805

2. Finance Department

SUBJECT: Update on the Financial Corrective Action Plan (FCAP) For Closing Past Audit Findings.

RECOMMENDATION: That the City Council receive and file the update on the Financial Corrective Action Plan (FCAP) for closing past audit findings.

(Finance and Governance Committee approved 3-0 on December 10, 2024)

Legislative Body: City Council

Contact: Javier Chagoyen-Lazaro, (805) 200-5400

3. Public Works Department

SUBJECT: Public Project Agreement 32500302 with Jaynes Brothers Construction, Inc. for the Citywide Playground Replacement Project - Carty Park Specification No. PW 24-125.

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$203,063.30 in Project funds for the Citywide Playground Replacement Project - Carty Park Specification No. PW 24-125;

2. The Mayor to Execute an Agreement with Jaynes Brothers Construction, Inc. in the amount of \$169,219.30 and a Project contingency amount of \$16,922 (~10%) for a total not to exceed value of \$186,141.30 for the Project; and

3. A Project allocation amount of \$16,922 (~10%) for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Trade Service Agreement 32500347 with Premier Property Preservation, LLC for Janitorial Services at City Park Restrooms.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Premier Property Preservation, LLC for an initial term of three years from February 1, 2025, to January 31, 2028, with the option for two one-year extensions ending January 31, 2030, for a total not to exceed amount of \$1,860,000 for janitorial services at various City park restrooms.

(This item did not originate in Committee)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

L. PUBLIC HEARINGS

1. Housing Department

SUBJECT: Second Substantial Amendment to the 2023-24 Annual Action Plan. (10 minutes)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing and receive comments related to the Substantial Amendment to the Fiscal Year 2023-2024 Annual Action Plan;
2. Approve a Substantial Amendment to the 2023-2024 Annual Action Plan, reallocating Community Development Block Grant and HOME Investment Partnership Program funds;
3. Authorize the City Manager and his designees, to execute the required applications, certifications, and other pertinent documents for the submission of the Amendment to the United States Department of Housing and Urban Development;
4. Authorize the City Manager and his designees, to execute the appropriate agreements with subrecipients, and to adjust any of the funding activities, not to exceed ten percent, if the programs require more or less funding to meet their objectives; and,
5. Authorize the City Manager and his designees, to appropriate and recognize grant revenue, for HOME Investment Partnership Program (Fund 202) and Community Development Block Grant (Fund 201) funds to the proposed activities identified in this staff report.

(The Community Services, Public Safety, Housing and Development Committee approved 3-0 on December 10, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/l6jQPQ_IFY

Legislative Body: City Council

Contact: Brenda Lopez, (805) 385-8092

M. ADJOURNMENT



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.1

DATE: January 21, 2025
TO: City Council
FROM: Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org
SUBJECT: Minutes of the regular City Council meeting of December 17, 2024; and Minutes of the special City Council meeting of December 30, 2024.

RECOMMENDATION

That the City Council approve the minutes.

BACKGROUND

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, City Clerk

ATTACHMENTS

1. City Council Minutes of the Regular Meeting of 12-17-2024
2. City Council Minutes of the Special Meeting of 12-30-2024

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
December 17, 2024

A. ROLL CALL, POSTING OF AGENDA

At 5:02 p.m., Mayor Luis Mc Arthur called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 West Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Luis Mc Arthur, Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr and Gabriel Teran were present.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

No public comments.

C. CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)
Agency designated representatives: Ashley Golden, Assistant City Manager, Steve Naveau, Director of Human Resources, Jason Benites, Police Chief, and Alexander Hamilton, Fire Chief
Employee organization: Oxnard Public Safety Managers Association (OPSMA)

At 5:04 p.m., the City Council recessed into a closed. At 6:11 p.m. the City Council reconvened in an open session in the Council Chambers. Stephen Fischer, City Attorney announced that there was no action to report regarding Closed Session Item C-1.

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Ashley Golden, Assistant City Manager; Emilio Ramirez, Housing Director; and Lourdes A. López, City Clerk.

D. OPENING CEREMONIES

Mayor Pro Tem Teran led the pledge of allegiance followed by a moment of silence.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Lang Martinez (homeless advocate); Fernando Gutierrez (crime and reduction of sales tax); David Goodman (support of Mayor); Alex Ruis (newly elected Councilmembers); Lindy Levin (Ventura Road near railroad crossing); Jim Carr (Colony storm drain); Kyle Emmanuel De La Torre (safety concerns at Channel Islands and J Street); Itandehui Morales (working together); Alexis Schmidt (support for Mayor and City committees); Dan Pinedo (remember your oath); and Doug Partello (change is difficult).

F. REPORT OF THE CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

No report.

G. CITY COUNCIL COMMITTEE REPORTS

Councilman Starr: 1) attended the annual corporate meeting of the Association of Water Agencies of Ventura County and had an extensive conversation with Lynn Maulhardt. It might be worthwhile to invite Mr. Maulhardt or the United Water Conservation District's General Manager to discuss increasing the availability of water; 2) visited the intersection of Roosevelt and First Streets, where there was a traffic collision; and 3) Congratulated Pacific High School football team and would like to recognize them the team at a future City Council meeting.

Councilwoman Basua: 1) wished everyone happy holidays; and 2) would like to get an update on the property at Saviers Road and Channel Islands Boulevard.

Councilwoman Perez: 1) looks forwards to connecting with neighborhood Council Chairs; 2) announced upcoming neighborhood council meetings for District 6: December 18th for Southwinds and January 15th for Blockstock South; 3) toy distributions; and 4) annual masa distribution by Port of Hueneme.

Councilmember Perello: 1) announced upcoming neighborhood council meetings: Cal Gisler on Dec. 17th and Oxnard Dunes and Rose Park on December 18th; 2) update on the electronic voting board; 3) Fremont South past chair concern with dust and soil; and 4) improvement to educational system, the City Council is not involved with that.

Mayor Pro Tem Teran: 1) RiverPark Neighborhood Council; 2) attended birthday celebration for Ruth Zavala who turned 106 years old; 3) dirt stock pile that was moved by the Department of Airports; 4) City Council procedures manual; and 5) Ventura County Resources: crisis and referral line.

Mayor Mc Arthur: 1) reflected on the December 11th meeting and did not mean offend anyone. Wants to create a better quality of life for our residents; 2) would like to have a discussion on seating arrangements and for it to be included in the City Council procedures manual; 3) attended a soccer event at Pierce College with about 60 students; 4) participated in a celebration for the Virgin Mary on East Pleasant Valley Road with Tlaxcala Mexico; and 5) breakfast at the Colonia senior center.

H. REVIEW OF INFORMATION/CONSENT AGENDA

Councilmembers requested that Item Nos. 4, 6, 7, 8, 9, 10 were reviewed and discussed among the Council and staff. Mayor Pro Tem Teran announced that he is abstaining from Item No. J-9, due to the nature of his work including professional work with the County of Ventura. Councilwoman Basua abstaining on Item J-11.

The Public Works Director provided some minor changes to the agreement for Item No. J-5 to reflect the bidder's documents received during the bid process.

J. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of November 19, 2024 regular meeting as presented.

2. Fire Department

SUBJECT: Authorization to Submit FEMA and Homeland Security Grant Applications.

RECOMMENDATION: That the City Council adopt **Resolution No. 15,841** that:

1. Ratifies the submission of six (6) grant applications to the FEMA Assistance to Firefighters Grant (AFG) for \$1,474,000, including a \$134,000 local match for the purpose of procuring four (4) paramedic monitors, a paramedic squad, EMS training equipment, radio reprogramming training, eight (8) tethered drones, and HazMat training;
2. That authorizes the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
4. That authorizes the Fire Chief or designee to submit non-financial reports.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on November 26, 2024).

3. Fire Department

SUBJECT: Authorization to Submit FEMA Assistance to Firefighters Grant

Application.

RECOMMENDATION: That the City Council adopt **Resolution No. 15,842** that:

1. Ratifies the submission of one (1) grant application to the FEMA Assistance to Firefighters Grant (AFG) for \$506,673 including a \$46,061.18 local match for the purpose of fire prevention training for the Oxnard Fire Department Prevention Bureau.
2. That authorizes the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
4. That authorizes the Fire Chief or designee to submit non-financial reports.

(This item did not originate in committee due to impending grant deadline.)

Legislative Body: City Council

5. Public Works Department

SUBJECT: Public Project Agreement 32500303 with Jaynes Brothers Construction, Inc. for Citywide Playground Replacement Project - College Estates Park, Specification No. PW 24-126.

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$239,993.90 in Project funds for the Citywide Playground Replacement Project - College Estates Park, Specification No. PW 24-126;
2. The Mayor to Execute an Agreement with Jaynes Brothers Construction, Inc. in the amount of \$199,993.90 and a Project contingency amount of \$20,000 (~10%) for a total not to exceed value of \$219,993.90 for the Project; and
4. A Project allocation amount of \$20,000 (~10%) for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

6. Public Works Department

SUBJECT: Public Project Agreement 32500304 with R.E. Schultz Construction, Inc. for Citywide Playground Replacement Project - Fremont Tot Park, Specification No. 25-48.

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$386,220 in Project funds for the Citywide Playground Replacement Project - Fremont Tot Park, Specification No. 25-48;
2. The Mayor to Execute an Agreement with R.E. Schultz Construction, Inc. in the amount of \$321,850 for and a Project contingency amount of \$32,185 (10%) for a total

not to exceed value of \$354,035 for the Project; and

3. A Project allocation amount of \$32,185 (10%) for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

7. Public Works Department

SUBJECT: Annual Purchase Orders with SiteOne Landscape for Landscape Supplies, Specification No. 25-11.

RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute annual Purchase Orders with SiteOne Landscape from December 18, 2024, through December 17, 2029, for a total not to exceed amount of \$1,000,000 for landscape supplies.

(Public Works and Transportation Committee approved 3-0 on November 26, 2024.)

8. Public Works Department

SUBJECT: Agreement 32500260 with Northhills Recycling for On-Call Engineered Fiber, Mulch and Bark Delivery and Services, Specification No. PW 24-133R.

RECOMMENDATION: That the City Council approve and authorize an Agreement with Northhills Recycling for a term of one year from December 18, 2024, to December 17, 2025, for a total contract amount not to exceed \$500,000 for on-call engineered fiber, mulch, and bark delivery and services.

(Public Works and Transportation Committee approved 3-0 on November 26, 2024.)

9. Public Works Department

SUBJECT: Multi-Agency Agreement 32500282 for Funding Santa Clara River Monitoring Program.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Memorandum of Agreement (MOA) among the County of Ventura, the Ventura County Watershed Protection District, City of Fillmore, City of Oxnard, City of Santa Paula, and City of San Buenaventura (Parties), for the sharing of costs to fund the Santa Clara River (SCR) Total Maximum Daily Load (TMDL) monitoring program.

(This item did not originate in Committee as this is a continuation of an item previously approved by Council at the October 4, 2016, City Council meeting, Agreement A-7917.)

10. City Manager Department

SUBJECT: List of City Manager Approved Contracts - Informational Only.

RECOMMENDATION: That the City Council receive and file the list of City Manager approved contracts for the period June 13, 2024 through December 5, 2024.

(This item did not originate in Committee.)

11. Housing Department

SUBJECT: Ground Lease Agreement between the City of Oxnard and Catalyst Family Incorporated.

RECOMMENDATION: That the City Council:

Approve and authorize the Mayor to execute a five-year ground lease between the City of Oxnard and Catalyst Family, Inc, a non-profit California public benefit corporation, at a monthly lease rate of \$3,645.83, for a 17,500 square foot area in Colonia Park located at 170 North Juanita Avenue for the purpose of childcare services.

(This item did not originate in Committee.)

No public comments.

Consent Items J 1-3, 5 (as amended) - 8 and 10

It was moved by Councilman Starr, seconded by Councilwoman Rodriguez, to approve the recommended action as presented. VOTE: Basua, Mc Arthur, Perello, Perez, Rodriguez, Starr, and Teran voted in favor; motion passed 7-0.

Consent Item J-9

It was moved by Mayor Mc Arthur, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Mc Arthur, Perello, Perez, Rodriguez, Starr, and Basua voted in favor; motion passed 6-0-1 with Mayor Pro Tem Teran recused himself from participating in the discussion and vote on this item due to a potential remote conflict of interest arising from his professional contract work for the County of Ventura.

Consent Item J-11

It was moved by Mayor Pro Teran, seconded by Councilwoman Rodriguez, to approve the recommended action as presented. VOTE: Perello, Perez, Rodriguez, Starr, Teran, and Mc Arthur voted in favor; motion passed 6-0-1 with Councilwoman Basua recused herself because of the potential conflict of interest regarding the future use of vendor in her employment capacity.

K. REPORTS

1. Housing Department

SUBJECT: Consultant and Professional Services Agreement for Real Estate Services with CBRE. (10 minutes)

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute a Consultant and Professional Services Agreement (Agreement No. 325001360) with CBRE for Real Property Services for an initial term of 18 months with three one year options to extend, for an agreement amount not to exceed \$675,000

(This item did not originate in committee because it is a continuation of an item previously approved by the City Council.)

Emilio Ramirez, Housing Director answered questions. No public comments were received.

It was moved by Councilman Starr, seconded by Councilwoman Rodriguez, to approve the recommended action: VOTE: Perello, Perez, Rodriguez, Starr, Teran, Basua and Mc Arthur voted in favor; motion passed 7-0

2. Public Works Department

SUBJECT: Public Project Agreement 32500276 with Ayala Engineering, Inc. for Eastern Trunk Sewer Manhole Rehabilitation, Phase 1 (Rebid No. 2), Specification No. PW 22-25R2. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$3,427,200 in Project funds for the Eastern Trunk Sewer Manhole Rehabilitation, Phase 1,(Rebid-2), Specification No. PW 22-25R2;
2. The Mayor to Execute an Agreement with Ayala Engineering, Inc. for \$2,856,000 and a Project contingency amount of \$285,600 (10%) for a total not to exceed value of \$3,141,600 for the Project; and
3. A Project allocation amount of \$285,600 (10%) for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Tim Beaman, Assistant Public Works Director and Michael Wolfe, Public Works Director answered questions. No public comments were received.

It was moved by Councilwoman Basua, seconded by Councilman Starr, to approve the recommended action: VOTE: Perez, Rodriguez, Starr, Teran, Basua, Mc Arthur, Perello voted in favor; motion passed 7-0

3. Public Works Department

SUBJECT: Public Project Agreement 32500284 with California Skateparks for Design-Build of the Skate Park at Del Sol Park Specification No. PW 23-35. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$4,500,000 in Project funds for the Design-Build of the Skate Park at Del Sol Park Specification No. PW 23-35;
2. The Mayor to Execute an Agreement with California Skateparks in the amount of \$4,090,909 with California Skateparks;
3. A Project allocation amount of \$409,091 (~10%) for engineering, inspection, survey and project management; and
4. A budget appropriation in the amount of \$100,000 from the available fund balance in the Development Impact Fee Fund (350, sub-fund 8020) to the Skatepark in Colonia Capital Improvement Project (C2249) and corresponding Capital Outlay Fund (301) transfer in/appropriation in the same amount.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Taylor Gambino, Project Manager and Michael Wolfe, Public Works Director answered questions. Public comments were received from Tom Garcia (questioned the site location for this project and daily usage).

It was moved by Councilwoman Perez, seconded by Mayor Pro Tem Teran, to approve the recommended action: VOTE: Rodriguez, Starr, Teran, Basua, Mc Arthur, Perello, and Perez voted in favor; motion passed 7-0

4. City Manager Department

SUBJECT: Accept a grant from the California State Department of Water Resources in the amount of \$1,000,000 for the Santa Clara River Levee 3 Construction Project. (10 minutes)

RECOMMENDATION: That the City Council:

1. Adopt a Resolution authorizing the City of Oxnard to enter into Agreement No. 4600015992 with the State of California Department of Water Resources to receive funds for the Santa Clara River Levee Construction Project and authorizing the City Manager or designee to execute the agreement on behalf of the City;
2. Accept a grant from the California State Department of Water Resources in the amount of \$1,000,000 for the Santa Clara River Levee Construction Project; and
3. Authorize the City Manager or designee to execute the grant agreement and submit financial reports, grant claims, and approve the necessary budget appropriations for the use of the grant funds.

Adam Smith, Project Manager and Gerald Kapuscik, Manager, Strategic Resiliency Group with the County of Ventura were available to answer questions. Public comments were received from: Paul Schnebelen (supports SCR); and Steve Nash (supports the action).

It was moved by Councilman Starr, seconded by Councilmember Perello, to approve the recommended action: VOTE: Starr, Teran, Basua, Mc Arthur, Perello, Perez, and Rodriguez voted in favor; motion passed 7-0

5. Public Works Department

SUBJECT: Second Amendment to Golf Management Agreement A-8157 and Additional Budget Appropriations. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize:

1. The Mayor to execute a Second Amendment to the Golf Course Management Agreement with American Golf Corporation for a time extension only for an additional term of four months ending on June 30, 2025; and
2. The recognition of additional golf course revenues in the amount of \$353,550 and appropriate an amount not to exceed \$662,890 for FY 2024-25 expenses in the Golf Course Operating Fund (651).

(This item did not originate in Committee since this is a continuation of a previous item approved by the City Council on June 4, 2024.)

Steve Howlett, Assistant Public Works Director and Michael Wolfe, Public Works Director answered questions. Public comments were received from: Ray Blattel (questioned the expenses); Doug Partello (concerned with contract); and Pat Brown (supports golf course and levee).

It was moved by Councilman Starrz, seconded by Councilwoman Rodriguez, to approve the recommended action: VOTE: Basua, Mc Arthur, Perello, Perez, Rodriguez, Starr, and Teran voted in favor; motion passed 7-0

L. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Mc Arthur adjourned the meeting at 10:01 p.m.

LOURDES A. LÓPEZ
City Clerk

LUIS MC ARTHUR
Mayor

MINUTES
OXNARD CITY COUNCIL
Special Meeting
December 30, 2024

A. ROLL CALL, POSTING OF AGENDA

At 5:04 p.m., Mayor Luis Mc Arthur called to order the special meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 West Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Luis Mc Arthur, Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr and Gabriel Teran were present.

Mayor Pro Tem Teran led the pledge of allegiance followed by a moment of silence in honor of former President Jimmy Carter.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. CITY COUNCIL BUSINESS

1. City Attorney Department

SUBJECT: Closed Session Participation

RECOMMENDATION: That the City Council consider whether Councilmember Starr can participate in a closed session discussion regarding the pending litigation in Moving Oxnard Forward, Inc. v. Ascension, United States Court of Appeals for the Ninth Circuit (No. 21-56295; D.C. No. 2:20-cv-04122-CBM-AFM), in which Councilmember Starr is the president and chief executive officer of the named plaintiff-appellant.

Councilman Starr provided comments and stated that Moving Oxnard Forward, Inc. is a non-profit organization and that his Attorney Chad D. Morgan is handling this case on a contingency case. Councilman Starr provided copies of an opinion letter from the FPPC and stated that at this time, he is waiving his right to participate in closed session.

Written comments were received from: Rene Aiu; Debbie Mitchell; Steven Nash; Erica Garcia; Ted Maloney; and Jose Guzman.

Public comments were received from Michael Gleason; Dan Pinedo; Douglas Partello; Barbara Macri-Ortiz; Manuel Herrera; Larry Barbarine; Debbie Mitchell and Chad D. Morgan, Attorney representing Moving Oxnard Forward, Inc.

Discussion ensued among Councilmembers.

C. CLOSED SESSION

Public comments were received from Douglas Partello; Alicia Percell and Michael Gleason. Chad D. Morgan, Attorney representing Moving Oxnard Forward, Inc. (work to put this behind us).

D. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9(D)(1).

Name of Case: Moving Oxnard Forward, Inc. v. Ascension

United States Court of Appeals for the Ninth Circuit (No. 21-56295; D.C. No. 2:20-cv-04122-CBM-AFM)

Government Code section

At 6:00 p.m., the City Council recessed into a closed. At 6:39 p.m. the City Council reconvened in an open session in the Council Chambers. The City Attorney stated that, by unanimous vote of the Councilmembers present in closed session and noting again from earlier that Councilman Starr did not participate in closed session, the City Council has given its legal counsel approval to seek en banc review in the case of Moving Oxnard Forward, Inc. v Ascension regarding the constitutionality of campaign contribution limits placed on the ballot by the City Council and adopted by the Oxnard voters.

L. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Mc Arthur adjourned the meeting at 6:40 p.m.

LOURDES A. LÓPEZ
City Clerk

LUIS MC ARTHUR
Mayor



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.2

DATE: January 21, 2025

TO: City Council

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400, javier.chagoyenlazaro@oxnard.org

SUBJECT: Update on the Financial Corrective Action Plan (FCAP) For Closing Past Audit Findings.

RECOMMENDATION

That the City Council receive and file the update on the Financial Corrective Action Plan (FCAP) for closing past audit findings.
(Finance and Governance Committee approved 3-0 on December 10, 2024)

BACKGROUND

The City's annual audit for FY 2014-15 produced 111 single-audit findings. These findings primarily concerned the City's policies and procedures (or lack thereof) for accounting and financial management. Between fiscal year 2016 through the fiscal year ended June 30, 2018, the City's annual audits continued to identify new findings in the double digits. For FY 2019-20, there was one additional audit finding, for Information Technology General Controls, which was communicated to City Council via a separate confidential written report due to its sensitive nature. For FY 2020-21, there was one new finding for accounting and financial management, but only two earlier audit findings remained unresolved, and there were no material weaknesses. For FY 2021-22, there were no new findings for accounting and financial management; only two prior findings remained unresolved. FY 2021-22 was the third year in a row where the City had no material weaknesses. For FY 2022-23, there were no new findings for accounting and financial management (for the second year in a row); only one prior finding remains unresolved. Below is a table summarizing audit finding history.

History of Findings by Fiscal Year	A # of New Finding	B # of Repeat Findings	C = (A+B) + Prior Year C Total # of Findings
FY 2014-15	111	0	111
FY 2015-16	5	0	116
FY 2016-17	10	9	135
FY 2017-18	24	13	172
FY 2018-19	8	3	183
FY 2019-20	1	0	184
FY 2020-21	1	1	186
FY 2021-22	0	0	186
FY 2022-23	0	0	186

In order to correct the various accounting and financial management audit findings, the City was required to produce a Corrective Action Plan, or CAP. This plan, updated annually, addresses all unresolved findings, and the steps and timeline to correct them. Staff created a detailed audit scorecard, and began presenting it to the Finance & Governance Committee, and to City Council, every six months.

DISCUSSION

As reported in April 2024, during the FY 22-23 Single Audit, Eadie + Payne determined that the City sufficiently completed the corrective action plan for the finding identified in the FY 20-21 audit related to updating the Indirect Cost Allocation Plan.

Only one finding remains outstanding, the finding related to the Information Technology General Controls. This finding has 18 parts. As reported in April, per our auditor, six parts have been completed and two are no longer required, so ten parts remain. The City has continued to make progress on the corrective actions for the finding. The City Council will continue to receive updates on the IT General Controls finding through separate confidential reports.

Overall, the City has improved accounting and financial compliance, resulting in no new findings for two consecutive years. The Finance Department proposes that this FCAP Update change from twice a year to once a year.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on December 10, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jennifer Hiraoka, Senior Manager Internal Controls

ATTACHMENTS

1. Update on the Financial Corrective Action Plan for Closing Past Audit Findings

UPDATE ON THE FINANCIAL CORRECTIVE ACTION PLAN FOR CLOSING PAST AUDIT FINDINGS

Presentation to Finance and Governance Committee

Jennifer Hiraoka, Senior Manager Internal Controls

December 10, 2024

That Finance & Governance Committee receive the update on the Financial Corrective Action Plan (CAP) for closing past audit findings and recommend staff forward the presentation to City Council.

- Status of Financial Corrective Action Plan - no change since last update in April 2024
- Continued progress

Complete – Auditors have tested and determined that corrective action for the finding has been effectively implemented

To Be Tested – Policies and Procedures (P&P) approved (if applicable), training completed and corrective action ready for auditors to test during the next single audit

P&P Draft – P&P drafted but not yet approved by CFO and/or training not yet provided.

In Progress – Staff has taken steps towards implementation, but not yet drafted P&P or completed training

Not Started – Staff has not initiated mitigations, implemented resolutions or provided training

Passed/No Longer Required – Staff disagrees with the finding and/or auditors have determined corrective action is no longer required

FINDINGS STATUS (2015-2023) (as of April '24)	MATERIAL WEAKNESS	SIGNIFICANT DEFICIENCY	Non-Compliance	Best Practice	TOTAL
TOTAL Findings	72	78	17	19	186
<i>Repeat Findings</i>	(7)	(12)	(4)	(4)	(27)
TOTAL Unique Findings	65	66	13	15	159
COMPLETE	63	62	7	12	144
Passed / No Longer Required	2	3	6	3	14
TO BE TESTED	0	0	0	0	0
P&P DRAFT	0	0	0	0	0
IN PROGRESS	0	1	0	0	1
NOT STARTED	0	0	0	0	0
TOTAL Unresolved Findings	0	1	0	0	1

FY 2023 SINGLE AUDIT RESULTED IN NO
ADDITIONAL FINDINGS
Second year in a row – no new audit findings!

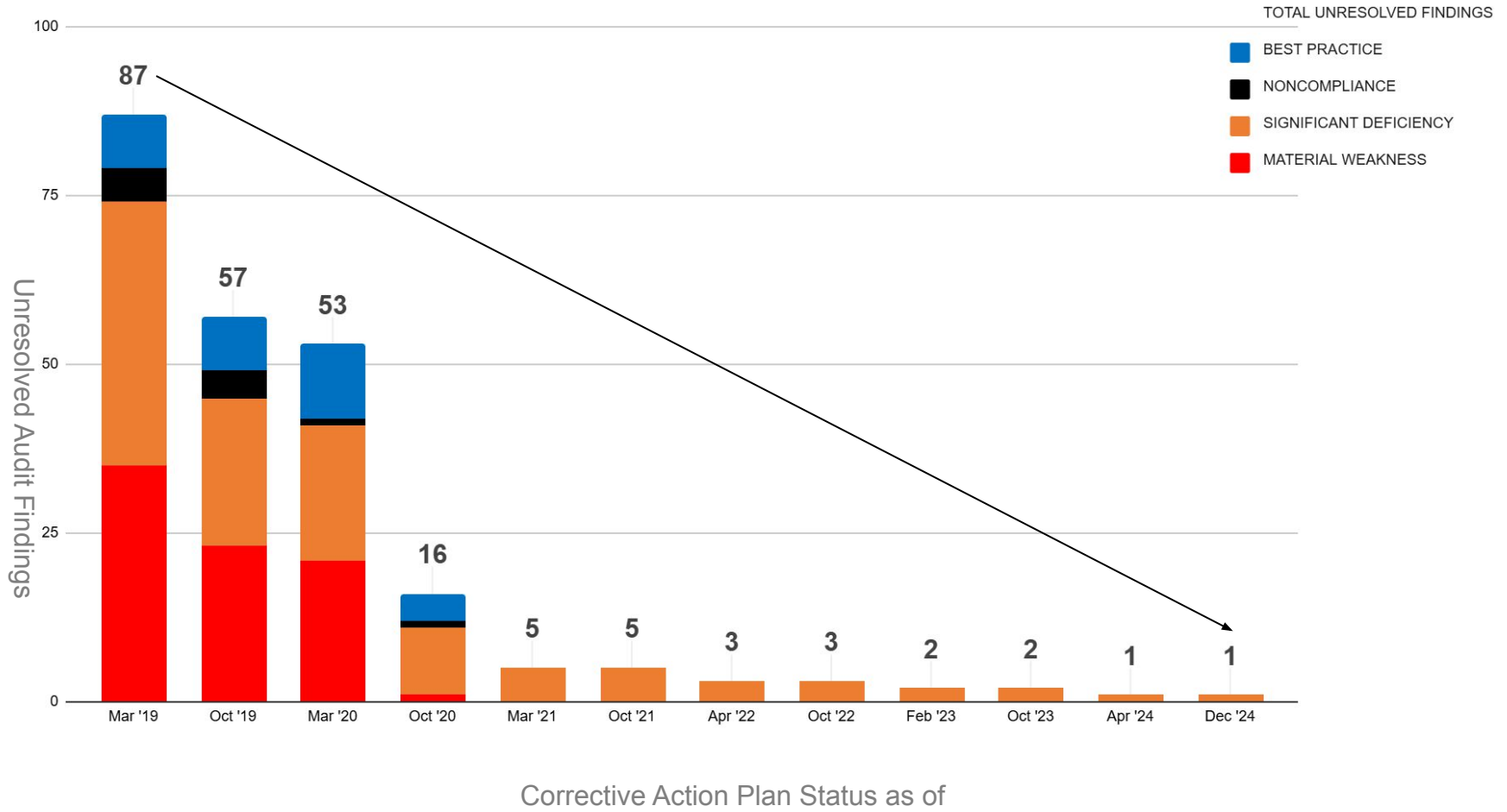


The one (1) outstanding remaining finding:

Prior Audit Finding:

- Information Technology (IT) General Controls [IT Department] – City Council continues to receive updates via separate confidential reports

COUNT OF UNRESOLVED* FINDINGS 2015-2024



*Includes all unique findings excluding "Complete" or "Passed/No Longer Required" status

- Going forward –
 - Next update in early 2025
 - Financial Corrective Action Plan Updates will change from twice a year to once a year





Questions?





CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3

DATE: January 21, 2025
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Public Project Agreement 32500302 with Jaynes Brothers Construction, Inc. for the Citywide Playground Replacement Project - Carty Park Specification No. PW 24-125.

RECOMMENDATION

That the City Council approve and authorize:

1. A total of \$203,063.30 in Project funds for the Citywide Playground Replacement Project - Carty Park Specification No. PW 24-125;
2. The Mayor to Execute an Agreement with Jaynes Brothers Construction, Inc. in the amount of \$169,219.30 and a Project contingency amount of \$16,922 (~10%) for a total not to exceed value of \$186,141.30 for the Project; and
3. A Project allocation amount of \$16,922 (~10%) for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

BACKGROUND

The existing playground equipment at Carty Park has reached the end of its useful life and is in need of replacement. The new playground equipment and engineered wood fiber surface will help enhance the amenities at the park and enhance the safety of children using the playground equipment.

The specific work for this Project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to remove and dispose of existing playground equipment and replace it with a new playground system and engineered wood fiber safety surfacing.

Capital Improvement Program (CIP) Reference:

Project No. **C2239** – Playground Replacement - CIP 2025-2029 - Adopted June 4, 2024 – Page 81.

DISCUSSION

The work is tentatively scheduled to begin in early 2025 and be completed within 90 working days, absent any delays for supply chain issues, unforeseen site conditions, or weather. Staff will work closely with the neighborhoods and residents directly impacted by the work to keep them informed of the project schedule. General project information will be disseminated to help keep the public informed as well.

The Notice Inviting Formal Bids (NIFB) for the Project was published on October 31, 2024, both online and in the local newspaper. Additionally, the NIFB was posted on multiple online platforms, including the City's website, and distributed directly to potential contractors. All bids were due and opened on November 14, 2024. The City received the following

bids:

Jaynes Brothers Construction, Inc.	\$169,219.30
R.E. Schultz Construction, Inc.	\$209,800.00
Central Coast Playground	\$230,000.00
Pacific Tide Construction	\$239,204.78

The lowest bidder on this project is Jaynes Brothers Construction, Inc. (Jaynes) and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Jaynes and its subcontractors. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to Jaynes.

In addition to the project award amount of \$169,219.30, staff recommends authorizing \$33,844.00 for the project, which includes \$16,922.00 for project contingency (~10% of the contract cost) and \$16,922.00 for the cost of engineering services and City staff (~10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to \$203,063.30.

Jaynes has an existing Agreement with the City that exceeds the aggregate spending limit of \$200,000 identified in the City's Procurement Policy and therefore, City Council approval is required for his new Agreement.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The total cost for this Project shall not exceed \$203,063.30 which includes the construction agreement, contingency, and project allocation. The Citywide Playground Replacements Project (C2239), which includes Carty Park, is funded by the American Rescue Plan Act (ARPA) Fund (204) / Lost Public Sector Revenue Fund (320) and the General Fund (101), and with a project budget allocation of approximately \$3.99M in FY 2024-25 of which \$205,000 was estimated for this project utilizing ARPA funds.

The ongoing maintenance cost for this new playground will have no new impacts on the Parks Division's Operating budget, in comparison to the annual operating cost for the previous playground.

The Playground Replacement Project (C2239) has several locations with active construction contract awards. Attached is a summary of those locations, including allocated funding amounts.

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. 32500302 Jaynes Brothers Construction PW 24-125
2. C2239_Playground Replacement_Budget Tracking

**CONSTRUCTION CONTRACT FOR
CITYWIDE PLAYGROUND REPLACEMENT PROJECT –
CARTY PARK
SPECIFICATION NO. PW 24-125**

**BY AND BETWEEN
THE CITY OF OXNARD
AND
JAYNES BROTHERS CONSTRUCTION, INC**

THIS CONSTRUCTION CONTRACT (the “Contract”) is made and entered this _____ day of _____, 2024 (“Effective Date”), by and between the CITY OF OXNARD, a California municipal corporation (“City”) and JAYNES BROTHERS CONSTRUCTION, INC (“Contractor”). Contractor’s license number is 896407. The City and Contractor are sometimes hereinafter referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, the City requires construction of the CITYWIDE PLAYGROUND REPLACEMENT PROJECT - CARTY PARK as more fully described in the bid package issued by the City for SPECIFICATION NO. PW 24-125 (the “Project”); and

WHEREAS, on October 31, 2024, the City issued a Notice Inviting Bids and Contract Documents to prospective bidders for the Project. In response, Contractor submitted a Bid which the City determined to be the lowest responsive and responsible bid; and

WHEREAS, Contractor is a duly organized corporation in good standing in the State of California, and represents that it has the background, knowledge, experience, expertise and resources to perform the Work and other obligations encompassed by this Contract; and

WHEREAS, the Public Works Department accepted the Contractor’s Bid Proposal for the Project and directed that a written agreement for the Project be entered into with Contractor; and

WHEREAS, in light of the facts set forth above and the certifications made by Contractor as part of its Bid, the City desires to retain Contractor to perform the construction Work for the Project as set forth in this Contract and in the Contract Documents, as hereinafter described.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Contract by this reference, as though set forth herein.

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

- A. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contract Documents are complementary; what is called for in one is binding as if called for in all, and together constitutes Contractor's performance obligations:
1. Contract and its attached Exhibits, subject to the limitations in Sections 10 ("Prevailing Wage") and 24 ("Ambiguities") with respect to Exhibit "A" (Contractor's submitted Bid Proposal as accepted by the City);
 2. Change Orders issued and approved by the City;
 3. Bid Addenda issued by the City;
 4. Notice Inviting Bids and Instructions to Bidders;
 5. Special Provisions
 6. General Provisions
 7. Appendices
 8. Plans
 9. Bid Forms and attachment thereto (excluding documents submitted by the Bidder that were not requested in the bid package, i.e. specs/drawings).
 10. Performance Bond;
 11. Payment Bond.

3. CONTRACTOR'S OBLIGATIONS

- A. Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and to the satisfaction of the Public Works Director or his/her designee (hereinafter the "Project Manager").
- B. Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.
- C. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage.
- D. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner's

Representative, the Contractor shall, at the Contractor's sole cost and expense, properly store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

- E. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.
- F. Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.
 - 1. "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves.

4. LICENSES REQUIRED

- A. The Contractor shall possess a valid Class A Contractor's license issued by California State Contractors License Board.
- B. If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty License Classification C-31.
- C. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.
- D. The Contractor will also be required to possess a City of Oxnard business license at the time of Contract award.

5. CONTRACT PRICE; PAYMENT AND RETENTION

- A. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor one hundred sixty-nine thousand two hundred nineteen dollars and thirty cents, (\$169,219.30) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.
- B. Procedures relating to payment and retention are set forth in the Special Provisions.

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

- A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of ninety (90) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this Contract, including payment and performance bonds, insurance documents, business tax certificate have been executed and/or approved by the City.
- B. Notice to Proceed. No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the City. Contractor shall commence Work pursuant to the Contract Documents and as directed by the City in the Notice to Proceed, and diligently execute the same to completion within the Contract Time. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.
- C. Term. The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Work pursuant to the Contract Documents, the City has accepted all Work, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City.

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

- A. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("Section 9204") and the provisions of this Section shall apply.
 - 1. In the event of a Section 9204 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.
 - 2. Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).
- B. Public Contract Code Section 20104 et al. For purposes of any Public Works Claims of three hundred and seventy-five thousand dollars (\$375,000) or less filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204), the claims procedures in Public Contract Code Section 20104.2 and the provisions of this Section shall apply.
 - 1. In the event of a Section 20104 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.

2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of Section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).
- C. For disputes or claims that do not constitute Public Works Claims, City and Contractor agree to comply with the following process:
1. Each Party shall designate a senior management or executive level representative to negotiate any dispute.
 2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 3. If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to engage in non-binding mediation or arbitration in which the Parties equally share the costs of any mediator or arbitrator, or may proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.
 4. The alternative dispute resolution process set forth herein is a material condition to Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.
 5. The provisions of the Government Claims Act (Government Code section 810 et seq.) are also required prior to initiating suit against the City.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

- A. The City may, by providing thirty (30) days' advance written notice to Contractor, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be effected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.
- B. Upon receipt of a Notice of Termination for Convenience, the Contractor shall, unless the notice directs otherwise, do the following:
1. Immediately discontinue the Work to the extent specified in the notice.
 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary to complete such portion(s) of the Work that are not to be discontinued.
 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent that they relate to the performance of the discontinued portion of the Work.
 4. Thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

C. Upon such termination, the Contractor will be paid without duplication for:

1. Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;
2. Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
3. Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the City no later than ninety (90) days from the effective date of termination, unless extended in writing by the City, upon written request by the Contractor. If the Contractor fails to submit a proposal, the City may determine the amount, if any, due the Contractor as a result of the termination. The City will pay the Contractor the amount it determines is reasonable. If the Contractor disagrees with the amount determined by the City as being reasonable, the Contractor shall provide notice to the City within thirty (30) Days of receipt of payment. Any amount due shall be subject to the dispute resolution provisions set forth in the Contract Documents.

D. Contractor shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section 7.

9. TERMINATION FOR CONTRACTOR'S DEFAULT

A. Default. The City may terminate this Contract for Contractor's default as set forth in this Section. The City will consider the Contractor in default of this Contract if, prior to the City's acceptance of the Work, the Contractor:

1. becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work;
2. abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
3. disregards written instructions from the City or materially violates provisions of the Contract Documents;
4. fails to prosecute the Work according to the schedule approved by the Engineer,
5. disregards laws or regulations of any public body having jurisdiction, or
6. commits continuous or repeated violations of regulatory or statutory safety requirements.

Notices, and other written communications regarding default between the Contractor, the City, and the Surety shall be transmitted in accordance with Section 25 ("NOTICES") of this Contract.

B. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Contractor fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will consider the Contractor in default of the Contract and:

1. will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;
 2. may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
 3. may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;
- C. Remedies Cumulative. The provisions of this Section shall be in addition to all other legal rights and remedies available to the City. Termination of this Contract will not relieve the Surety of its obligation for any just claims arising out of the Work performed.

10. PREVAILING WAGE

- A. Compliance with State Prevailing Wage Requirements. Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Ventura County, California from the Director of the Department of Industrial Relations (DIR) for each craft, classification, or type of worker needed to perform the Work required under this Contract. A copy of these prevailing wage rates are on file at the City's Finance Department/Purchasing Division and shall be made available for review to any interested party on request. In addition, a copy of the prevailing rate of per diem wages may be obtained via the internet at: <http://www.dir.ca.gov/DLSR/PWD>. Contractor and all Subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the Work contemplated by this Contract, including workers performing Work covered by under Labor Code Sections 1720 and 1720.9. Contractor shall be responsible for using the correct and current prevailing wage rates. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct prevailing wage.
- B. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this Section 10 and the provisions of Exhibit "A", the terms of this Section 10 shall control and nothing herein shall be considered as an acceptance of the terms of Contractor's Submitted Bid Proposal conflicting with the requirements of this Section 10.
- C. Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.
1. Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct; and

- b. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.
2. Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.
3. Enforcement. Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.
- D. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.
- E. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.
- F. Other Labor Requirements. Contractor has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 et seq., the Regulations, and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its Subcontractors.
- G. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:
 1. Pursuant to Labor Code section 1775, the Contractor and any Subcontractor under it shall forfeit as a penalty to the City not more than two hundred dollars (\$200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
 2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of this Subsection. In awarding any contract for public work, Contractor must forfeit to City twenty-five dollars (\$25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

- H. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.
- I. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

11. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of five hundred dollars (\$500) per day for each Calendar Day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

12. COMPLIANCE WITH LAWS

Contractor shall comply with all Laws applicable to the performance of the Work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and Subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses, including a City business license, shall be held or obtained by the Contractor at its sole expense and prior to commencing any Work hereunder.

13. WORKERS' COMPENSATION CERTIFICATION

Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

14. INSURANCE

Contractor shall procure and maintain at its own expense at all times during the period covered by this Contract (and through the one-year guarantee period following the date of City's acceptance of the Project) the following policies of insurance as approved by the City's Risk Manager as set forth in INS-G attached as Exhibit B to this Contract.

15. FEDERAL GRANT CONTRACT PROVISIONS

Contractor acknowledges that the Project is being funded in full or in part with Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) by the Treasury Department under the American Rescue Plan Act (ARPA) and further acknowledges and agrees to the provisions in the "**Federal Grant Contract Addendum**" attached to this Contract as **Exhibit "E"** and incorporated by

reference as if fully set forth herein. The “**Master Grant Agreement**” is attached to the Contract as **Exhibit “F”** and incorporated by reference as if fully set forth herein.

- A. **ACCESS TO RECORDS.** (1) The Contractor agrees to provide the City of Oxnard, ARPA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Contractor agrees to provide the ARPA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract. (4) In compliance with the Disaster Recovery Act of 2018, the City of Oxnard and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the ARPA Administrator or the Comptroller General of the United States.
- B. **SEAL, LOGO AND FLAGS.** The Contractor shall not use the DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific ARPA pre-approval.
- C. **COMPLIANCE WITH FEDERAL LAW REGULATIONS, AND EXECUTIVE ORDERS.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures, and directives.
- D. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
- E. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** Contractor must comply with the requirements of the False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment under a Federal grant funded project. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

16. TIME OF THE ESSENCE

Time is of the essence in the performance of this Contract.

17. INDEMNIFICATION

- A. Notwithstanding the limits of any insurance and to the fullest extent permitted by law, Contractor shall indemnify the City, its elected or appointed officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the Work, operations, or activities of Contractor, its agents, employees, Subcontractors, or invitees on the Project, or arising or alleged to arise

from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such Claims or Liabilities or portion of such Claims or Liabilities arising or alleged to arise from the active negligence, sole negligence, or willful misconduct of the City, its elected or appointed officials, officers, agents, volunteers, or employees, and in connection therewith:

1. Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
 2. Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;
 3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or activities of Contractor hereunder, Contractor shall pay to the City, its elected or appointed officials, officers, agents, volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;
 4. Contractor's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.
- B. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. The Contractor's indemnification and defense obligations pursuant to this Section shall survive the termination of this Contract. Contractor shall require the same indemnification from all Subcontractors.

18. THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating

to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Project; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

19. CONFLICTS OF INTEREST

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.”

20. REPORTS; BOOKS AND RECORDS; AUDIT

- A. Upon request by the Project Manager, Contractor shall prepare and submit reports concerning Contractor's performance of the Work required by this Contract.
- B. Contractor shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.
- C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The Project Manager and the parties specified in Article V of the Master Agreement referenced in Section 15 of this Contract and attached hereto as Exhibit “B”, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.
- D. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the termination of this Contract.

21. NONDISCRIMINATORY EMPLOYMENT

- A. The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.
- B. For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with this Section. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions

in this Section and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply.

22. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by written Change Orders as specified in the Contract Documents or a written instrument signed by both Parties.

23. ENTIRE AGREEMENT

- A. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Contractor with respect to the subject matter of this Contract.
- B. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.
- C. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

24. AMBIGUITIES

This Contract is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Contract. Notwithstanding the foregoing, the Parties agree that Exhibit "A" is attached hereto for reference purposes, and to the extent there are any ambiguities, inconsistencies, or conflicts between the terms of this Contract and Exhibit "A", the terms of this Contract shall control and nothing set forth in Exhibit "A" shall be deemed to supersede any of the provisions of this Contract.

25. NOTICES

- A. Any notice to be provided pursuant to this Contract shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

TO CITY: City of Oxnard
305 W. Third Street, East Wing, Third Floor
Oxnard, CA 93030

TO CONTRACTOR: Jaynes Brothers Construction, Inc
996 Lawrence Drive, Suite# 201
Newbury Park, CA 91320

- B. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.
- C. Either Party, or the surety, may change its address by giving notice in writing to all other parties listed above, and thereafter notices shall be addressed and transmitted to such new address.

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Contract.

27. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Contract and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Contract based on such consultation.

28. BONDS

Concurrently with the execution of this Contract by the Contractor, and before the commencement of any Work, Contractor shall furnish to the City a Performance Bond, and a Payment Bond (Labor and Materials Bond) each in an amount equal to one hundred percent (100%) of the Contract Price written on the forms included in the Contract Documents. These bonds must remain in force until the later of (a) the expiration of the one-year guarantee period; or (b) one year from the date of completion of the corrective Work. Such bonds must be issued by a responsible corporate Surety, licensed and authorized to issue such bonds in the State of California.

29. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Contract to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies, and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the Work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the Work by Contractor or the payment of money by the City shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective Work (including the obligation to remedy any defective Work or materials during the one-year guarantee period after the City's acceptance thereof) at no further cost to the City.

30. CAPTIONS AND HEADINGS

The captions and headings contained in this Contract are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

31. OWNERSHIP OF DOCUMENTS

No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

32. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Contract shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Contract may not be assigned or transferred by Contractor without the concurrence of the surety and express written consent of the City.

33. GENDER; PLURAL

In this Contract, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

34. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

35. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties under this Contract, shall be construed pursuant to and in accordance with California law.

36. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

37. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Contract and all proceedings involving any enforcement action related to this Contract shall be initiated and conducted in the applicable court or forum in Ventura County, California.

38. EFFECTIVENESS OF CONTRACT

This Contract shall not be binding upon the City until signed by the authorized representative(s) of Contractor, approved by the City's Risk Manager and as to form by the City Attorney, and executed by the authorized City personnel or the Mayor.

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purports to represent.

40. WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default under this Contract shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

41. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents, or subcontractors, and they shall not be deemed agents, servants, or employees of the City.

42. COUNTERPARTS

This Contract may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Contract.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by Law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

44. ATTORNEY'S FEES

If either Party commences an action against the other Party, whether legal, administrative, or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Contract effective on the date as stated herein and upon signature of all Parties.

CITY OF OXNARD

JAYNES BROTHERS CONSTRUCTION, INC.

X Luis Mc Arthur, Mayor¹ Date
☐ Purchasing Agent

Chase Jaynes² Date
President and CFO

ATTEST:

Lourdes A. López Date
City Clerk (only if Mayor signs)

APPROVED AS TO FORM:

Stephen Fischer Date
City Attorney

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000. The Purchasing Agent may execute any authorized agreement up to \$200,000.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBITS

Exhibit A: Contractors Bid Proposal.

Exhibit B: Form INS-G: Insurance Requirements

Exhibit C: [RESERVED]

Exhibit D: Small/Minority/Women's business Enterprises and Labor Surplus Area Firm Outreach

Exhibit E: Federal Grant Contract Addendum

Exhibit F: Grant Master Agreement

Bonds

The corresponding exhibits and forms contained within follow.

EXHIBIT A

BID SCHEDULE

CITYWIDE PLAYGROUND REPLACEMENT PROJECT - CARTY PARK SPECIFICATION NO. PW 24-125

Bidder's Name: Jaynes Brothers Construction

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby declares they have carefully examined the locations of the proposed work, the Plans, the Special Provisions, Bid Item Descriptions, and Contract documents; and hereby proposes to furnish all labor, materials, tools, equipment, supplies and incidentals required to complete the work. All of the aforementioned shall be done in accordance with said Plans, Special Provisions, and other Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

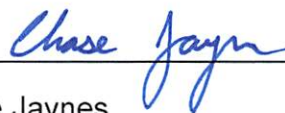
ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	TOTAL AMOUNT
1.	Mobilization and demobilization (5% maximum of Total Bid Price)	1001-3	LS	\$ 5,780.00
2.	Temporary Fencing and Protection	1003-4	LS	\$ 2,945.25
3.	Play Area Equipment Removals	1004-4	LS	\$ 21,850.95
4.	Play Area Equipment Installation	1006-5	LS	\$ 114,010.60
5.	Play Area Surface	1007-4	LS	\$ 24,632.50

TOTAL BID AMOUNT: \$ 169,219.30

TOTAL BID PRICE IN DIGITS: \$ 169,219.30

TOTAL BID PRICE IN WORDS: One hundred and sixty nine thousand, two hundred and nineteen dollars and thirty cents

Bidder's Company Name: Jaynes Brothers Construction

Signature: 

Title: President

Print: Chase Jaynes

Date: 11/14/24

EXHIBIT B

Exhibit INS-G

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. 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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

e. Contractors Pollution Liability and Errors & Omissions applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. 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 sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-G.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.

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER ASPECIFY 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 [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract Contractors Pollution Liability and Contractors Pollution Errors & Omissions				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant PER CLAIM / OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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		SUBMIT IN DUPLICATE	
FOR THE CITY OF OXNARD (the City)		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS	
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$		CLAIMS: Underwriter=s representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____)
	EACH OCCURRENCE	AGGREGATE	
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____			
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 % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US		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 _____	

EXHIBIT C
[RESERVED]

EXHIBIT D

SMALL / MINORITY / WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRM OUTREACH PLAN

Project Number: PW 24-125

Contractor: Jaynes Brothers Construction

Submittal #: N/A

In this section, the Contractor is to provide details regarding strategies and efforts made to solicit, engage and utilize small and minority businesses, women's business enterprises (S/M/WBE) and labor surplus area (LSA) firms to demonstrate responsiveness to 2 CFR § 200.321.

1. Identify the items of work made available to S/M/WBEs and LSAs. Provide a description of the work items, approximate dollar amount and the percentage of the total Contract value.

Description of Work Item	Contractor Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount (\$)	Percentage of Contract
N/A				

2. Describe the outreach efforts to identify S/M/WBEs and LSAs on this Agreement, list agencies/associations/databases consulted and the date, method and result of the outreach efforts (examples include but are not limited to: Small Business Administration, the Minority Business Development Agency, the Department of Commerce, minority business associates, Small Business Development Centers, DGS).

Agency/Association Chamber/Database Name	Contact Name	Method of Outreach (fax, Email, Phone, etc.)	Date of Outreach	Response / Outcome
N/A				

3. Describe the outreach efforts exerted to ensure that qualified S/M/WBEs and LSAs were solicited and had sufficient information about subcontracting opportunities on this Contract. Include the date and method of the outreach efforts.

S/M/WB E and LSA Firm Name	Contact Name / Title	Business Type (Small / Minority / Women)	Outreach Method (Fax, Email, Phone, etc.)	Initial Outreach Date	Follow- Up Date	Response / Interested in Bidding (Y/N)
N/A						

4. Detail methods utilized to determine whether S/M/WBEs and LSAs were qualified:

N/A

5. What approach was taken to arrange subcontracting work in a way that would encourage the participation of S/M/WBEs and LSAs on this Agreement. Provide examples of how delivery schedules, when permissible, were established in a way that would encourage participation by S/M/WBEs and LSAs.

N/A

6. Identify any contractual requirements, incentives, or other measures your team utilized or considered utilizing on this Agreement to promote S/M/WBE and LSA assistance. This may include assistance in meeting insurance limits, bonding requirements, obtaining certifications or licenses that are appropriate in facilitating the type of work the S/M/WBEs and LSAs would be performing.

N/A

Note: USE ADDITIONAL SHEETS NECESSARY TO DEMONSTRATE RESPONSIVENESS.

EXHIBIT E

City of Oxnard – US Department of Treasury under the American Rescue Plan Act (“ARPA”) Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Oxnard by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Oxnard, according to the City’s Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

Certifications requiring signature from the Contractor follow at the end of this Document.

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Small and Minority Business, and Women’s Business Enterprises (if applicable to this Contract, see SBE/MBE/WBE/LSA form attached below)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women’s Business Enterprise), when applicable. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women’s business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women’s enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women’s business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women’s business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

2. Suspension and Debarment. (Applies to all purchases. See certification form attached below.)

(A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the City of Oxnard. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases. See certification form attached below.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

4. Access to Records. (applies to all purchases.)

(A) The Contractor agrees to provide the City of Oxnard, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708) (Applies only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act & Federal Water Pollution Control Act (Applies to purchases of more than \$150,000.)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Oxnard and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (Applies only if the work involves the use of materials)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: i. Competitively within a timeframe providing for compliance with the contract performance schedule; ii. Meeting contract performance requirements; or iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

14. **Davis-Bacon Act. (Applies to projects over \$2000)**

(A) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(B) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(C) Additionally, contractors are required to pay wages not less than once a week.

15. **Compliance with the Copeland "Anti-Kickback" Act. (Applies when Davis-Bacon Act is required)**

(A) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(B) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(C) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

BYRD ANTI-LOBBYING CERTIFICATION

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

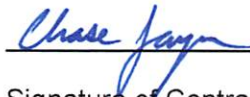
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Jaynes Brothers Construction, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Chase Jaynes, President

Name and Title of Contractor's Authorized Official

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19, and 2 CFR part 180, City may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 31 CFR Part 19.

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification

is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph 2 of this certification, and

4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Chase Jaynes

Name

President, Jaynes Brothers Construction

Title and Organization Name

Signature

11/14/24

Date

EXHIBIT F

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Oxnard 300 W. Third St, 4th Floor Oxnard, California 93030	DUNS Number: 081790214 Taxpayer Identification Number: 956000756 Assistance Listing Number and Title: 21.027
---	--

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

Authorized Representative Signature (above)

Authorized Representative Name:

Alexander Nguyen

Authorized Representative Title:

City Manager

Date Signed:

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name:

Jacob Leibenluft

Authorized Representative Title:

Chief Recovery Officer, Office of Recovery Programs

Date Signed:

May 17, 2021

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to City of Oxnard by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

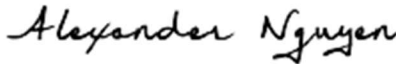
OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Oxnard 300 W. Third St, 4th Floor Oxnard, California, 93030	DUNS Number: 081790214 Taxpayer Identification Number: 956000756 Assistance Listing Number: 21.019
--	--

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by:
Recipient: 
50594C854EE444A

Authorized Representative: Alexander Nguyen

Title: City Manager

Date signed: 5/11/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

1

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Oxnard

5/11/2021

Recipient

Date

DocuSigned by:
Alexander Nguyen
505041254174444

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its _____

(Seal)

(Seal)

Notes: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

By: _____

Its: _____

“Surety”

By: _____

Its: _____

By: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Playground Replacement Project C2239	Construction Contract Award	Authorized Contingency	ESPIM Authorized Funding	Total Project Value	Budget Balance
Starting Budget Balance					\$3,992,925.40
Dunkirk Park PW 24-113R 32500253	\$126,793.00	\$12,679.30	\$12,679.30	\$152,151.60	\$3,840,773.80
Community Center Park West PW 25-51 32500320	\$134,000.00	\$13,400.00	\$13,400.00	\$160,800.00	\$3,679,973.80
Marina West PW 24-13R ¹ 32500251	\$83,337.00	\$21,853.00	\$21,853.00	\$127,043.00	\$3,552,930.80
Brekke Park PW 24-115 32500293	\$136,127.65	\$13,613.00	\$13,613.00	\$163,353.65	\$3,389,577.15
College Estates Park PW 24-126 32500303	\$199,993.90	\$20,000.00	\$20,000.00	\$239,993.90	\$3,149,583.25
Fremont Tot Park PW 25-48 32500304	\$321,850.00	\$32,185.00	\$32,185.00	\$386,220.00	\$2,763,363.25
Wilson Park PW 20-53R ² 32500341	\$145,970.26	\$25,426.00	\$25,426.00	\$196,822.26	\$2,566,540.99
Carty Park PW 24-125 32500302	\$169,219.30	\$16,922.00	\$16,922.00	\$203,063.30	\$2,363,477.69
Ololkoy Beach Park PW 25-49R	Out to Bid				
¹ Partially funded by Project C1313 utilizing QUIMBY funds					
² Partially funded by Project C2019 utilizing CDBG funds					



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4

DATE: January 21, 2025

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Trade Service Agreement 32500347 with Premier Property Preservation, LLC for Janitorial Services at City Park Restrooms.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with Premier Property Preservation, LLC for an initial term of three years from February 1, 2025, to January 31, 2028, with the option for two one-year extensions ending January 31, 2030, for a total not to exceed amount of \$1,860,000 for janitorial services at various City park restrooms.

(This item did not originate in Committee)

BACKGROUND

Currently, the City has restroom facilities at 34 parks. Since February 2022, the City has had an Agreement with US Metro Group, for a total not to exceed value of \$1,800,000 for three years, for the janitorial services at all 34 City and Special District parks with restrooms. The original Agreement was for an initial term of one year with the option to extend two additional one-year terms. The City elected to extend both one-year terms of the Agreement to an ending date of January 31, 2025. The maximum cost for the final year of this Agreement with US Metro Group is \$3,789.40 per day for them to open, clean, and close each park restroom. However, the Agreement allows for the City to adjust the services that are provided. Therefore, the City has only been paying \$947.33 per day during the final year of the Agreement for only the daily cleaning and closing of the restrooms and City staff continues to open, inspect, and report any deficiencies to US Metro each morning.

DISCUSSION

On November 12, 2024, the City issued a formal Request for Bid (RFB) PW 25-39 for Janitorial services at City park restroom facilities. The RFB was directly sent to four potential vendors and also published on www.PublicPurchase.com and the City's Purchasing website. The RFB closed on November 27, 2024. Of the five vendors that submitted bids, Premier Property Preservation, LLC ("Premier") is the lowest responsible bidder with a bid amount of \$1,840.25 per day for all services. This cost includes daily opening, cleaning, and closing (locking) of all restrooms throughout the City and Special District parks. The Bid Results for all daily services are as follows:

Contractor	Bid Amount
Premier Property Preservation, LLC	\$1,840.25
Executive Facilities Services, Inc.	\$2,240.06
Bound Enterprises, Inc.	\$2,317.70

Big Green Cleaning Co.	\$3,213.68
US Metro Group, Inc.	\$4,017.85

This Agreement with Premier provides full janitorial services, including; opening, cleaning, and closing of all City and Special District park restrooms. However, as with the previous Agreement, this new Agreement also allows for adjusting the service levels to match each facility's use and budget. If necessary, staff can adjust the services for any park restroom to accommodate the actual service needs. This flexibility will allow Public Works staff to balance and maximize both budget and staffing resources to ensure the janitorial needs are efficiently met across all locations. The cost for Premier to continue only providing the daily cleaning and closing the restrooms is \$659.00 per day, which is lower than the current Agreement. Additionally, Premier will continue to provide all of the necessary cleaning supplies and provisions as a component of this new Agreement.

Staff has confirmed that Premier Property Preservation, LLC meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that this vendor is capable of satisfactorily meeting the needs of the City.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this Agreement with Premier shall not exceed \$1,860,000 during the maximum five-year term. Sufficient funds are available in the current Fiscal Year 2024-25 Adopted Budget for the Parks and Special Districts Divisions. Funding for subsequent fiscal years will be requested through the annual budget process.

The following table shows the estimated cumulative fiscal year breakdown for both the Parks and Special Districts Divisions. If approved, these services will commence on February 1, 2025. Del Sol Stadium will be serviced as needed, in accordance with sport league events. The costs to service the new “Exeloo” restrooms contained in the Capital Improvement Plan will be applied after they have been installed and are operational. The “As Needed” amounts are for selected services that will only be authorized by staff for any unforeseen janitorial emergencies such as additional events, natural and mechanical damage, or excessive vandalism.

Division	Account	FY 2024-25 5 Months	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30 7 Months	Total
Parks	1013301-53200	\$89,400.00	\$219,000	\$225,570.00	\$232,337.10	\$239,307.21	\$143,783.78	\$1,149,398.09
Special Districts	60203801-53200							
	60403801-53200	\$19,556.25	\$47,906.25	\$49,343.44	\$50,823.74	\$52,348.45	\$31,452.68	\$251,430.81
	60503801-53200							
As Needed	Various	\$38,264.26	\$91,834.22	\$91,834.22	\$91,834.22	\$91,834.22	\$53,569.96	\$459,171.10
Total		\$147,220.51	\$358,740.47	\$366,747.66	\$374,995.06	\$383,489.88	\$228,806.42	\$1,860,000

COMMITTEE OUTCOME

This item was originally scheduled for the January 14th Committee meeting, which was cancelled. The existing agreement for janitorial services expires January 31, 2025. The next Committee meeting is January 28, 2025, followed by Council on February 4, 2025. So that there is not a gap in service, this item is scheduled directly for City Council.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32500347 - Premier Property Preservation, LLC
2. Bid Response
3. Previous Agreement - US Metro Group A-8377 Rate and Exhibit

**TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND Premier Property Preservation, LLC**

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Premier Property Preservation ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES.

This Agreement is for daily janitorial services at various restrooms located at City Parks. Park location, square footage, opening and closing times further described in the scope of services set forth herein.

2. PARTIES.

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Premier Property Preservation, LLC ("SERVICE PROVIDER"), an LLC of the State of California, located at 16380 Roscoe Blvd, Suite 101, Van Nuys, CA 91406.

3. TERM OF AGREEMENT: From: February 1, 2025 To: January 31, 2028

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (2) two consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: \$1,860,000

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-D
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:
Name: Brandon Lopez
Title: Parks Manager
Phone: 805-200-5405
Email: brandon.lopez@oxnard.org
Mailing Address (if differs from above):

SERVICE PROVIDER Designated Representative:
Name: Jon Varsobia
Title: President/Project Manager
Phone: 818-796-6033
Email: premier@ppppreserves.com
Mailing Address (if differs from above):
16380 Roscoe Blvd., Suite 101
Van Nuys, CA 91406

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. SERVICE PROVIDER shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.

10.2 Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER by CITY for the 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 the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which CITY appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for

compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER for the accuracy and competency of the information provided and/or the 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 SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction,

means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees, subcontractors, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER and its 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, and health, life, dental, long-term disability and workers' compensation insurance benefits. SERVICE PROVIDER shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard

copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the

CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

17.7. No Warranty. Other than an obligation upon the CITY to deal in good faith, the CITY makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. SERVICE PROVIDER's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

23.2 The duty to defend is a separate and distinct obligation from SERVICE PROVIDER's duty to indemnify. SERVICE PROVIDER shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to SERVICE PROVIDER of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve SERVICE PROVIDER from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if SERVICE PROVIDER asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, SERVICE PROVIDER may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work

product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of 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 renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to: <https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. IRAN CONTRACTING ACT

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars (\$1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F.

29. SUBCONTRACTING.

If CONSULTANT requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the scope of work attached to this Agreement as Exhibit A. CONSULTANT is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. CONSULTANT shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER will promptly furnish all documents requested by CITY. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by CITY, whichever occurs later. SERVICE PROVIDER shall 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. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or CITY.

33. ADVERTISING AND PUBLICITY

SERVICE PROVIDER shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

34. NONDISCRIMINATORY EMPLOYMENT.

SERVICE PROVIDER shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to

in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

PREMIER PROPERTY PRESERVATION, LLC.

☐ Luis Mc Arthur, Mayor¹ _____ Date
☐ Jennifer Yates, ²
Purchasing Manager

Angelo Varsobia _____ Date
CEO

Jon Varsobia³ _____ Date
President/Project Manager

ATTEST:

Lourdes A. López, City Clerk _____ Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, _____ Date
City Attorney (always required)

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000.

² The Purchasing Agent may execute any authorized agreement up to \$200,000.

³ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
 - For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
 - For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.
- If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

TRADE SERVICE AGREEMENT (CITY of Oxnard and Premier Property Preservation, LLC)

SCOPE OF SERVICES

Project Manager:

Brandon Lopez
(805) 200-5405
brandon.lopez@oxnard.org

SUPPLIES AND EQUIPMENT

1. The Vendor shall furnish and provide all necessary cleaning supplies and equipment as may be required to perform the services under this Contract. All such supplies and materials shall be of the highest quality. The City will furnish the following expendable supplies: paper towels, toilet tissue, toilet seat covers, hand soaps and plastic trash liners. All other supplies are to be provided by the Vendor. The acquisition and dispensing of City furnished expendables will be determined by mutual agreement of the Vendor and the City's Project Manager. In any case, the City will specify the methodology for documenting material usage and accountability. Vendor shall only provide and utilize cleaning products that are certified "green" and bear the label from a nationally recognized eco-labeling program, such as Green Seal or EPA's Safer Choice. Vendor shall provide a list of cleaning products used.
2. City shall have final approval on City furnished materials. If the Vendor takes exceptions with any City furnished materials, they shall submit concerns in writing to City's Project Manager.
3. Vendor shall inspect storage closets and identify out-of-date or unusable cleaning supplies and other hazardous waste. Vendor shall dispose of these items appropriately and shall NOT dispose of them in the trash, sinks, or toilets.
4. Vendor shall provide and utilize only certified HEPA vacuum cleaners designed for commercial use. Vacuums shall not have had any alterations and be kept in good working order at all times.
5. All equipment used in the cleaning of restrooms shall be clearly marked and shall only be used for cleaning restrooms.
6. All mop heads shall be replaced, at a minimum, every 3 months.
7. All vehicles used in the fulfillment of this contract shall be clearly marked with the Vendor's company name and comply with insurance requirements as noted in Exhibit "C". Vehicle assignments shall be included in the monthly staff assignment sheet to be submitted with the monthly invoice, and is a condition of payment. Vehicle insurance renewal documentation shall be submitted annually.

INSPECTION AND ACCEPTANCE

8. The City's Project Manager and/or their designated representative shall conduct inspections of the building work areas covered under this Contract.
9. The City and Vendor shall mutually agree on the documentation format for reporting, inspections, contract compliance, special work, and periodic cleanings. The Vendor shall complete said documentation and submit them as required by the terms of the contract.
10. If upon inspection, the service, materials and/or equipment is found to be defective or deficient in any of the requirements of this Contract, the Vendor shall remedy said service/product/equipment to the City's satisfaction at Vendor's expense. No compensation shall be allowed for material, labor, or transportation required to correct such deficiencies.
 - o All listed service tasks in a given area must be completed for that area to be deemed in compliance with the provisions of this contract and approved for payment.
 - o The Vendor shall have four (4) hours from time of notification to correct any specific instances of unsatisfactory performance. Notification shall be deemed given as soon as the City representative leaves a message notifying Vendor of the deficiency.
 - o In the event that the unsatisfactory performance is not corrected within four (4) hours, the City shall have the immediate right to complete the work with City personnel or outside Vendors to its satisfaction and shall deduct the cost incurred from any balances due or to become due to the Vendor. An additional penalty deduction in the amount of one (1) day's percentage of the monthly total for a given area will be assessed for each day's non-performance for recovering City costs to correct the deficiency.
 - o In the event of missed or incorrect setups, the City shall complete/correct the setup and deduct the cost incurred to make such corrections from any balances due or to become due to the Vendor.

CHANGES IN WORK TO BE PERFORMED OR PLACES OF PERFORMANCE

11. The City may amend the work to be performed, place of performance or both, by giving thirty (30) days written notice to the Vendor of the effective date of any such change. The City shall provide written authorization of such changes. In the event that the City amends the work to be performed, the matter of any increased compensation due to the Vendor shall be negotiated between the parties and will be based in part on similar bid situations in this Service Agreement, if such situations exist. Any reduction in compensation shall be by the specific bid amount currently in the Service Agreement for that site.

VENDOR'S PERFORMANCE

12. Vendor shall provide sufficient labor at all times to properly carry out the services to be performed under this contract and shall ensure that only competent and skilled workers are employed under this contract. Vendor shall ensure that supervision is provided at all times while work is being performed. If, in the judgment of the City,

any Vendor's personnel are incompetent or disorderly, Vendor shall promptly remove such person from the work for the duration of the Contract.

13. Vendor shall not subcontract any part of this contract without the written consent of the City. Consent will not be given to any proposed delegation, which would relieve the Vendor or Vendor's surety of its responsibilities under the Contract.
14. The City shall designate spaces and routes for the storage of material, the ingress and egress of workers and equipment to the sites. All Materials and equipment shall be kept strictly within these limits.

SECURITY

15. It is critical that all property within City facilities remain secure during performance of the Contract.
 - o Physical Keys, access cards or key fobs (KEYS) required to access work areas shall be obtained from the City's Project Manager. Receipt of keys shall be documented on the City's standard access request form and signed for by the Vendor or their authorized representative. Upon completion of the contract, all keys shall be returned to the City's Project Manager. If Vendor fails to return all keys issued, or loses keys, Vendor shall be liable for the total cost of labor and material to re-key all areas accessible with each non returned key.
16. Vehicles shall, whenever possible, drive only on paved or designated roadways within the parks. When not possible, care should be taken.
17. The person designated as Principal Supervisor by the Vendor shall be the liaison between the Vendor and the City's Project Manager. The duties of the Principal Supervisor include, but are not limited to: work schedules, employee records, reports and other correspondence to the City, key security/issuance/collection, response to complaints, employee behavior/discipline, product selection, materials inventory control, monthly performance/compliance inspections and other duties. The Vendor shall furnish the Principal Supervisor with an email and cell phone, so the City may contact them 24 hours per day. Vendor may provide an "on-call" phone number for use after normal working hours.
18. The Principal Supervisor is responsible for responding to complaints and shall do so in an expeditious manner. Failure to do so **will** result in penalty or possible contract termination as outlined in section 2.
19. The Principal Supervisor shall possess at least three (3) years of satisfactory experience (within the last five (5) years) in the management of janitorial operations of the approximate size and scope of this Contract.
20. The Principal Supervisor shall be proficient in speaking, reading and writing English.

QUALIFICATIONS OF OTHER CONTRACT PERSONNEL

21. All Personnel performing work under this contract shall be employees of the Vendor who are fully qualified to perform the work assigned to them. Vendor shall be fully staffed beginning the first day of work under the Contract. All staff shall be trained and experienced cleaning personnel who exhibit the capability of operating with minimum supervision.
22. All Vendors' personnel shall wear readily recognizable uniforms and display a company issued photo identification card while on City property. Any non-

compliance with terms of qualifications will be cause for removal of employee from City property and a possible breach of contract.

CONTRACT PERSONNEL TRAINING

23. At a minimum the Vendor shall provide and document the following trainings for all their personnel performing work under this contract; Cal/OSHA's Injury and Illness Prevention Program (IIPP) standard, Cal/OSHA's Hazard Communication standard, Emergency Action Plan standard, blood borne pathogen training, and monthly safety trainings.
24. Vendor shall provide on the job training for each new product or procedure to be used by their employees.

STANDARDS OF CONDUCT

25. Vendor shall be responsible for any damage created by their employees to City property and/or City employees' personal property. Vendor shall take a time stamped photo of any damage. Photos with a brief explanation shall be electronically sent to City City's Project Manager prior to 7:00am the following morning. Vendor shall pay to the City, on demand, the cost of all repairs to or replacement of property made necessary by any of the operations of Vendor employees under this Contract.
26. Vendor shall ensure their employees present a neat appearance and conduct themselves in a courteous and professional manner.
27. All janitorial services operations shall be conducted as quietly as possible and shall conform to all current Federal, State, County and City regulations.
28. Only authorized Vendor employees are allowed within City facilities during the execution of this contract. Vendor's employees shall not be accompanied in their work area by acquaintances, family members or any other person unless such person is an authorized Vendor employee.

ABSENTEEISM

29. Vendor shall provide qualified relief personnel as necessary to ensure that each assignment is performed daily per Contract specifications regardless of employee absenteeism.
30. If staff is changed for any period longer than three (3) days, Vendor shall notify the City's Project Manager. Changes shall be indicated on the staffing assignment sheet submitted with the monthly invoice. Vendor shall not assign a new employee to this contract until completion of the background check and required training.
31. Relief personnel shall be fully qualified for the position they are fulfilling and shall have passed the security clearance.

RECORDS

32. The Vendor shall maintain full and accurate records with respect to all services and matters covered under this Contract. The City shall have free access at all reasonable times to such records, have the right to examine and audit records, to

- make transcripts therefrom and to inspect all program data, documents, proceedings, labor records, and activities.
33. The Vendor shall maintain a Safety Data Sheets (SDS) binder at each location. Binder shall include the SDS for each chemical used at the site.
 34. The Vendor shall maintain a daily work log at each location. At a minimum, this log shall contain date, time, work complete and name of employee who performed the work. These logs shall be maintained on-site. The Vendor shall maintain a vandalism log. At a minimum this log shall contain date, time and nature of vandalism. This log may be an independent log or combined with the daily work log at the location.
 35. Vendor shall take a time stamped photo of all vandalism. Photos with a brief explanation shall be electronically sent to City City's Project Manager each morning prior to 7:00 am.
 36. The Vendor shall provide certified payroll and any absenteeism notifications with the monthly invoice. The monthly invoice will not be processed for payment without these reports.
 37. Each July the Vendor shall provide documentation of all completed safety training for each employee working under this contract. At a minimum, these records shall include all Federal, State, Cal OSHA, and local training.

SPECIFIC DUTIES

38. Unlock Park Restrooms no earlier than 6:30am and no later than 8:00am
39. *Optional Tasks to be exercised by the needs of the City- City will provide 24 hours notice for addition or removal of task and locations*
40. Lock and secure all restrooms at no earlier than dusk and no later than one (1) hour after dusk.
41. Clean and disinfect all Park Restrooms once per day in accordance with the following tasks:
 - o Upon arrival, close the entrance side gate if the park has a split gate. Notify park occupants of the closing, clean and lock restrooms. If vehicles remain and no driver is available put City Supplied Notice under windshield wiper, lock entrance gate (if gated). Do not attempt to enforce laws. If there are any confrontations contact Police by calling 9-1-1, if applicable.
 - o Inspect facility and immediately notify supervisor of irregularities or hazards
 - o Photo document graffiti then removes minor graffiti from surfaces inside park restrooms with City supplied anti-graffiti wipes. Immediately report all other graffiti.
 - o Photo document any running water then shut off water supply using the valves in the Pipe Chase Rooms or at the plumbing shut off.
 - o Photo document and report all maintenance problems such as vandalism, electrical and plumbing problems to Parks Maintenance Supervisor prior to 7:00 a.m. on the morning following discovery. If it is an emergency, report it to the Parks on-call number.
 - o Pick up debris and trash.
 - o Clean, inspect and refill soap, paper towels, toilet tissue, and seat covers.
 - o Empty, clean and sanitize trash and sanitary containers, replace liners.

- o Clean and disinfect wash basins, toilets, both sides of toilet seats, urinals, under sinks, around drains, and other areas where bacteria might breed using a non-abrasive disinfectant.
- o Treat exterior urine stains and problem areas with an enzyme based urine removal.
- o Clean and polish exposed pipes under washbasins, toilets and urinals.
- o Remove debris from floor drains and clean/scrub drain grates to maintain luster.
- o Scrub and disinfect all interior surfaces including floors, walls, partitions, doors, door frames and other high touch areas using a low odor disinfectant. Refinish floors as necessary to maintain luster.
- o Clean light fixtures, air vents and all metal grates.
- o Clean and polish unpainted metal faucets, flush valves, door plates and mirrors.
- o Clean both sides of entrance doors and polish door hardware.
- o Sweep and damp mop floors using a low odor disinfectant.
- o *Floors shall be dry by 6:00 a.m. Dry mop/vacuum/squeegee as required.*
- o Dispose of all cleaning water in a janitorial sink or toilet only.
- o *Do not dump anything outside o(buildings.*
- o Deodorize the restrooms
- o Clean all areas of trash and debris within ten (10) feet of buildings.
- o Clean top and sides of drinking fountains. Clean drains. Disinfect, scrub fixtures and dry.
- o Disinfect railings and benches
- o Turn out all lights without an occupancy sensor. If City Staff are on premises, verify lighting requirements before leaving.
- o Place all used gloves and other disposable items in a bag with ties before disposing of them with other waste. Wash hands with soap and water for 20 seconds immediately after removing gloves or use an alcohol based hand sanitizer if water is not available.

LOCATION LOCK TIME AND CLEANING SCHEDULE

DESCRIPTION/LOCATION	SQ. FOOTAGE	Cleaning and/or Closing Times
Beck Park	301	Dusk
Carty Park	221	Dusk
College Estates Park	199	Dusk
Colonia Park	560	Dusk
Community Center East Park	240	Dusk
Community Center West Park	512	Dusk
Del Sol Park	363	Dusk
Del Sol Stadium*	1126	*
Durley Park	259	Dusk
Eastwood Park	200	Dusk
Garden City Acres Park	233	Dusk
Johnsons Creek Park	189	Dusk
Lemonwood Park	192	Dusk
Marina West Park	195	Dusk
Orchard Park	193	Dusk
Oxnard Beach Park	419	Dusk
Pleasant Valley Park	192	Dusk
Rio Lindo Park	181	Dusk
Southwest Community Park Extension	227	Dusk
Sierra Linda Park	152	Dusk
Sea Air Park	191	Dusk
Sea View Park	162	Dusk
South Winds Park	192	Dusk
Thomson Park	287	Dusk
Via Marina Park	210	Dusk
Wilson Park	49	Dusk
Parks Division Subtotal	7245	Dusk
Windrow Park	240	Dusk
Crescent Park	240	Dusk
East Park	240	Dusk
Vineyards Park	240	Dusk
Seabridge Park	240	Dusk
Seabridge Park (East)	240	Dusk
Westport Park	240	Dusk
Totals	8925	

*Del Sol Stadium will be cleaned and secured up to 40 times per year after scheduled sporting events. Schedule to be provided to vendor

FUTURE RESTROOM LOCATIONS

The City is currently in the process of procuring and installing prefabricated modular restroom units, manufactured by Exeloo, at various parks located throughout the City. The new Exeloo restrooms will replace the existing restroom facilities at Community Center East Park, Pleasant Valley Park, Del Sol Park, Sea View Park, and College Estates Park in the next 1-2 years. Once installed and operational, the vendor will be responsible for cleaning and maintenance of the units. These units are identified to be "self-cleaning", however, some cleaning and restocking of materials will remain necessary.

Model: Exeloo Jupiter Platinum Twin Toilet (22DD).

CURRENT OPERATIONAL STATUS OF RESTROOMS

Current Park Restrooms Service Status: Restroom status is subject to change at the City's discretion with a 24-hour notice to the janitorial company.

Park Restroom Locations		
<u>Location</u>	<u>Ope n</u>	<u>Closed</u>
Beck Park	X	
Carty Park	X	
College Estates Park		X
Colonia Park	X	
Community Center East Park	X	
Community Center West Park	X	
Del Sol Park	X	
Del Sol Stadium*	X	
Durley Park	X	
Eastwood Park	X	
Garden City Acres Park	X	
Johnsons Creek Park	X	
Lemonwood Park	X	
Marina West Park	X	
Orchard Park	X	
Oxnard Beach Park	X	
Pleasant Valley Park	X	
Rio Lindo Park	X	
Southwest Community Park Extension	X	
Sierra. Linda Park	X	
Sea Air Park	X	
Sea View Park	X	
South Winds Park	X	
Thomson Park	X	
Via Marina Park	X	
Wilson Park	X	
Windrow Park	X	
Crescent Park	X	
East Park	X	
Vineyards Park	X	
Seabridge Park West	X	
Seabridge Park East	X	
Westport	X	

EXHIBIT B

TRADE SERVICE AGREEMENT (CITY of Oxnard and Premier Property Preservation, LLC)

SCHEDULE OF COMPENSATION

Restroom Location	Address	Times Per Day	Daily Opening of Restroom	Daily Cleaning and Locking of	Daily Cleaning, Opening, and Closing	Daily Locking of Restroom Only
Beck Park	600 W. Kamala St.	1	\$6.25	\$17.00	\$18.75	\$6.25
Carty Park	3900 S. F St.	1	\$6.25	\$17.00	\$18.75	\$6.25
College Estates Park	1400 Gary Dr.	1	\$6.25	\$17.00	\$18.75	\$6.25
Colonia Park	170 N. Juanita Dr.	1	\$6.25	\$23.00	\$25.00	\$6.25
Community Center East Park	800 Hobson Way	1	\$6.25	\$17.00	\$18.75	\$6.25
Community Center East Park (Exeloo)	800 Hobson Way	1	\$6.25	\$17.00	\$18.75	\$6.25
Community Center West Park (2)	801 Hobson Way	1	\$6.25	\$26.25	\$31.25	\$6.25
Del Sol Park	1500 Camino Del Sol	1	\$6.25	\$17.00	\$18.75	\$6.25
Del Sol Park Stadium (2)	1800 Camino Del Sol	40 days per year	\$6.25	\$39.50	\$43.75	\$6.25
Durley Park	800 W. Hill St.	1	\$6.25	\$17.00	\$18.75	\$6.25
Eastwood Park	1401 N. F St.	1	\$6.25	\$17.00	\$18.75	\$6.25
Garden City Acres Park	5302 Cypress Rd.	1	\$6.25	\$17.00	\$18.75	\$6.25
Johnson Creek Park	501 E. Johnson Rd.	1	\$6.25	\$17.00	\$18.75	\$6.25
Lemonwood Park	2055 E. San Mateo PL	1	\$6.25	\$17.00	\$18.75	\$6.25
Marina West Park	1300 S. Novato Dr.	1	\$6.25	\$17.00	\$18.75	\$6.25
Orchard Park	2130 Edelweiss St.	1	\$6.25	\$17.00	\$18.75	\$6.25
Oxnard Beach Park (2)	1601 S. Harbor Blvd.	1	\$6.25	\$26.25	\$31.25	\$6.25
Pleasant Valley Park (Exeloo)	4501 Justin Way	1	\$6.25	\$17.00	\$18.75	\$6.25
Rio Lindo Park	841 Blanca St.	1	\$6.25	\$17.00	\$18.75	\$6.25
Southwest Community Park Extension	2500 W. 5th St.	1	\$6.25	\$17.00	\$18.75	\$6.25
Sierra Linda Park	1040 Indigo PL	1	\$6.25	\$17.00	\$18.75	\$6.25
Sea Air Park	2011 9th St.	1	\$6.25	\$17.00	\$18.75	\$6.25
Sea View Park	1001 Offshore St.	1	\$6.25	\$17.00	\$18.75	\$6.25
South Winds Park	455 W. Clara St.	1	\$6.25	\$17.00	\$18.75	\$6.25
Thompson Park	201 N. Imperial St.	1	\$6.25	\$17.00	\$18.75	\$6.25
Via Marina Park	3301 Keel Way	1	\$6.25	\$17.00	\$18.75	\$6.25
Wilson Park	350 N. C St.	1	\$6.25	\$17.00	\$18.75	\$6.25
College Park	3250 S. Rose Ave.	1	\$6.25	\$17.00	\$18.75	\$6.25
East Village	2051 Jacinto Dr.	1	\$6.25	\$17.00	\$18.75	\$6.25
Parks Division Subtotal	32		\$181.25	\$540.00	\$600.00	\$181.25
Windrow Park	764 Nile River Dr.	1	\$6.25	\$17.00	\$18.75	\$6.25
Crescent Park	3475 Oxnard Blvd.	1	\$6.25	\$17.00	\$18.75	\$6.25
East Park	351 Indus Pl	1	\$6.25	\$17.00	\$18.75	\$6.25
Vineyards Park	2790 Smokey Mountain Dr.	1	\$6.25	\$17.00	\$18.75	\$6.25
Seabridge Park West	1556 Seabridge Ln	1	\$6.25	\$17.00	\$18.75	\$6.25
Seabridge Park East	1311 S Victoria Ave	1	\$6.25	\$17.00	\$18.75	\$6.25
Westport	1103 Chesapeake Dr	1	\$6.25	\$17.00	\$18.75	\$6.25
Special Districts Division Subtotal	7		\$43.75	\$119.00	\$131.25	\$43.75
Totals	39					
Total Bid Price by Cat			\$225.00	\$659.00	\$731.25	\$225.00
Total Bid P			\$1,840.25			
Exeloo Restroom	On-Call	1	12	25	30	12
On-Call rate for additional restrooms	On-Call	1	12	25	30	12
Unscheduled Call outs as needed	\$ 40.00/Hour					

EXHIBIT C

TRADE SERVICES AGREEMENT (CITY of Oxnard and Premier Property Preservation, LLC)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as “SERVICE PROVIDER”) must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER’S RISK REQUIREMENT)

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$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 location or shall be twice the occurrence amount;

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. 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. Additionally, the workers’ compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. 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 sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D 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).**

4. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. 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.

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

1/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.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 ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR ☒ 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 ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$	
A.	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
A.	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000	
A.	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS						
CERTIFICATE HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US			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			

Rev. 1/23

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim _____ (which)	
NAMED INSURED		APPLICABILITY: This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ In which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ _____ Telephone: () _____	
\$ _____ per accident, for bodily injury and property damage.			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US		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 _____	

**TRADE SERVICES AGREEMENT
(CITY of Oxnard and Premier Property Preservation, LLC)**

LIVING WAGE POLICY

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. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than \$19.51 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. SERVICE PROVIDER 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 SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.
- D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024**

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than \$19.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, 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 area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. SERVICE PROVIDER 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.
- b. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.
- c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

EXHIBIT E

TRADE SERVICES AGREEMENT (CITY of Oxnard and Premier Property Preservation, LLC)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.
3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.
6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors

shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

9. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit \$25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its

officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

EXHIBIT F

TRADE SERVICES AGREEMENT (CITY of Oxnard and Premier Property Preservation, LLC)

IRAN CONTRACTING ACT CERTIFICATION (TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT) Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete one of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): _____

Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____

Date Executed _____

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____

Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____

Date Executed _____

Executed in the County of _____ in the State of _____

Bid Tabulation 25-39 Janitorial Services for Park Restrooms

Restroom Location	Address	Times Per Day	Bound Enterprises, Inc. dba ScrubCan				Executive Facilities Services, Inc.				Premier Property Preservation, LLC				Rich and Famous, Inc. dba Big Green Cleaning Company				US Metro Group, Inc.			
			Daily Opening of Restroom	Daily Cleaning and Locking of Restroom	Daily Cleaning, Opening, and Closing	Daily Locking of Restroom Only	Daily Opening of Restroom	Daily Cleaning and Locking of Restroom	Daily Cleaning, Opening, and Closing	Daily Locking of Restroom Only	Daily Opening of Restroom	Daily Cleaning and Locking of Restroom	Daily Cleaning, Opening, and Closing	Daily Locking of Restroom Only	Daily Opening of Restroom	Daily Cleaning and Locking of Restroom	Daily Cleaning, Opening, and Closing	Daily Locking of Restroom Only	Daily Opening of Restroom	Daily Cleaning and Locking of Restroom	Daily Cleaning, Opening, and Closing	Daily Locking of Restroom Only
Beck Park	600 W. Kamala St.	1	\$3.00	\$20.51	\$23.51	\$15.00	\$8.04	\$26.08	\$34.39	\$8.04	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$21.00	\$31.50	\$52.50	\$21.00
Carty Park	3900 S. F St.	1	\$3.00	\$20.51	\$23.51	\$15.00	\$5.90	\$19.14	\$25.25	\$5.90	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$15.41	\$23.13	\$38.54	\$15.41
College Estates Park	1400 Gary Dr.	1	\$3.00	\$20.51	\$23.51	\$15.00	\$5.32	\$17.24	\$22.74	\$5.32	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$13.88	\$20.82	\$34.70	\$13.88
Colonia Park	170 N. Juanita Dr.	1	\$3.00	\$20.51	\$23.51	\$15.00	\$14.96	\$48.51	\$63.98	\$14.96	\$6.25	\$23.00	\$25.00	\$6.25	\$7.32	\$35.86	\$43.18	\$7.32	\$39.07	\$58.59	\$97.66	\$39.07
Community Center East Park	800 Hobson Way	1	\$3.00	\$20.51	\$23.51	\$15.00	\$6.41	\$20.79	\$27.42	\$6.41	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$16.74	\$25.11	\$41.85	\$16.74
Community Center East Park (Exeloo)	800 Hobson Way	1	\$3.00	\$20.51	\$23.51	\$15.00	\$3.74	\$12.13	\$16.00	\$3.74	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$16.13	\$24.19	\$40.31	\$16.13
Community Center West Park (2)	801 Hobson Way	1	\$3.00	\$20.51	\$23.51	\$15.00	\$13.68	\$44.35	\$58.50	\$13.68	\$6.25	\$26.25	\$31.25	\$6.25	\$7.32	\$35.86	\$43.18	\$7.32	\$35.71	\$53.57	\$89.28	\$35.71
Del Sol Park	1500 Camino Del Sol	1	\$3.00	\$20.51	\$23.51	\$15.00	\$9.70	\$31.45	\$41.47	\$9.70	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$33.62	\$40.94	\$7.32	\$25.32	\$37.98	\$63.31	\$25.32
Del Sol Park Stadium (2)	1800 Camino Del Sol	40 days per year	\$3.00	\$63.00	\$66.00	\$15.00	\$9.52	\$18.52	\$28.18	\$9.52	\$6.25	\$39.50	\$43.75	\$6.25	\$17.08	\$89.66	\$106.74	\$17.08	\$78.54	\$117.81	\$196.35	\$78.54
Durley Park	800 W. Hill St.	1	\$3.00	\$20.51	\$23.51	\$15.00	\$6.92	\$22.44	\$29.59	\$6.92	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$18.07	\$27.09	\$45.16	\$18.07
Eastwood Park	1401 N. F St.	1	\$3.00	\$20.51	\$23.51	\$15.00	\$5.34	\$17.33	\$22.85	\$5.34	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$13.95	\$20.92	\$34.87	\$13.95
Garden City Acres Park	5302 Cypress Rd.	1	\$3.00	\$20.51	\$23.51	\$15.00	\$6.22	\$20.18	\$26.62	\$6.22	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$16.25	\$24.38	\$40.63	\$16.25
Johnson Creek Park	501 E. Johnson Rd.	1	\$3.00	\$20.51	\$23.51	\$15.00	\$5.05	\$16.37	\$21.59	\$5.05	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$13.19	\$19.77	\$32.96	\$13.19
Lemonwood Park	2055 E. San Mateo PL	1	\$3.00	\$20.51	\$23.51	\$15.00	\$5.13	\$16.63	\$21.94	\$5.13	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$13.40	\$20.08	\$33.48	\$13.40
Marina West Park	1300 S. Novato Dr.	1	\$3.00	\$20.51	\$23.51	\$15.00	\$5.21	\$16.89	\$22.28	\$5.21	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$13.60	\$20.41	\$34.01	\$13.60
Orchard Park	2130 Edelweiss St.	1	\$3.00	\$20.51	\$23.51	\$15.00	\$5.16	\$16.72	\$22.05	\$5.16	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$13.46	\$20.20	\$33.66	\$13.46
Oxnard Beach Park (2)	1601 S. Harbor Blvd.	1	\$3.00	\$20.51	\$23.51	\$15.00	\$11.19	\$36.30	\$47.87	\$11.19	\$6.25	\$26.25	\$31.25	\$6.25	\$7.32	\$35.86	\$43.18	\$7.32	\$29.22	\$43.84	\$73.06	\$29.22
Pleasant Valley Park (Exeloo)	4501 Justin Way	1	\$3.00	\$20.51	\$23.51	\$15.00	\$5.13	\$16.63	\$21.94	\$5.13	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$13.40	\$20.08	\$33.48	\$13.40
Rio Lindo Park	841 Blanca St.	1	\$3.00	\$20.51	\$23.51	\$15.00	\$4.84	\$15.68	\$20.68	\$4.84	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$12.63	\$18.94	\$31.56	\$12.63
Southwest Community Park Extension	2500 W. 5th St.	1	\$3.00	\$20.51	\$23.51	\$15.00	\$6.06	\$19.66	\$25.94	\$6.06	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$15.84	\$23.75	\$39.59	\$15.84
Sierra Linda Park	1040 Indigo PL	1	\$3.00	\$20.51	\$23.51	\$15.00	\$4.06	\$13.17	\$17.37	\$4.06	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$10.60	\$15.90	\$26.50	\$10.60
Sea Air Park	2011 9th St.	1	\$3.00	\$20.51	\$23.51	\$15.00	\$5.10	\$16.55	\$21.82	\$5.10	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$13.32	\$19.98	\$33.30	\$13.32
Sea View Park	1001 Offshore St.	1	\$3.00	\$20.51	\$23.51	\$15.00	\$4.33	\$14.03	\$18.51	\$4.33	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$11.30	\$16.95	\$28.25	\$11.30
South Winds Park	455 W. Clara St.	1	\$3.00	\$20.51	\$23.51	\$15.00	\$5.13	\$16.63	\$21.94	\$5.13	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$13.40	\$20.08	\$33.48	\$13.40
Thompson Park	201 N. Imperial St.	1	\$3.00	\$20.51	\$23.51	\$15.00	\$7.67	\$24.86	\$32.79	\$7.67	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$33.62	\$40.94	\$7.32	\$20.02	\$30.03	\$50.04	\$20.02
Via Marina Park	3301 Keel Way	1	\$3.00	\$20.51	\$23.51	\$15.00	\$5.61	\$18.19	\$23.99	\$5.61	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$14.65	\$21.97	\$36.61	\$14.65
Wilson Park	350 N. C St.	1	\$3.00	\$20.51	\$23.51	\$15.00	\$1.31	\$4.24	\$5.60	\$1.31	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$22.42	\$29.74	\$7.32	\$3.42	\$5.13	\$8.55	\$3.42
College Park	3250 S. Rose Ave.	1	\$3.00	\$20.51	\$23.51	\$15.00	\$8.68	\$28.15	\$37.13	\$8.68	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$13.75	\$20.64	\$34.40	\$13.75
East Village	2051 Jacinto Dr.	1	\$3.00	\$20.51	\$23.51	\$15.00	\$7.64	\$24.78	\$32.68	\$7.64	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$13.75	\$20.64	\$34.40	\$13.75
Windrow Park	764 Nile River Dr.	1	\$3.00	\$20.51	\$23.51	\$15.00	\$6.41	\$20.79	\$27.42	\$6.41	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$20.64	\$30.96	\$51.60	\$20.64
Crescent Park	3475 Oxnard Blvd.	1	\$3.00	\$20.51	\$23.51	\$15.00	\$6.41	\$20.79	\$27.42	\$6.41	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$20.64	\$30.96	\$51.60	\$20.64
East Park	351 Indus Pl	1	\$3.00	\$20.51	\$23.51	\$15.00	\$6.41	\$20.79	\$27.42	\$6.41	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$20.64	\$30.96	\$51.60	\$20.64
Vineyards Park	2790 Smokey Mountain Dr.	1	\$3.00	\$20.51	\$23.51	\$15.00	\$6.41	\$20.79	\$27.42	\$6.41	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$20.64	\$30.96	\$51.60	\$20.64
Seabridge Park West	1556 Seabridge Ln	1	\$3.00	\$20.51	\$23.51	\$15.00	\$6.41	\$20.79	\$27.42	\$6.41	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$8.72	\$13.08	\$21.80	\$8.72
Seabridge Park East	1311 S Victoria Ave	1	\$3.00	\$20.51	\$23.51	\$15.00	\$6.41	\$20.79	\$27.42	\$6.41	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$8.72	\$13.08	\$21.80	\$8.72
Westport	1103 Chesapeake Dr	1	\$3.00	\$20.51	\$23.51	\$15.00	\$6.41	\$20.79	\$27.42	\$6.41	\$6.25	\$17.00	\$18.75	\$6.25	\$7.32	\$31.38	\$38.70	\$7.32	\$20.64	\$30.96	\$51.60	\$20.64
Total Daily Cost (\$)			\$108.00	\$780.85	\$888.85	\$540.00	\$237.92	\$759.17	\$1,005.05	\$237.92	\$225.00	\$659.00	\$731.25	\$225.00	\$273.28	\$1,196.92	\$1,470.20	\$273.28	\$669.66	\$1,004.44	\$1,674.09	\$669.66
Total Bid Price (\$)			\$2,317.70				\$2,240.06				\$1,840.25				\$3,213.68				\$4,017.85			

*Note - One additional bid, OCD Klean, was deemed to be non-responsive therefore not included in the bid tabulation.

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and US Metro Group, Inc.)

SCHEDULE OF COMPENSATION

Restroom Location	Address	Times Per Day	Daily Opening of Restroom	Daily Cleaning and Locking of Restroom	Daily Cleaning, Opening, and Closing	Daily Locking of Restroom Only
Beck Park	600 W. Kamala St.	1	\$ 20.35	\$ 30.52	\$ 50.87	\$ 20.35
Carty Park	3900 S. F St.	1	\$ 14.94	\$ 22.41	\$ 37.35	\$ 14.94
College Estates Park	1400 Gary Dr.	1	\$ 13.45	\$ 20.17	\$ 33.62	\$ 13.45
Colonia Park	170 N. Juanita Dr.	1	\$ 37.85	\$ 56.78	\$ 94.63	\$ 37.85
Community Center East Park	800 Hobson Way	1	\$ 16.22	\$ 24.33	\$ 40.55	\$ 16.22
Community Center West Park (2)	801 Hobson Way	1	\$ 34.60	\$ 51.90	\$ 86.51	\$ 34.60
Del Sol Park	1500 Camino Del Sol	1	\$ 24.54	\$ 36.81	\$ 61.34	\$ 24.54
Del Sol Park Stadium (2)	1800 Camino Del Sol	40 days per year	\$ 76.11	\$ 114.16	\$ 190.26	\$ 76.11
Durley Park	800 W. Hill St.	1	\$ 17.51	\$ 26.25	\$ 43.76	\$ 17.51
Eastwood Park	1401 N. F St.	1	\$ 13.52	\$ 20.27	\$ 33.79	\$ 13.52
Garden City Acres Park	5302 Cypress Rd.	1	\$ 15.75	\$ 23.62	\$ 39.37	\$ 15.75
Johnson Creek Park	501 E. Johnson Rd.	1	\$ 12.78	\$ 19.16	\$ 31.94	\$ 12.78
Lemonwood Park	2055 E. San Mateo Pl.	1	\$ 12.98	\$ 19.46	\$ 32.44	\$ 12.98
Marina West Park	1300 S. Novato Dr.	1	\$ 13.18	\$ 19.77	\$ 32.95	\$ 13.18
Orchard Park	2130 Edelweiss St.	1	\$ 13.05	\$ 19.57	\$ 32.62	\$ 13.05
Oxnard Beach Park (2)	1601 S. Harbor Blvd.	1	\$ 28.32	\$ 42.48	\$ 70.79	\$ 28.32
Pleasant Valley Park	4501 Justin Way	1	\$ 12.98	\$ 19.46	\$ 32.44	\$ 12.98
Rio Lindo Park	841 Blanca St.	1	\$ 12.24	\$ 18.35	\$ 30.59	\$ 12.24
Southwest Community Park Extension	2500 W. 5th St.	1	\$ 15.35	\$ 23.01	\$ 38.36	\$ 15.35
Sierra Linda Park	1040 Indigo Pl.	1	\$ 10.27	\$ 15.41	\$ 25.68	\$ 10.27
Sea Air Park	2011 9th St.	1	\$ 12.91	\$ 19.36	\$ 32.27	\$ 12.91
Sea View Park	1001 Offshore St.	1	\$ 10.95	\$ 16.43	\$ 27.38	\$ 10.95
South Winds Park	455 W. Clara St.	1	\$ 12.98	\$ 19.46	\$ 32.44	\$ 12.98
Thompson Park	201 N. Imperial St.	1	\$ 19.40	\$ 29.10	\$ 48.49	\$ 19.40
Via Marina Park	3301 Keel Way	1	\$ 14.19	\$ 21.29	\$ 35.48	\$ 14.19
Wilson Park	350 N. C St.	1	\$ 3.32	\$ 4.97	\$ 8.28	\$ 3.32
College Park	3250 S. Rose Ave.	1	\$ 13.33	\$ 20.00	\$ 33.33	\$ 13.33
East Village	2051 Jacinto Dr.	1	\$ 13.33	\$ 20.00	\$ 33.33	\$ 13.33
Parks Division Subtotal			\$ 516.36	\$ 774.51	\$ 1,290.87	\$ 516.36
Windrow Park	764 Nile River Dr.	1	\$ 20.00	\$ 30.00	\$ 50.00	\$ 20.00
Crescent Park	3475 Oxnard Blvd.	1	\$ 20.00	\$ 30.00	\$ 50.00	\$ 20.00
East Park	351 Indus Pl.	1	\$ 20.00	\$ 30.00	\$ 50.00	\$ 20.00

Agreement No. A-8377

Vineyards Park	2790 Smokey Mountain Dr.	1	\$	20.00	\$	30.00	\$	50.00	\$	20.00
Special Districts Division Subtotal			\$	80.01	\$	120.01	\$	200.02	\$	80.01
Exeloo Restroom	Various	1	\$	15.63	\$	23.44	\$	39.06	\$	15.63
GRAND TOTAL			\$	611.99	\$	917.96	\$	1,529.95	\$	611.99

Unscheduled Call Outs as needed	\$33.08/hr
Daily Square Footage rate for additional restrooms	\$0.13/sq. ft/day

The period of performance anticipated for this agreement shall be for three (3) years, exercisable in one year option increments. effective February 1st, 2022 , unless terminated earlier. The exercise of the one year option period(s) shall be subject to the City's discretion and based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services. Updated annual pricing must be submitted to the City in writing, no later than the November 1st preceding the option date. Increases shall not exceed the Consumer Price Index for all Urban Consumers (CPI-U) for Los Angeles from the U.S. Bureau of Labor Statistics based on 12-month CPI-U for May or September, whichever is greater.



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. L.1

DATE: January 21, 2025

TO: City Council

FROM: Brenda Lopez, Interim Housing Director, (805) 385-8092, brenda.lopez@oxnard.org

SUBJECT: Second Substantial Amendment to the 2023-24 Annual Action Plan. (10 minutes)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing and receive comments related to the Substantial Amendment to the Fiscal Year 2023-2024 Annual Action Plan;
2. Approve a Substantial Amendment to the 2023-2024 Annual Action Plan, reallocating Community Development Block Grant and HOME Investment Partnership Program funds;
3. Authorize the City Manager and his designees, to execute the required applications, certifications, and other pertinent documents for the submission of the Amendment to the United States Department of Housing and Urban Development;
4. Authorize the City Manager and his designees, to execute the appropriate agreements with subrecipients, and to adjust any of the funding activities, not to exceed ten percent, if the programs require more or less funding to meet their objectives; and,
5. Authorize the City Manager and his designees, to appropriate and recognize grant revenue, for HOME Investment Partnership Program (Fund 202) and Community Development Block Grant (Fund 201) funds to the proposed activities identified in this staff report.

(The Community Services, Public Safety, Housing and Development Committee approved 3-0 on December 10, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/l6jQPQ_IFY

BACKGROUND

EXECUTIVE SUMMARY

Per Housing and Urban Development (HUD) regulations, not more than 1.5 times of an annual CDBG award should be unspent each year, where the limit for 2025 is \$3,147,195. This analysis is based on the date of May 2nd of each year.

As of November of 2024, the unexpended CDBG fund balance is \$5,786,222.85. This includes \$4,269,042.05 of funding currently under contract plus \$1,517,180.80 of uncommitted funds. In order to meet the 1.5 expenditure requirement the City must disburse \$2,639,027.85 of its CDBG commitments by May 2, 2025. Staff will continue to monitor expenditures on existing contracts to reach timeliness compliance by May 2, 2025. In order to achieve the HUD regulations, staff also proposes to commit \$1,517,180.80 of unobligated funds, as described below.

On December 16, 2024 (after Council Committee meeting), Housing staff received a determination from HUD regarding the City's inability to reimburse for CDBG eligible expenditures prior to the Second Substantial Amendment's date of approval (the subject Council item). This in essence means that only project costs incurred after January 21st are eligible

for reimbursement. This determination will not allow the City to meet the regulation to not have more than 1.5 times of an annual CDBG award by May 2nd.

To address this December 16th determination from HUD, staff has a two pronged approach:

1. Federal regulations allow CDBG grantees to request a waiver from this determination. On December 30, 2024 staff submitted a waiver to fund CDBG eligible expenditures retroactive. At the time of printing this report HUD has not responded to the request. If HUD approves this waiver, then the recommendations for funding amounts for the projects described in the December 10th Council Committee report may remain unchanged.
2. Secondly, staff is recommending that the Substantial Amendment be amended from what was presented to Council Committee. The recommended change is for the Substantial Amendment to provide not to exceed amounts rather than specific dollar amounts for the Dolores Huerta Garden Apartment project and Casa Aliento project (as described below). This approach will allow the City to meet the regulation to not have more than 1.5 times of an annual CDBG award unspent by May 2, 2025.

BACKGROUND

Every year the City of Oxnard receives grant funds from the United States Department of Housing and Urban Development for the Community Development Block Grant (CDBG), HOME Investment Partnerships Act and Emergency Solutions Grant (ESG). An annual action plan must be approved by the City Council and HUD before entitlement grant funds can be used as set forth in that plan. Annual Action Plans include how the funding will be spent, who will receive the money, the services that will be provided to the community, and the population to be served within the year the plan is developed for. The procedures to approve these documents are set forth in a Citizen Participation Plan as required by HUD and approved by the City Council.

Community Development Block Grant (CDBG)

After the close of each fiscal year the Housing Department reviews prior year fund balances and open projects the department assesses whether or not projects can be completed within the current fiscal year, if there is a need to reduce or terminate funding for slow or unresponsive projects, and if completed projects spent less than the funds awarded to them, which results in the need to reallocate funds to other projects. Once these reviews are complete, and if 10% of the current year allocation or \$200,000 of surplus of funds are identified, the Housing Department prepares a mid-year annual action plan amendment with a recommendation on how to allocate the surplus. The mid-year plan amendment, when substantial changes are identified, must be approved by the City Council and the United States Department of Housing and Urban Development (HUD).

HOME Investment Partnerships Program

HOME funds are awarded annually by HUD and can be used only for activities that produce affordable housing. The current uncommitted balance of HOME funds is \$1,856,200.59. HOME funds are not subject to the HUD regulations that apply to CDBG (more than 1.5 times of the annual award should be unspent each year). If Council approves staff's recommendations, the HOME program will have a remaining fund balance of \$816,200.59.

DISCUSSION

The Housing Department has received requests for additional funds from multi-family affordable housing projects that are currently underway. Below are staff's recommendations for the balance of uncommitted funds (\$1,517,180.80) for the CDBG and a portion of the uncommitted HOME Investment Partnerships Program (HOME). All other projects of the 2023-2024 Annual Action Plan remain unchanged for the remainder of the fiscal year.

Dolores Huerta Garden Apartments - up to \$883,749.80 in CDBG

The Dolores Huerta Garden Apartments, a fifty-eight-unit apartment community, is in need of additional funds to complete the required infrastructure improvements. The project is in the final stages and expected to be completed by April 15, 2025.

The City of Oxnard previously committed \$1,854,000 from the HOME program in support of the project. The Housing

Authority of the City of Oxnard also committed thirteen Veteran Assisted Supportive Housing Section 8 Vouchers. At the December 10, 2024 Council Committee meeting staff recommended contributing \$883,749.80 of CDBG funds in support of the project.

Based on the estimated project completion date and the December 16th HUD letter that expenses can only be counted from the time that the Second Substantial Amendment is approved, there would not be enough remaining expenses for the project from January 21 - May 2nd to draw down the recommended \$883,749.80. The expenses will only total \$268,074. It is estimated that there is approximately \$268,074 in expenses remaining in the project after January 21st. Therefore, staff is recommending that the Second Substantial Amendment be amended to allow for a not to exceed amount of \$883,749.80 in CDBG funding for this project. The final funding amount will be contingent on the HUD determination of retroactive expenses and in no case would the funding amount cause the City to commit more CDBG funds than available.

Casa Aliento Site Improvements- up to \$792,999 in CDBG

At the December 10, 2024 Council Committee meeting staff recommended contributing \$593,000 for infrastructure improvements for the seventy-unit Casa Aliento permanent supportive housing development. The City has not previously contributed funding towards this project. The City recommended the funding amount of \$593,000 based upon the available CDBG funding, taking into account an award of \$883,749.80 to the Dolores Huerta Garden Apartments project.

With HUDs December 16th determination that past expenses for the Dolores Huerta project are not eligible for reimbursement, staff recommends increasing the potential CDBG award amount to \$792,999 for the Casa Aliento project. Casa Aliento is not as far along in the construction phases so there are many future expenses that are eligible for reimbursement.

Staff is recommending that the Second Substantial Amendment be amended to allow for a range of \$593,000 to \$792,999 in CDBG funding for this project. The final funding amount will be contingent on the HUD determination of retroactive expenses and in no case would the funding amount cause the City to commit more CDBG funds than available.

CDBG Project Related Costs - \$40,431

With the recommended CDBG funding for the Casa Aliento and the Dolores Huerta Garden Apartments projects, staff also recommends an allocation of \$40,431 for consultant services and staff-related costs related to monitoring the use of the CDBG funds. This recommendation in funding amount is unchanged from what was presented in the December 10th Committee report.

Aspire Apartments - \$1,040,000 in HOME

In March 2024, City Council authorized the commitment of \$1,200,000 in HOME-American Rescue Plan funding to Many Mansions in support of Aspire Apartments, a mixed-use project including eighty-seven affordable rental units. Rising costs have caused a new financial gap of \$1,000,000. Project related costs are also included in the budget for federal compliance monitoring, staff-related costs, and other potential expenditures in the amount of \$40,000. Many Mansions intend to break ground by late 2025. This recommendation in funding amount is unchanged from what was presented in the December 10th Committee report.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

Approval of the recommended action will authorize the City Manager or designee to approve the appropriation and recognition of grant revenue for HOME (Fund 202) and CDBG (Fund 201) funds for the activities described.

*For Finance Use Only: CDBG Fed. Grant Fund : (Org. 2018101 Obj. 48020), Dolores Huerta Garden Apartments & Project related costs (Org. 2018105 Obj. 53600 Project G2336); Commercial and Casa Aliento Site Improvements & Project related costs (Org. 2018105 Obj. 53600 Project TBD Gxxxx),
HOME Fed. Grant Fund: (Org. 2028105 Obj. 48000), Aspire Apartments & Project related costs (Org. 2028105 Obj. 50000 / 53600 Project G2508),*

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing and Development Committee approved 3-0 on December 10, 2024 to approve the staff recommendation and to forward the item for Council approval. Due to new information from HUD after the December 10th meeting, this report contains additional information and potential changes to the funding amounts for the projects.

Prepared by: Andrea Palmer, Grants Manager

ATTACHMENTS

1. 2023-24 Second Amendment Annual Action Plan
2. 2023-2024 MID YEAR BUDGET REALLOCATIONS
3. Powerpoint for Presentation



2023 Annual Action Plan Second Amendment **DRAFT** January 2025

Prepared by:

City of Oxnard – Housing Department – Grants Management
435 South D Street, Oxnard, California, 93030

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

SECOND ANNUAL ACTION PLAN AMENDMENT - City of Oxnard amendment to reallocate prior year resources for new projects to the Community Development Block Grant (CDBG) funds to the fourth year 2023 Annual Action Plan in the 2020- 2024 Ventura County Regional Consolidated Plan, per City of Oxnard Council Action on May 16, 2023 with a first amendment on December 19, 2023. This is a substantial amendment and requires the second amendment to this document. The amendment is exclusively for the prior year CDBG funds as changes to a specific project have been identified in the AP-38 of this report. City of Oxnard Council action scheduled on January 21, 2025.

1. Introduction

The City of Oxnard is within Ventura County, California, located northwest of Los Angeles and southwest of Santa Barbara. Oxnard is the largest city in the county with the population of 202,063, according to the United States Census Bureau population estimates in 2020. The regulations of the United States Department of Housing and Urban Development (HUD) require that an Annual Action Plan (AAP) be submitted for each plan year within an agency's Consolidated Plan.

The City of Oxnard (City) joined the Ventura County Regional Consolidated Plan (Regional ConPlan) for the 2020-2024 ConPlan period. The collaborators that developed the Regional Consolidated Plan are the County of Ventura, and the Cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, Santa Paula, San Buenaventura (City of Ventura), Simi Valley, and Thousand Oaks. The Regional ConPlan document is a HUD requirement that provides a needs and gaps analysis of the community to base Annual Action Plan goals and activities on, and to ensure that the targeted populations and geographic areas are being served in accordance to HUD regulations.

The AAP's annually identify the resources available to address those needs identified in the Regional ConPlan, describe the activities that will be undertaken designed to meet the annual goals and objectives that relate to the identified needs as determined in the Regional ConPlan, describe the geographic areas targeted for assistance, include the Citizen Participation Plan, and set the basis for performance monitoring whereby results are measured as goals accomplished and outcome indicators.

Goals and objectives of the community needs identified in the Regional ConPlan will be accomplished by activities specified by the City's AAPs. With the 2023 AAP, the City will implement activities that continue to strive to derive positive outcomes that were set forth as goals for the Regional ConPlan period, Plan Year 2023. The current AAP will cover the period of July 1, 2023 to June 30, 2024 (plan year 2023). Herein are described the expected federal, state and local resources, the priorities and specific objectives the City desires to achieve, and the activities that will be undertaken throughout the 2023 plan year.

In recent years, the City's allocation of entitlement grant funds from HUD has either increased or remained relatively unchanged but this year's allocation slightly decreased. The Plan year 2023 allocations are; Community Development Block Grant (CDBG) \$2,213,917 a decrease of 6.4%, HOME Investment Partnerships (HOME), \$768,867 a decrease of 10.1% and Hearth Emergency Solutions Grant (HESG), \$207,883 a decrease of 1.7%. Total HUD entitlement grant funds decreased by 7%, to \$3,190,667.

The City's goals, as identified in the Regional ConPlan, can be found throughout this AAP, and are designed to principally serve extremely-low, low-, and moderate-income residents by addressing the following:

- Improve the Supply of Affordable Housing
- Enhance Economic Stability
- Increase Social Services
- Work to End Homelessness

- Create Quality Neighborhoods
- Effective Administration

The AAP describes the resources expected to be available in the coming program year from federal, state, local and private sources, and also includes a description of the activities that will be undertaken to meet the specific objectives.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City is being guided by HUD's Office of Community Planning Development Outcome Performance Measurement System to address the high priority needs stated in its Regional ConPlan. When funding an activity, the City determines which of three HUD objectives best describes the purpose of the activity. The three objectives are:

- Suitable Living Environment (SL) - In general, this objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.
- Decent Housing (DH) - The activities that typically would be found under this objective are designed to cover the wide range of housing programs possible under HOME, CDBG or HESG. This objective focuses on housing programs where the purpose of the program is to meet individual family or community needs and not programs where housing is an element of a larger effort, since such programs would be more appropriately reported under Suitable Living Environment.
- Creating Economic Opportunities (EO) - This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City combines the information reported to HUD in the FY2021-22 Consolidated Annual Performance and Evaluation Report (CAPER) and the directives from HUD in the determination and recommendation of the FY2023-24 AAP proposed projects.

The three major program areas underlining CDBG, HESG and HOME entitlement grants, such as (1) Decent and Affordable Housing, (2) Suitable Living Environment, and (3) Economic Opportunities, coupled with the Continuum of Care (CoC) of Homelessness have received a high priority in the 2020-24 Regional ConPlan. The goals and accomplishments for Plan year 2023 are summarized in the Annual Goals and Objectives AP-20 in the AAP.

Accomplishments achieved during the program year (PY) 2021(July 1, 2021 through June 30, 2022) were evaluated in detail in the PY 2021 CAPER. The CAPER was completed and submitted to HUD on October 13, 2022. Due to COVID-19, programs had challenges during the pandemic to meet the annual goals in 2021-22.

Public Services actual accomplishments total was 8,271 persons. Homeless programs provided services to 917 homeless persons, senior programs provided services to 44 persons, youth services provided services to 1,180 persons, health services programs provided services to 49 persons, food pantry services provided services to 6,081 persons for Oxnard residents during FY 2021-22.

Public Improvements and Infrastructure activities included park improvements located in low- and moderate-income areas at Community Center East Park, Wilson Park and Pleasant Valley Park and homeless shelter building improvements for Oxnard residents city-wide. The programs have not completed yet due to staff turnover in Public Works, however, the projects are anticipated to complete in program year 2023-2024.

Homeowner Rehabilitation was awarded funds in FY 2021-22, and was unable to complete its program due to the impacts related to COVID-19, therefore the program has been on hold for the past two years. Once the program has the capacity to commence services, CDBG funds will be considered to assist with the service.

Code compliance conducted 2,366 inspections in FY2021-22.

Homelessness services funded by HESG provided 86 persons with emergency shelter services and 20 households were provided rapid rehousing services in Oxnard during FY2021-22. Street Outreach is expected to move forward in FY2022-23.

The HOME funds provided 3 (three) down payment assistance loans to low- and moderate-income household Oxnard residents issued in FY2021-22.

No rental units were constructed this year, however, there have been two projects selected for HOME commitment of funds that are scheduled to break ground in fiscal year 2022-23.

Within CARES Act program, the Public Services accomplishments total 214 persons assisted within the CDBG-CV program. In Economic Development- the Business Assistance program, reported 1 (one) loan created in FY 2021-22. The Economic Development program continues to serve business in FY 2022-23. There were six CDBG -CV activities that completed in FY2021-22 and five activities that did not move forward due to the inability to carry out their activities during covid pandemic. The City has processed an amendment for the CDBG-CV balance of remaining funds in February 2023 in order to move forward with projects related to COVID-19.

CARES ACT ESG-CV, emergency shelter assisted 173 persons, street outreach program assisted 416 persons and 11 households (27 persons) were assisted with rapid rehousing in FY2021-22. The ESG-CV funds will continue to assist homeless person in FY2022-23.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

SECOND ANNUAL ACTION PLAN AMENDMENT UPDATE - For purposes of the Annual Action Plan Amendment, the public hearing is scheduled on January 21, 2025 during the full Council meeting. A 30-day public comment period was conducted between December 20, 2024 and January 21, 2025. Comments are pending during the comment period.

FIRST AMENDMENT Update: The public hearing was scheduled on December 19, 2023 during the City Council meeting. A 30-day public comment period started November 17, 2023 and ended December 19, 2023. There was no verbal comment and no written comment submitted during the public comment period. As part of the AAP development, the City staff scheduled two public hearings: (1) February 14, 2023 and (2) May 16, 2023:

The Public Hearing-February 14, 2023 provided the opportunity for the public to comment on unmet community needs for FY 2023-24 AAP. As part of the development process of the AAP, City Staff developed a mailing list of more than 60 emails and addresses consisting of organizations, service providers, Oxnard Housing Authority, Oxnard Senior Centers and cities within Ventura County were provided a copy of the public hearing in English and Spanish. The public hearing notices in English and Spanish were included in the Neighborhood News packets which were distributed weekly for a month prior to the public meeting to approximately 250 Oxnard residents. The public hearing notice was published in the Vida newspaper in English and Spanish, posted on the City website, broadcasted on the public viewing TV Channels 10/35 and posted in public buildings such as the Main Library, City Clerk's Office and Housing Department Administration building. The public comment period started December 9, 2022 and ended on February 14, 2023. During the public comment period there were no written public comments submitted and no verbal public comment was received during the public hearing. In accordance with Assembly Bill 361 and in response to the declared state and local emergencies due to the novel coronavirus, the legislative body will meet in-person and remotely. To participate remotely visit www.oxnard.org To find out how you may provide public comment, please refer to the instruction at [www.https://www.oxnard.org/city-meetings/](https://www.oxnard.org/city-meetings/). The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at [Youtube.com/oxnardnews](https://www.youtube.com/oxnardnews). Video recordings

of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings. Submit an email to cityclerk@oxnard.org no later than 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.

Second public hearing –May 16, 2023 (1) to provide the opportunity to the public to comment on the projects recommended for funding for FY 2023-24 AAP and the draft AAP; and (2) to receive recommendations and direction from the City Council regarding the FY 2023-24 AAP grant funding. As part of the development process of the AAP, City Staff developed a mailing list of more than 60 emails and addresses consisting of organizations, service providers; Oxnard Wilson Senior Center-Special Population Services for persons with disabilities, Oxnard Housing Authority, Multi Service Center-Resident Services in Oxnard Colonia neighborhood, Oxnard Senior Centers and cities within Ventura County were provided a copy of the public hearing in English and Spanish. The public hearing notices in English and Spanish were included in the Neighborhood News packets which were distributed weekly for a month prior to the public meeting to approximately 250 Oxnard residents. The public hearing notice was published in the Vida newspaper in English and Spanish, posted on the City website, broadcasted on the public viewing TV Channels 10/35 and posted in public buildings such as the Main Library, City Clerk's Office and Housing Department Administration building. The public comment period started April 14, 2023 and will end on May 16, 2023. There was no verbal comment and one written comment was submitted during the public comment period.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

SECOND ANNUAL ACTION PLAN AMENDMENT UPDATE – All comments will be accepted, then recorded upon the completion of the 30-day public comment period.

FIRST AMENDMENT Update: December 19, 2023

During the first Public Hearing, there were no verbal comments submitted. In addition, no written comments were submitted during the public comment period.

First Public Hearing: February 14, 2023

During the first Public Hearing, there were no verbal comments submitted. In addition, no written comments were submitted during the public comment period.

Second Public Hearing: May 16, 2023

During the second Public Hearing, there were no verbal comments submitted. In addition, one written comment was submitted during the public comment period. The written comment was 2023-2024 HESG Grant Awards: Formal Appeal Letter to request reconsideration of grant funds for The Kingdom Center.

6. Summary of comments or views not accepted and the reasons for not accepting them

SECOND ANNUAL ACTION PLAN AMENDMENT UPDATE – Comments pending during the 30-day public comment period. Final amendment will provide an update; however, all comments will be accepted for the record.

FIRST AMENDMENT Update: December 19, 2023

During the Public Hearing, all comments were accepted.

During the first Public Hearing, all comments were accepted.

During the second Public Hearing, all comments will be accepted.

7. Summary

SECOND ANNUAL ACTION PLAN AMENDMENT UPDATE – Comments pending

FIRST AMENDMENT UPDATE – December 19, 2023

During the Public Hearing, there were no verbal or written comments submitted.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	OXNARD	
CDBG Administrator	OXNARD	Housing Department
HOPWA Administrator		
HOME Administrator	OXNARD	Housing Department
ESG Administrator	OXNARD	Housing Department
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City of Oxnard has designated the Housing Department's Grants Management Division to develop the Annual Action Plan, the Comprehensive Annual Performance and Evaluation Report, and the Regional Consolidated Plan. The Housing Department's Grant Management Division implements and administers programs and activities under the Plan.

Consolidated Plan Public Contact Information

City of Oxnard Housing Department 435 South D Street Oxnard CA 93030	Emilio Ramirez Housing Director	805.385.8096 emilio.ramirez@oxnard.org
---	------------------------------------	---

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Federal regulations require that a participating jurisdiction consult extensively with community service providers, other jurisdictions and other entities with a potential interest in or knowledge of that jurisdiction's housing and non-housing community development issues. Staff have developed and followed a detailed schedule which provides for and encourages citizen participation emphasizing the participation of persons of low- and moderate-income.

The regional consolidated plan and the annual action plan represent a comprehensive planning effort mainly led by Housing Department-Grants Management Division staff, with involvement of (1) local government experts; (2) the social services community; (3) residents; and, (4) consultation with other local HUD entitlement communities. The following items are examples of the consultations efforts:

- Grants Management Division staff work closely with other City staff members such as: Affordable Housing and Rehabilitation; Homeless Assistance Program; Development Services; Utilities; Treasury; Oxnard Housing Authority; Community Development Services; Code Compliance; Geographical Information System; Recreation and Community Services; and Finance to ensure that careful consideration is given to the City's identified needs, and that programs and services are cost-effective and meet specific goals and objectives in order to develop and implement the Regional ConPlan and the AAP.
- City staff members in the Department and/or Divisions; Affordable Housing and Rehabilitation, Homeless Assistance Program, Development Services, Utilities, Treasury, Oxnard

Housing Authority, Community Development Services, Code Compliance, Geographical Information System, Recreation and Community Services and Finance provide supportive services as needed to accomplish ConPlan development efforts.

- Housing staff during the fiscal year cycle continue to provide HUD program workshops to social service agencies and the opportunities for the residents to participate in the public hearings.
- The Housing staff finalized the City of Oxnard Analysis of Impediments to Fair Housing (AI), which is required by HUD to be submitted once every five years. In January of 2019, the City and the County of Ventura agreed to collaborate on the production of the AI, which was completed and adopted by the Oxnard City Council in May of 2020.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City consulted with the agencies/organizations while preparing the AAP, through public hearings, workshops, forum meetings, and training sessions (individuals and group discussions):

- The City of Oxnard City Council conducted two (2) public hearings, on 2/14/23 and 5/16/2023, as prescribed in the Citizen Participation Plan.
- Grants Management Division staff held four (4) community meetings on 1/19/23, 1/26/23, 2/2/23 and 2/8/23 to obtain input from the community.
- Grants Management Division staff held three (3) grant application workshops on 1/18/23, 1/25/23 and 2/1/23 to interested parties to submit an application for grant funding.
- Resident Input of Community Need Plan Year 2023 Survey was available on the Housing Department, Grants Management website from December 7, 2022 to May 16, 2023 and a survey flyer was distributed weekly in the city neighborhood newsletter.
- A community Fair Housing workshop, free to the public, was conducted by the Housing Rights Center seminar was scheduled for January 25, 2023 - Landlord and February 23, 2023-Tenants.
- Consultations with four affordable housing developers (Cabrillo Economic Development Corporation, Habitat for Humanity, People Self-Help Housing, and Many Mansions) were held throughout the year;
- Attended the regional Continuum of Care (CoC) meetings to discuss the application, homeless needs and program directions and strategies;
- The City of Oxnard Commission on Homelessness conducts monthly meetings;
- Facilitated monthly meetings bringing together service providers and the Police Department's Homeless Liaison Unit to coordinate services and planning;
- Participate in monthly Veterans Case Conferencing meetings with the CoC, Veterans Affairs and service providers;
- City Lead for Ventura County annual Homeless Point In Time Count;
- Chair for a Regional Advisory Council for Mercy House (emergency shelter service provider);
- Participate in monthly Community Intervention Court meetings with the police department, service providers, and city attorney

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The Continuum of Care (CoC's) Data Performance and Evaluation Sub Committee is tasked with establishing performance measures and new policies and procedures for all homeless grant funds and activities. The HMIS Steering Committee is tasked with developing the policies and procedures that govern HMIS, which is administered by the County of Ventura.

City staff continue to work with the CoC to develop performance standards for and evaluation of outcomes for ESG-funded projects and activities. Through participation on regional sub-committees staff also continue to inform HMIS policies, procedures, operations and administration.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	CITY OF OXNARD
	Agency/Group/Organization Type	PHA Services – Housing Services-homeless Service-Fair Housing Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs – Chronically homeless Homeless Needs - Families with children Homelessness Needs – Veterans Homelessness Needs – Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Oxnard Public Housing Authority and the Affordable Housing Division are under the direction of the Housing Director of the City of Oxnard, as is the Grants Management Division. A bi-monthly management meeting was held for all Housing staff, including OHA staff. The topics were comprehensive and specific with detailed instructions on handling the issues which can be related to housing, homelessness and/or community partnership. Because the OHA is a component unit of the City and a Division of the City Housing Department, coordination occurs on a daily basis.
2	Agency/Group/Organization	MERCY HOUSE

	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed outreach, case management and homeless services provided by Mercy House to support overnight shelter for the homeless.
3	Agency/Group/Organization	PEOPLES SELF HELP
	Agency/Group/Organization Type	Non-Profit
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	During the current fiscal year People Self-Help Housing submitted a funding application requesting HOME program funding for the development of a 100% affordable housing development, known as Cypress Place at Garden City. The project will consist of two phases. HOME funding is being requested for the first phase, which will include a total of 90 rental units (inclusive of one unrestricted manager's unit). In FY 2022-23 the City awarded this project \$1,600,000 in HOME funds for construction of this project. Expected to be completed in 2025.
4	Agency/Group/Organization	Habitat for Humanity of Ventura County
	Agency/Group/Organization Type	Non-Profit CHDO
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	During the current fiscal year Habitat for Humanity requested a HOME program funding application for development of a new project. However, Habitat for Humanity has not applied yet.
5	Agency/Group/Organization	Many Mansions
	Agency/Group/Organization Type	Non-Profit CHDO
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Many Mansions submitted a funding application for development of an 87-unit development in downtown, known as Central Terrace Apartments in 2020. While the City initially considered HOME funds as the funding source, the City instead provided City in-lieu funds. In 2022 Many Mansions secured all funding necessary to move forward with this project and is estimated to begin construction in June 2022. The development will be 100% affordable and will provide 8 City in-lieu units and will also be receiving 35 Project Based Vouchers from the Oxnard Housing Authority to provide 35 permanent supportive housing units to homeless households and will also provide on-site supportive services. Many Mansions is in the process of obtaining land use approvals for Phase II of their downtown development, Phase II of their development is known as Aspire Apartments. Many Mansions has expressed interest in applying for HOME-ARP funding for this project or the use of other funds, for a gap-financing loan, but given that the City is still required to complete a community engagement process and submit a plan to HUD to determine the use of HOME-ARP funds, the City is not able to consider any applications for use of these funds at this time.
6	Agency/Group/Organization	CABRILLO ECONOMIC DEVELOPMENT CORPORATION
	Agency/Group/Organization Type	Non-Profit CHDO
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cabrillo applied for HOME CHDO development assistance funds to construct 57-rental units which will include housing for farmworker families, located at the corner of Pleasant Valley Road and Etting Road, Oxnard, CA 93033. The Housing Department previously issued a conditional letter of approval to Cabrillo for this development, however, given that the conditional approval was for a 42 unit development which has now been increased to 57 units, the Housing Department is currently in the process of reviewing their updated application for consideration of HOME funds.

7	Agency/Group/Organization	THE KINGDOM CENTER
	Agency/Group/Organization Type	Services – Housing Services-Children Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	ADA compliance and resource development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Kingdom Center was toured by staff and determined areas of the facility that could be upgraded, enhanced and modified to promote greater access for persons with disabilities. In 2020-2021, architectural plans were completed for the project, and it is anticipated that the construction phase of the project will commence in 2023. The project includes not only ADA improvements and increased accessibility in the exterior of the complex, but also an expansion of bathroom capacity to meet the needs of the client population.
8	Agency/Group/Organization	County of Ventura Human Services Agency
	Agency/Group/Organization Type	Services-homeless Services-Health Other government - County
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs – Veterans Homelessness Needs - Unaccompanied youth Lead-based Paint Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Created and implemented a coordinated plan conducting encampment response at a large homeless encampment. The City conferred with the Ventura county Public Health Department regarding addresses of housing units wherein children have been identified as lead-poisoned in the City of Oxnard. Prior to implementation of the 2023 Annual Action Plan, the City will receive a list of addresses if such a list exists. Any rehabilitation activities on housing units constructed prior to 1978 will have lead hazards identified and actions taken to remove the hazard. The City's Affordable Housing Division does not own or manage any housing units. All units for which HOME and CDBG assistance is provided for homebuyer assistance or homeowner rehabilitation are administered in compliance with HUD's HOME or CDBG regulations for lead-based paint, as applicable inspections requirements. With respect to units owned or assisted by the Oxnard Housing Authority, there have been no cases of Public Housing tenants and/or Section 8 participant households reporting or having been discovered to have poisoned children or any child with "Environmental Intervention Blood Lead Level"(EBLL). OHA staff provides a brochure related to lead based paint hazards to all new program participants and tenants. Maintenance staff attends training and seminars to stay current with the State of California Lead Awareness Training requirements.
9	Agency/Group/Organization	Housing Rights Center
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Fair Housing, Discrimination

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City contracts with a professional fair housing service provider, the Housing Rights Center (HRC), through a regional agreement with the County of Ventura. The HRC provides fair housing counseling, discrimination complaint investigation, complaint processing, and dispute resolutions services for Oxnard tenants, home seekers, and housing providers. In addition, twice every year the HRC staff provides free fair housing training seminars for the public, along with a bi-annual training presented to the staff of the Oxnard Housing Authority and city housing staff on their fair housing obligations and responsibilities.
--	---	---

Identify any Agency Types not consulted and provide rationale for not consulting

Not Applicable

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Ventura County CEO's Office	The goals of the Strategic Plan overlap with the goals of each plan by ensuring homeless persons have access to adequate services to help reduce the incidence of homelessness.
Oxnard Housing Authority Agency Plan	Oxnard Housing Authority	The OHA Plan presents the program policies and procedures related to Public Housing units and the Section 8 housing program, which overlaps with the AAP for delivering and providing affordable housing units to Oxnard residents. OHA is currently administering 15 set aside homeless preference vouchers per fiscal year, 77 VASH vouchers, 46 Emergency Housing vouchers, 10 Family Unification vouchers and 40 Mainstream vouchers.
City of Oxnard Housing Element	State of California Housing and Community Development (HCD)	The City's Adopted Amended 2021-2022 6th cycle Housing Element was approved by City Council on October 4, 2022, and certified by HCD on Oct. 25, 2022, identifies and analyzes the current and future housing needs of residents within the City of Oxnard (City). This document establishes housing goals, policies, and programs to meet the needs of certain special populations and provide adequate development opportunities for the private and non-profit sectors. The housing requirements of lower income households and special needs groups are given particular attention.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Regional Housing Needs Allocation (RHNA)	Southern California Association of Governments (SCAG)	The City is in the region covered by the Southern California Association of Governments (SCAG). For each Housing Element planning cycle, SCAG is required to determine the Regional Housing Need Assessment (RHNA) allocation for each city and unincorporated county areas within the SCAG region. For the 2021-2029 6th Cycle Housing Element period, SCAG has allocated to the City 8,549 dwelling units, of which 2,911 units are required to be affordable to lower income households and 1,538 are affordable to moderate income households

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

Implementation of the 2023 Action Plan requires coordination and compliance with the local and regional needs established by the City of Oxnard, County of Ventura, Southern California Association of Governments and the State of California.

California state law requires Metropolitan Planning Organizations (MPOs) to determine the existing and projected housing need for their regions. The County of Ventura and City of Oxnard are part of the Southern California Association of Governments (SCAG) MPO, which also includes Los Angeles, Orange, Riverside, San Bernardino, and Imperial counties. For each Housing Element planning cycle, SCAG determines the share of existing and projected housing need by affordability level using the Regional Housing Need Assessment (RHNA) process for its 192 member jurisdictions.

City of Oxnard's General Plan contains a Housing Element that makes "adequate provision for the existing and projected housing needs of all economic segments of the community." The Housing Element must be revised and updated every eight years after 2010 due to SB 375. A community is not obligated to actually provide housing to all in need but the Regional Housing Needs Allocation (RHNA) is a "distribution of housing development capacity" that each city and county must zone for in a planning period for all economic levels, though the housing requirements of lower income households and special needs groups are given particular attention. RHNA is integral to the development of a Sustainable Community Strategy (SCS). The Housing Element is a planning document, requiring the City to plan for meeting the jurisdictions eight-year RHNA allocation. The Housing Element establishes local densities to achieve RHNA housing allocations, as well as Housing Element programs to achieve RHNA goals while meeting the City's approach at achieving SCAG's SCS's.

The time frame during which housing accomplishments towards the RHNA can be counted (RHNA cycle) is June 30, 2021 through October 31, 2029. The City seeks to conserve and rehabilitate existing housing as well as provide opportunities for new development. The 2021-2029 SCAG RHNA determined that 2,911 units are required to be affordable to lower income households and 1,538 are affordable to moderate income households.

The City Housing Department's mission is to promote the general welfare of the City by remedying unsafe and substandard housing, and by relieving the shortage of affordable housing for City residents. This mission is consistent with the City's General Plan and laws governing our housing funds and resources. The purpose of the Housing Department is to provide decent, safe, attractive, sanitary, and well maintained housing for eligible low and very low income families in a manner that promotes commitment, exemplary customer service, economy, efficiency, and the social well-being of the residents.

All City housing projects undertaken with federal funds from HUD or other state or federal funding source must comply with the requirements of the City's Housing Element, General Plan, SCAG, State of California Housing and Community Development Department (HCD) and HUD.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
1	Public Hearing	Minorities Non-English Speaking ~ Spanish Persons with disabilities Non-targeted / broad community Residents of Public and Assisted Housing	Public Hearing occurred on February 21, 2023; Multiple persons attended the public hearing	1st Public Hearing- no written comment and no verbal comment was received	All comments accepted
2	Newspaper Ad	Non-targeted/broad community	Advertisement for the public hearing notice and the 30-day public comment period was published in the Vida newspaper in English and Spanish on December 8, 2023 and January 12, 2023; English and Spanish versions of Notices were broadcasted on Public Channel 10/35, Public Notices regarding Public Hearings sent out to Oxnard Residents, 60 notices mailed out and emailed, and Notices were posted on the City of Oxnard website both in Spanish and English.	No comments were received	No comments were received

3	Community Meetings	Minorities Non-English Speaking - Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	2 people attended the community meeting. The community meetings were located at the Oxnard Public Library on 1/19/23, South Oxnard Center 1/26/23, Community Room at Terraza De Las Cortes on 2/2/23 and a virtual meeting on 2/8/23.	Comments were City needs domestic violence- shelter and undocumented clients-indigenous shelter, housing supportive services. Homeless and Affordable Housing projects such as Homeless Engagement. Homeless encampment at Saviers & Channel Islands Blvd- South Oxnard. Install a bike path to Bubbling Springs follow railroad.	All comments accepted
---	--------------------	--	--	--	------------------------------

4	Resident Survey	Minorities Non-English Speaking ~ Spanish Persons with disabilities Non-targeted/broad community	16 people submitted Resident surveys to provide needs in the community. Survey provided in English & Spanish	Comments were youth programming from the city and parks; Affordable Housing and homeless services with counseling; Homeless encampments need to be cleaned up and help those access rehabilitation services; and Marina West Park playground needs to be updated with new playground equipment; Beach patrol, animal control patrol, code compliance re: fence height, barricades between houses on Mandalay Beach Road preventing beach access and code compliance to work weekends; rehabilitation loan programs; Sidewalks in the southern Wilson neighborhood (low income area) been repaired in 25+ years; to limit the proliferation of smoke shops and liquor stores in south Oxnard, stricter regulations should be implemented, Increased presence of graffiti action crews and improved signage in the Blackstock south, Fresh & Easy and Hughes owners to invest in their business areas, Signs for no double parking on Yucca street- creates traffic & accidents; More bike paths, esp. Rose all the way, Move Food Share from College Park on Weds to churches so as to not clog up Rose and close the park, Turn old Subway on Pleasant Valley into Comm Action South/Comm Center training facility for people and Neighborhood Help Groups; Assist police & Neighborhood Watch Youth Groups with grants for training & justice program.	All comments accepted
---	-----------------	--	--	--	-----------------------

5	Public Hearing	Minorities Non-English Speaking - Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Low/mod income Oxnard residents	Second public hearing was held on May 16, 2023	2nd Public Hearing comments - no verbal comment was received and one written comment was received	All comments accepted
6	Newspaper Ad	Non-targeted/broad community	Advertisement for 2nd public hearing notice and the 30-day public comment period was published in the Vida newspaper in English and Spanish on April 13, 2023; English and Spanish versions of Notices were broadcasted on Public Channel 10/35, Public Notices regarding Public Hearings sent out to Oxnard Residents, 60 notices mailed out and emailed, and Notices were posted on the City of Oxnard website both in Spanish and English.	No Comments were received	No Comments were received
7	Internet Outreach	Non-targeted/broad community	Not Measured	No comments received	No Comments Received

8	Public Hearing	Minorities Non-English Speaking - Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Low/mod income Oxnard residents	FIRST AMENDMENT Update: Public hearing occurred on December 19, 2023; Multiple persons attended the public hearing	FIRST AMENDMENT Update: No written comment and no verbal comment was received	All comments accepted
9	Newspaper Ad	Non-targeted/broad community	FIRST AMENDMENT Update: Advertisement for the public hearing notice and the 30-day public comment period was published in the Vida newspaper in English and Spanish on November 16, 2023 and November 30, 2023-Addendum Public Notice; English and Spanish versions of Notices were broadcasted on Public Channel 10/35, Public Notices regarding Public Hearings sent out to Oxnard Residents, 60 notices mailed out and emailed, and Notices were posted on the City of Oxnard website both in Spanish and English.	FIRST AMENDMENT Update: No comments were received	All comments accepted

10	Public Hearing	Minorities Non-English Speaking - Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Low/mod income Oxnard residents	SECOND AMENDMENT Update: Public hearing occurred on January 21, 2025; Multiple persons attended the public hearing	SECOND AMENDMENT Update: Comments will be updated after public hearing	Comments will be updated
11	Newspaper Ad	Non-targeted/broad community	SECOND AMENDMENT Update: Advertisement for the public hearing notice and the 30-day public comment period was published in the Vida newspaper in English and Spanish on December 19, 2024; Public Notices were broadcasted on Public Channel 10/35, Public Notices regarding Public Hearings sent out to Oxnard Residents and Notices were posted on the City of Oxnard website both in Spanish and English.	SECOND AMENDMENT Update: Comments will be updated after the public meeting	Comments will be updated

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

In Plan year 2023, the formula grant calculations of HUD allocations to City of Oxnard are CDBG \$2,213,917, HOME \$768,867 and HESG \$207,883, a total of \$3,190,667 in entitlement grants from HUD. In addition, estimated program income of \$100,000 for CDBG programs and \$100,000 for HOME programs. This will increase total available resources from the 2023 Plan year to \$3,390,667. The source of program income comes principally from repayment of loans and recaptures from defaults. Those funds will be used towards meeting the goals and objectives of the 2023 AAP.

SECOND ANNUAL ACTION PLAN AMENDMENT UPDATE - Mid-Year reallocation of new projects are as follows: \$1,517,108.80 for two CDBG projects - Casa Aliento and Dolores Huerta Garden Apartments, both for infrastructure improvements, and their project related costs. \$1,040,000 for a HOME project, Aspire Apartments, and its project related costs.

FIRST AMENDMENT Update: Mid-Year reallocation of new projects of CDBG funded with prior year resources of \$3,035,397.

Anticipated Resources Program	Uses of Funds	Expected Amount Available Year 1 Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	Expected Amount Available Remainder of ConPlan \$	Narrative Description
CDBG	Acquisition Admin and Planning Economic Development Housing Public Improvement Public Services	2,213,917	100,000	3,035,397 UPDATE: Additional \$1,517,180.80	5,349,314	3,011,129	Block grant from HUD to address housing, community development, and economic development needs. 2023 CDBG Allocation and Program income is \$2,313,917 available resources from CDBG Plan year 2023. Uses of the available resources will be according to the funding priorities set forth in the ConPlan. The specific Activities will be set up in IDIS. The uses of funds will be capped according to the HUD regulations for: (1) Admin and Planning - no more than 20%, or \$462,783 and (2) Public Services up to 15%, or \$347,087. The 2023 balance will be distributed as Public Improvements & Other Programs as detailed by the City during the AAP process. FIRST AMENDMENT Update: Mid-Year reallocation of new projects of CDBG funded with prior year resources of \$3,035,397.42. SECOND AMENDMENT Update: Mid-Year reallocation of new projects of CDBG funded with prior year resources of \$1,517,180.80 of which \$40,431 will be set aside for activity delivery costs.

HOME	Acquisition Homebuyer assistance Homeowner rehab Multifamily new construction Multifamily rehab New construction ownership TBRA	768,867	100,000	UPDATE: \$1,040,000	UPDATE: \$1,040,000	567,301	Grant from HUD to address affordable housing needs. In plan year 2023, HOME Allocation is \$768,867 and expected program income is \$100,000; total of \$868,867. Uses of funds are; (1) Administration - no more than 10% or \$86,886 and (2) CHDO Set Asides - at 15% or \$115,330. In addition, \$666,651 is available for housing development. In addition to the CHDO set-aside. SECOND AMENDMENT Update: Mid-Year reallocation of new projects of HOME funded with prior year resources of \$1,000,000 for multifamily new construction – ASPIRE APARTMENTS \$40,000 in activity delivery costs.
ESG	Conversion and rehab transitional housing Financial Assistance Overnight shelter Rapid re-housing Rental Assistance Services Transitional housing	207,883	0	0	207,883	201,814	Grant from HUD to address needs and services for homeless persons or persons at risk of becoming homeless. Plan year 2023 Available resources for HESG is \$207,883. The limited availability of HESG resources is spread across the uses identified in this table. 1) HESG Administration and Planning costs are no more than 7.5% or \$15,591 and (2) Emergency Shelter and Street Outreach cost is no more than 60%, or \$124,729. The 2023 balance will be distributed as Homeless Prevention, HMIS, & Rapid Re-Housing eligible activities as detailed by the City during the AAP process.

Other	Other	0	0	0	0	0	Allocated in PY 2020, \$5,255,055 in ESG-CV funding to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless prevention activities to mitigate impacts of COVID-19
-------	-------	---	---	---	---	---	--

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG funds are leveraged, although not required, by city and subrecipients providers with government agency, in-kind, private foundations and contributions monies who provide services to low/moderate income persons. Affordable housing developments utilizing HOME funds typically use HOME monies to leverage millions of dollars in state, federal, and private financing. HESG funds are matched dollar for dollar by non-profit agencies providers with government agency, in-kind, private foundations, Ventura County Continuum of Care monies who provide critical services such as assisted housing, services and shelter to vulnerable populations who are at-risk of becoming homelessness or homeless persons and families. HESG funds are matched dollar for dollar by Subrecipients. The city matches for the Administration portion only. Per Home requirements, the HOME funds are matched at a greater than 25% level by recipients of HOME funds, city, and other participants.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The city property leased for homeless shelter at 1450 S. Rose Ave, Oxnard, CA

Temporary Emergency Shelter at 351 South K Street, Oxnard, CA

Oxnard Housing Authority Public Housing Sites

Discussion

The resources for 2023 AAP will accomplish more activities but will not meet all the needs prevalent throughout the city. Allocated in PY 2020, CARES Act funding is included in "Other" section in table above, \$3,088,367 in CDBG-CV funds to be used to prevent, prepare for and respond to the coronavirus and \$5,255,055 in ESG-CV funding to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless prevention activities to mitigate the impacts of COVID-19. CDBG-CV and ESG-CV allocation in 2020-21.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve Supply of Affordable Housing	2020	2024	Affordable Housing		New Rental Housing Housing Support and Stability Homeownership Opportunities Rehabilitation & Preservation of Existing Housing	CDBG: \$2,285,397 HOME: \$781,981 \$1,040,000	Rental units constructed: 30 Household Housing Unit Direct Financial Assistance to Homebuyers: 10 Households Assisted
2	Enhance Economic Stability	2020	2024	Non-HCD		Increase Job Skills Facade Improvements Local Entrepreneurship	CDBG: \$1,228,891 HOME: \$0 ESG: \$0 CDBG-CV: \$0 ESG-CV: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 0 Facade treatment/business building rehabilitation: 2
3	Increase Social Services	2020	2024	Non-Homeless Special Needs		Assistance for Senior Residents Social Services Youth Activities and Services	CDBG: \$292,087	Public service activities other than Low/Moderate Income Housing Benefit: 655 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Work to End Homelessness	2020	2024	Homeless		Homelessness	CDBG: \$55,000 ESG: \$207,883	Public service activities other than Low/Moderate Income Housing Benefit: 400 Persons Assisted Tenant-based rental assistance / Rapid Rehousing: 15 Households Assisted Homeless Person Overnight Shelter: 10 Persons Assisted Other: 150 Other
5	Create Quality Neighborhoods	2020	2024	Non-HCD		Streets and Streetscapes Parks and Community Space Disaster Planning and Recovery Utilities and Public Infrastructure	CDBG: \$1,254,047 \$2,771,227	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 11000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Effective Administration	2020	2024	Planning and Administration		New Rental Housing Housing Support and Stability Homeownership Opportunities Rehabilitation & Preservation of Existing Housing Assistance for Senior Residents Increase Job Skills Facade Improvements Local Entrepreneurship Social Services Youth Activities and Services Homelessness Streets and Streetscapes Parks and Community Space Disaster Planning and Recovery Utilities and Public Infrastructure	CDBG: \$462,783 HOME: \$86,886	Other: 0

Table 2 – Goals Summary

Goal Descriptions

1	Goal Name	Improve Supply of Affordable Housing
	Goal Description	Create and preserve stable, safe, and resilient affordable housing opportunities for homeowners and renters including special needs groups such as farmworkers, persons with disabilities, and the elderly throughout Ventura County. AMENDMENT Update: Mid-Year reallocation of new projects of CDBG funds with prior year resources of \$2,035,397
2	Goal Name	Enhance Economic Stability
	Goal Description	Enhance economic stability and prosperity by increasing economic opportunities for residents through job skills training and promotion of local entrepreneurship. AMENDMENT Update: Mid-Year reallocation of new projects of CDBG funded with prior year resources of \$1,000,000
3	Goal Name	Increase Social Services
	Goal Description	Increase access to health, mental health, and wellness services, youth activities, senior activities, and social service activities for residents.
4	Goal Name	Work to End Homelessness
	Goal Description	Work alongside the Ventura County Continuum of Care to end homelessness within Ventura County by providing housing, emergency shelter, and social services to homeless persons or those at risk of homelessness.
5	Goal Name	Create Quality Neighborhoods

	Goal Description	Enhance access to quality, resilient, and livable neighborhoods by improving publicly owned facilities and infrastructure such as parks, streets, sidewalks, and community buildings, including improving accessibility to meet Americans with Disabilities Act (ADA) standards.
6	Goal Name	Effective Administration
	Goal Description	Create and maintain effective housing and community development programs that address the priority needs listed within the Consolidated Plan, comply with all U.S. Housing and Urban Development (HUD) requirements, and achieve the goals and objectives set out by each Ventura County jurisdiction.

Projects

AP-35 Projects – 91.220(d)

Introduction

SECOND ANNUAL ACTION PLAN AMENDMENT UPDATE – Mid-Year reallocation of new projects of CDBG funded with prior year resources of \$1,517,180.80 Increased funds for additional projects through the mid-year reallocation are being proposed; two infrastructure improvement projects, and \$1,040,000 of HOME funded projects in support of new construction. The proposed infrastructure improvements are for the Casa Aliento Apartments and Dolores Huerta Garden Apartments, both in low- and moderate-income census tract neighborhoods. The HOME funds will support a new residential construction project – Aspire Apartments. CDBG and HOME funds will also provide activity-related activity costs such as staff time on the specific projects, additional consultant needs, and other eligible activity-delivery costs that may be needed in support of the project.

FIRST ANNUAL ACTION PLAN AMENDMENT UPDATE – Mid-Year reallocation of new projects of CDBG funded with prior year resources of \$3,035,397 One project through the mid-year reallocation are being proposed; a site acquisition for a housing project (Project #10: Site Acquisition). The proposed acquisition may be for residential or commercial property and may include rehabilitation should the lot include parcels, and may also include infrastructure improvements. It is not the acquisition, however, city staff intends to ensure the property complies with serving low- and moderate-income residents.

These are 2023 Plan year Projects designed to accomplish the goals and objectives of the 2023 AAP. The 2023 Projects will organize Activities in IDIS under the Projects setup in this section of AAP. The Projects are New Rental Housing, Homeownership Opportunities, Housing Support and Stability, Assistance for Senior Residents, Other Public Services, Youth Activities and Services, Homeless Assistance, Parks and Community Space, Public Improvement & Infrastructure and Administration and Planning.

Projects

#	Project Name
1	NEW RENTAL HOUSING
2	HOMEOWNERSHIP OPPORTUNITIES
3	ASSISTANCE FOR SENIOR RESIDENTS

#	Project Name
4	OTHER PUBLIC SERVICES
5	YOUTH ACTIVITIES AND SERVICES
6	HOMELESS ASSISTANCE
7	PARKS AND COMMUNITY SPACE
8	PUBLIC FACILITIES IMPROVEMENTS & INFRASTRUCTURE IMPROVEMENTS
9	ADMINISTRATION
10	SITE ACQUISITION, REHABILITATION, DEMOLITION
11	ECONOMIC DEVELOPMENT

Table 3 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation priorities are based on the annual needs identified in coordination with other city departments. Public service allocations are determined by the participation from other providers to meet the goals of the ConPlan. HOME funds are balanced between development projects and single family housing needs. The HESG allocation is targeted exclusively for the needs of the homeless population.

SECOND AMENDMENT UPDATE: The pandemic caused project delays, in addition to a surge in project costs that created financial gaps in construction projects.

AP-38 Project Summary

Project Summary Information

1	Project Name	NEW RENTAL HOUSING
	Target Area	
	Goals Supported	Improve Supply of Affordable Housing
	Needs Addressed	New Rental Housing
	Funding	CDBG: \$0 HOME: \$781,981 1,040,000*
	Description	PARTICIPATION IN HOUSING DEVELOPMENT FUNDING ASSISTANCE
	Target Date	6/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	5 LOW AND VERY LOW INCOME HOUSEHOLDS FOR HOME
	Location Description	CITY OF OXNARD, CALIFORNIA
	Planned Activities	FINANCIAL ASSISTANCE TO A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION FOR THE DEVELOPMENT OF AT LEAST 5 HOUSING UNITS FOR LOW- AND MODERATE-INCOME HOUSEHOLDS IN OXNARD. THIS PROJECT INCLUDES 15% OF HOME ALLOCATION SET ASIDE FOR CHDO'S, OR \$115,330 SECOND AMENDMENT UPDATE: \$1,000,000 OF HOME FUNDS TO ASPIRE APARTMENTS PROVIDING ASSISTANCE TO AN 87-UNIT AFFORDABLE HOUSING DEVELOPMENT THAT WILL INCLUDE 10 HOME UNITS. \$40,000 FOR ACTIVITY DELIVERY COSTS.
2	Project Name	HOMEOWNERSHIP OPPORTUNITIES
	Target Area	
	Goals Supported	Improve Supply of Affordable Housing
	Needs Addressed	Homeownership Opportunities
	Funding	CDBG: \$250,000
	Description	Homebuyer Assistance
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	10 HOUSEHOLD HOUSING UNIT
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	VENTURA COUNTY COMMUNITY DEVELOPMENT CORPORATION WILL PROVIDE FINANCIAL DOWN PAYMENT ASSISTANCE AND OTHER ELIGIBLE HOMEBUYER ACTIVITIES FOR LOW- AND MODERATE-INCOME HOUSING HOUSEHOLDS IN OXNARD.
3	Project Name	ASSISTANCE FOR SENIOR RESIDENTS
	Target Area	
	Goals Supported	Increase Social Services

	Needs Addressed	Assistance for Senior Residents
	Funding	CDBG: \$85,500
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2023 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR SENIOR SERVICES TO INCREASE THE QUALITY OF LIFE
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	100 PERSONS WILL BE ASSISTED WITH SENIOR SERVICES
	Location Description	CITY-WIDE; VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	1) ASSISTING WITH SENIOR SERVICES NEEDS BY OXNARD HOUSING AUTHORITY AND CITY OF OXNARD RECREATION AT 2) PALM VISTA SENIOR CENTER
4	Project Name	OTHER PUBLIC SERVICES
	Target Area	
	Goals Supported	Increase Social Services
	Needs Addressed	Social Services
	Funding	CDBG: \$117,500
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2023 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR HOMELESS SERVICES, MENTAL HEALTH SERVICES AND HEALTH CARE SERVICES.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	25 LOW- AND MODERATE-INCOME INDIVIDUALS WILL BE ASSISTED WITH SUBSIDIZED HEALTH CARE SERVICES, 30 INDIVIDUALS WILL BE ASSISTED WITH MENTAL HEALTH SERVICES, AND 400 HOMELESS INDIVIDUALS WILL BE ASSISTED WITH EMERGENCY SHELTER AND SERVICES.
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	1) EMERGENCY SHELTER FOR HOMELESS BY TURNING POINT FOUNDATION, 2) HOMELESS SERVICES BY SHELTER CARE RESOURCES, 3) SUBSIDIZED HEALTH CARE SERVICES BY LIVINGSTON MEMORIAL VISITING NURSES ASSOCIATION, AND 4) MENTAL HEALTH SERVICES BY CALIFORNIA LUTHERAN UNIVERSITY

5	Project Name	YOUTH ACTIVITIES AND SERVICES
	Target Area	
	Goals Supported	Increase Social Services
	Needs Addressed	Youth Activities and Services
	Funding	CDBG: \$144,087
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2023 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR YOUTH RECREATIONAL AND EDUCATIONAL PROGRAMS; YOUTH FROM LOW-AND MODERATE-INCOME HOUSEHOLDS.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	500 YOUTH WILL BE ASSISTED WITH YOUTH SERVICES/RECREATIONAL AND EDUCATIONAL PROGRAMS IN LOW-AND MODERATE-INCOME NEIGHBORHOODS
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
6	Planned Activities	CITY OF OXNARD RECREATION AT 1) COLONIA MEMORIAL PARK GYM, 2) SOUTHWINDS YOUTH CENTER AND 3) POLICE ACTIVITIES LEAGUE AND 4) CREATIVE YOUTH DEVELOPMENT BY OXNARD PERFORMING ARTS CENTER CORPORATION
	Project Name	HOMELESS ASSISTANCE
	Target Area	
	Goals Supported	Work to End Homelessness
	Needs Addressed	Homelessness
	Funding	ESG: \$207,883
	Description	HEARTH EMERGENCY SOLUTIONS GRANT FUNDS TO PROVIDE FINANCIAL ASSISTANCE TO VARIOUS SERVICE PROVIDERS FOR EMERGENCY SHELTER AND STREET OUTREACH SUBJECT TO 60% CAP; HOMELESS PREVENTION, RAPID RE-HOUSING, AND HMIS ACTIVITIES TO SERVE HOMELESS INDIVIDUALS AND FAMILIES, AND THOSE AT-RISK OF BECOMING HOMELESS. STREET OUTREACH AND EMERGENCY SHELTER ACTIVITIES WILL BE LIMITED TO 60% OF HESG ALLOCATION ESTIMATED, OR \$124,729. ADMINISTRATION AND PLANNING COST SUBJECT TO CAPS (7.5% OF ALLOCATION), ESTIMATED \$15,591. ALL HESG SUBRECIPIENTS ARE REQUIRED BY THE CITY OF OXNARD TO PROVIDE MATCHING FUNDS OF A DOLLAR FOR EVERY DOLLAR HESG GRANT DOLLARS RECEIVED.

	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	TURNING POINT FOUNDATION WILL PROVIDE EMERGENCY SHELTER TO 10 INDIVIDUALS; THE SALVATION ARMY WILL PROVIDE STREET OUTREACH TO 150 INDIVIDUALS; MERCY HOUSE WILL PROVIDE RAPID REHOUSING TO 7 HOUSEHOLDS; UNITED WAY OF VENTURA COUNTY WILL PROVIDE RAPID REHOUSING TO 8 HOUSEHOLDS
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	1)TURNING POINT FOUNDATION WILL PROVIDE EMERGENCY SHELTER, 2) STREET OUTREACH WILL BE PROVIDED BY THE SALVATION ARMY, 3) MERCY HOUSE WILL PROVIDE RAPID REHOUSING, 4) UNITED WAY OF VENTURA COUNTY WILL PROVIDE RAPID REHOUSING AND 5) CITY OF OXNARD WILL PROVIDE ADMINISTRATION AND PLANNING
7	Project Name	PARKS AND COMMUNITY SPACE
	Target Area	
	Goals Supported	Create Quality Neighborhoods
	Needs Addressed	Parks and Community Space
	Funding	CDBG: \$489,660
	Description	PUBLIC IMPROVEMENTS OF A PUBLIC PARK AND COMMUNITY SPACE WITHIN LOW- AND MODERATE-INCOME AREAS
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	THIS PROJECT WILL ACCOUNT FOR A PUBLIC PARK IN LOW- AND MODERATE-INCOME CENSUS TRACT NEIGHBORHOOD, ESTIMATED AT 1,085 PERSONS
	Location Description	LOW AND MODERATE INCOME AREAS
8	Project Name	PUBLIC FACILITY & PUBLIC IMPROVEMENTS *SECOND AMENDMENT UPDATE – PUBLIC INFRASTRUCTURE IMPROVEMENTS
	Target Area	
	Goals Supported	Create Quality Neighborhoods

	Needs Addressed	Utilities and Public Infrastructure
	Funding	CDBG: \$1,517,180
	Description	NEIGHBORHOOD IMPROVEMENTS WITHIN LOW- AND MODERATE INCOME AREAS
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	-*SECOND AMENDMENT UPDATE - ON-SITE AND OFF-SITE INFRASTRUCTURE IMPROVEMENTS FOR THE CASA ALIENTO APARTMENTS AND THE DOLORES HUERTA GARDEN APARTMENTS (FORMERLY, ETING ROAD) SUPPORTING TWO DEVELOPMENT PROJECTS THAT WILL SERVE 70 AND 58 HOUSEHOLDS, RESPECTIVELY.
	Location Description	LOW- AND MODERATE-INCOME AREAS
	Planned Activities	NEIGHBORHOOD IMPROVEMENT IN LOW- AND MODERATE-INCOME AREA IN OXNARD; INFRASTRUCTURE IMPROVEMENTS ON THE PROPERTY AND OFF-SITE IN SUPPORT OF THE NEW AFFORDABLE HOUSING DEVELOPMENT.
9	Project Name	ADMINISTRATION
	Target Area	
	Goals Supported	Effective Administration
	Needs Addressed	New Rental Housing Housing Support and Stability Homeownership Opportunities Rehabilitation & Preservation of Existing Housing Assistance for Senior Residents Increase Job Skills Facade Improvements Local Entrepreneurship Social Services Youth Activities and Services Homelessness Streets and Streetscapes Parks and Community Space Disaster Planning and Recovery Utilities and Public Infrastructure

	Funding	CDBG: \$462,783 HOME: \$86,886
	Description	ADMINISTRATION AND PLANNING COSTS SUBJECT TO CAPS FOR EACH FUNDING SOURCE; CDBG (20% of Allocation & PI) AND HOME (10% of Allocation & PI)
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	ADMINISTRATION AND PLANNING ACTIVITIES WILL BENEFIT FAMILIES CITYWIDE. AN ESTIMATED 202,000 PERSONS WILL BENEFIT FROM THIS ACTIVITY OF WHICH OVER 60% ARE LOW- AND MODERATE- INCOME RESIDENTS.
	Location Description	CITYWIDE
	Planned Activities	COORDINATION OF ALL CDBG AND HOME ADMINISTRATION AND PLANNING ACTIVITIES
10	Project Name	SITE ACQUISITION
	Target Area	
	Goals Supported	Improve Supply of Affordable Housing Enhance Economic Stability
	Needs Addressed	New Rental Housing Facade Improvements
	Funding	CDBG: \$2,836,926
	Description	FIRST AMENDMENT Update: SITE ACQUISITION FOR A HOUSING PROJECT, OR MORE THAN ONE HOUSING PROJECT. ACQUISITION MAY INCLUDE MIXED-USE, OR COMMERCIAL TO BENEFIT LOW- AND MODERATE-INCOME RESIDENTS.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	25 HOUSEHOLDS 2 BUSINESS
	Location Description	CITYWIDE

	Planned Activities	SITE ACQUISITION FOR A HOUSING PROJECT, OR MORE THAN ONE HOUSING PROJECT. SITE MAY NEED REHABILITATION OR INFRASTRUCTURE TO THE EXISTING SITE. ACQUISITION MAY INCLUDE MIXED-USE, OR COMMERCIAL TO BENEFIT LOW- AND MODERATE-INCOME RESIDENTS.
11	Project Name	Economic Development
	Target Area	Citywide
	Goals Supported	Improve Supply of Affordable Housing Enhance Economic Stability
	Needs Addressed	New Rental Housing Facade Improvements
	Funding	CDBG: \$0
	Description	
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	25 HOUSEHOLDS 2 BUSINESS
	Location Description	CITYWIDE
	Planned Activities	

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The primary national objectives of the ConPlan programs are to benefit LMI residents, therefore, the City's CDBG funds will be targeted to extremely low-, low-, and moderate-income persons. CDBG funds will be used to serve the LMI persons Citywide and in Low-Moderate Areas (LMA). Also, the City will continue to assist the low- and moderate-income persons citywide with HOME and HESG funds. In PY 2023 the target areas are: (1) Citywide, with 55 percent of the total entitlement funds; and, (2) the LMA Census Tract, 45 percent. The total entitlement includes the administration and planning funding.

Geographic Distribution

Target Area	Percentage of Funds
NA	NA

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The need for affordable housing (funded from CDBG and HOME) is present throughout the City. CDBG funds for public improvements are based on LMI persons within LMA Neighborhoods. Economic development is allocated based on the percentage of LMI persons jobs created on a citywide basis. Regarding the Public Services category of the CDBG funds, the proposed projects will focus on the basic needs of the residents such as health care, essential and supportive services. The special population such as seniors, homeless and youth will continue to receive their funding for the healthcare needs, education needs, shelter support and recreational needs.

HESG allocations are based on the limited clientele and are distributed citywide. HOME funds are distributed based on the income eligibility of the clients and citywide basis. The Homeownership program as well as the Housing Rehabilitation program: homeowners will improve the beautiful appearance of the home and the safety of the neighborhood.

Discussion

As always, the City of Oxnard will continue to look for available public and private resources and creative ways to fund the needy programs.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

HOME funds will be used to provide gap-financing assistance for new construction of multi-family rental units for lower income households. The first phase of Cypress Place, a 90-unit 100% affordable rental development, has been awarded a gap-financing loan of \$1,600,000 in HOME funds for the construction of the 90 unit development and \$1,500,000 CDBG funds for construction of off-site improvements. Cypress Place will include 15 HOME assisted units and is estimated to be completed in 2025.

The Etting Road (Dolores Huerta Garden) Apartments, a 58-unit 100% affordable rental development, has been awarded a gap-financing loan of \$1,854,000 in HOME funds for construction of the 58 unit development. All 58 of the units developed in the Etting Road Apartments will be HOME assisted units and are estimated to be completed in 2025. Given that both of these developments are not expected to be completed until 2025 there are no HOME assisted units expected to be completed in FY 2023-2024. A total of 73 HOME assisted units are expected to be completed in 2025. The City will review new HOME funding applications submitted in FY 23-24 and estimates providing gap-financing for the construction of new housing that will result in at least 5 HOME assisted units. CDBG funds will be used to provide seven residential rehabilitation loans to eligible households. **SECOND ANNUAL ACTION PLAN AMENDMENT UPDATE: HOME FUNDS IN THE AMOUNT OF \$1,000,000 WILL BE PROVIDED TO ASPIRE APARTMENTS FOR THE DEVELOPMENT OF 87 AFFORDABLE HOUSING UNITS AND A TOTAL OF 10 HOME-DESIGNATED UNITS.**

The Ventura County Community Development Corporation (VCCDC) will utilize CDBG grants funds for affordable housing loans for down payment assistance, and other eligible homebuyer assistance services, for ten income eligible families in Oxnard. The City plans to leverage its Homebuyer Assistance Program funding other available funding sources. The City will continue affordable housing loan programs, funded by the State of CA, such as BEGIN and CAL-HOME. HOME development financing assistance will leverage development funds from the State of California, developer equity, private financing, and tax credit financing.

Lower-income households continue to pay a high percentage of their income for housing, compared to other income groups. A large percentage of lower-income renters tend to experience overcrowding and inadequate housing conditions as housing problems. In order to help provide decent and affordable housing, and improve the social and economic status for LMI households in Oxnard, the following programs will be available during the next program year:

1. Homeownership Assistance Programs
2. Rehabilitation of Single-Family and Mobile home Housing Units

3. Construction of new affordable dwelling units

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	15
Special-Needs	0
Total	15

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	5
Rehab of Existing Units	0
Acquisition of Existing Units	10
Total	15

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

City of Oxnard's Affordable Housing Division (AHRD) offers CDBG grants funds for rehabilitation of owner-occupied single family housing and mobile homes for local residents. Ventura County Development Corporation (VCCDC) will utilize CDBG grant funds for Oxnard residents to provide a down-payment assistance program. AHRD will also continue to provide financial assistance to Community Housing Development Organizations (CHDO) and affordable housing developers to develop affordable housing units throughout the City subject to available funding and as permitted by the funding source. Loan information is provided to interested residents at homeownership fairs, workshops, and on the City of Oxnard's Housing Department website.

AP-60 Public Housing – 91.220(h)

Introduction

Oxnard Housing Authority (OHA) currently administers 520 public housing units, 1,904 Section 8 rental assistance vouchers, which includes 77 VASH vouchers, 40 Mainstream vouchers, 10 Family Unification vouchers, 46 Emergency Housing vouchers, and provides support services through its Resident Services program and Family Self-Sufficiency (FSS) program. The needs of public housing residents are supported with a Resident Services program which offers a variety of services to families and youth on-site. The FSS program supports and promotes public housing and Section 8 families with homeownership opportunities and economic self-sufficiency. The FSS Program provides one-on-one counseling and individual assistance to families that participate in this program. Marking flyers for the residential rehabilitation program and the home buyer program are also available in the City's Housing Department lobby.

Actions planned during the next year to address the needs to public housing

Modernization projects for the public housing units, where most needed, are funded through its Capital Fund program. Each year, in its Annual Plan and Statement, the Capital Fund Program re-prioritizes those projects identified in the 5 year plan.

For Fiscal year 2023/24, the following capital improvement projects for public housing units are planned:

CAL 31-5 Plaza Vista Elevator Improvements \$280,000

CAL 31-8 Palm Vista Elevator Improvements \$280,000

CAL 31-3 Colonia Village Alley Repair \$140,000

Total Planned projects for 2024 \$700,000

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Homeownership opportunities are promoted by offering public housing families homeownership counseling services by Ventura County Community Development Corporation (VCCDC). In addition, families are informed of these services through its Family Self-Sufficiency Program and distribution of flyers to all households.

Public housing residents are encouraged to participate in public housing tenant associations that advocate on behalf of tenants to support efforts to improve public housing stock and living conditions.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not Applicable

Discussion

In order to respond to the increasing need for affordable housing units within the community, OHA and the Housing Department will continue to seek new resources of financing new housing development projects and partnering with developers, owners, and CHDO's.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Jurisdictions that receive federal funds for homeless assistance are typically required to conduct a Point In Time Count (PIT) of homeless persons each year. Due to the COVID-19 pandemic and a surge during the month of January, Ventura County requested and was granted an extension to complete the count in February. The PIT count was completed on January 24 2023, the City of Oxnard participated as a city lead in participation with the Police Department's Homeless Liaison Unit.

The "Ventura County 2023 Homeless Count and Survey: Final Report", published in April 2023. The report is at the following website: <https://s33020.pcdn.co/wp-content/uploads/2023/04/VC-2023-Homeless-Count-Report-FINAL.pdf>

In summary, the PIT count is a snapshot of homeless people who could be enumerated on one specific day. The 2023 PIT counted 625 unsheltered homeless persons and 213 sheltered homeless persons; a total of 838 homeless persons in Oxnard.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Oxnard continued the operation of a year round homeless shelter and navigation center located on K Street in Oxnard. The City of Oxnard contracted Mercy House to operate the navigation center. The navigation center will continue its operation for the next twelve-month period and beyond. Following a COVID-19 outbreak, the shelter reduced capacity to 80 following guidance from Public Health. Oxnard has launched an effort to develop a new construction mixed-use development that will include a new and replacement navigation center and 110-bed homeless shelter plus other support

services and fifty-six units of permanent supportive housing. We expect that this new project will be in operation within the next calendar year and will continue operating the shelter at the K street location until that time.

The City continued working with the Salvation Army to provide street outreach services that includes practical assistance, housing navigation, employment assistance, health navigation and crisis intervention with the ultimate goal of transitioning chronically-homeless individuals towards stable housing. The Street Outreach Team coordinates with Mercy House and the Oxnard Navigation Center as well as the Homeless Liaison Officers with the Oxnard Police Department.

This year, we partnered with Ventura County Health Care Agency to enact an encampment response program. The program consists of a street outreach team along with non-congregate emergency shelter by using motel rooms. This project involves proactive engagement with people living in encampments throughout the city, and relocation assistance to emergency shelter where clients are connected with a case manager to work towards a housing plan.

Addressing the emergency shelter and transitional housing needs of homeless persons

The emergency shelter and transitional housing needs of homeless persons are currently being addressed by several service providers throughout Ventura County. The emergency shelter needs in the area are met by the following providers: Mercy Housing in operation of the Oxnard Navigation Center, Ventura County Rescue Mission - single men over the age of 18 with rotating stay schedule, 10 nights in/5 nights out; Kingdom Center - emergency shelter for single women and women with children; Lighthouse Mission for Women and Children - single women and women with children; and Turning Point Foundation - mentally ill individuals.

Transitional housing needs are currently being met by the following providers: Kingdom Center - single women and women with children; Khepera House - single men; Many Mansions - transition aged youth, single women and women with children; Turning Point Foundation - single mentally ill persons; Salvation Army - families, single parents and single persons; VC-HSA - families, single parents and children, and single persons; Project Understanding - families and single parent households.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

There are many providers that are working diligently to assist homeless persons from not only finding housing, but also to prevent further incidents of homelessness. The Oxnard Housing Authority has the use of Homeless Set Aside vouchers in issuance of Housing Choice Vouchers and is actively offering permanent housing opportunities. Specific vouchers that the Oxnard Housing Authority uses to address homelessness are Homeless Set Aside Vouchers, Mainstream housing vouchers that are prioritized for non-elderly adults with disabilities who are currently homeless or leaving an institution, and Emergency Housing Vouchers through the American Rescue Plan Act.

The Ventura County Human Services Agency utilizes County General Funds to provide eviction prevention and rapid re-housing services to all of these populations; they will continue to do this in the forthcoming operating year. Additionally, Ventura County Veterans Services, Homeless Health Care and Ventura County Behavioral Health all work closely with the service providers to provide other supportive services to assist in reducing the incidence of homelessness as they have also done in the recent past.

OHA works in conjunction with the Veteran Administration to administer housing vouchers for homeless veterans under the VASH program. This program targets chronically homeless veterans.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities,

and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The CoC has documented discharge policies of all of the above mentioned services that spell out various directions to ensure persons are not discharged into homelessness. Additionally, as stated earlier, HSA works with qualifying low-income persons and families to avoid homelessness. This is done with the utilization of HESG and Ventura County allocated general fund dollars. Under the CoC discharge policy, in fulfilling the State Mandated Policy (state law related to the discharge protocol), the following are found:

Health Care Facilities: the County health care system describes the discharge policy as interdisciplinary responsibility. For the persons who require ongoing medical and nursing care and who have no identifiable address they may be discharged to a respite program at the RAIN project, a County operated transitional housing project. Others, upon discharge routinely go to group homes, board and care facilities, or reunite with families and friends.

Mental Health Facilities: the Ventura County Medical Center Psychiatric Inpatient Unit with the collaboration of Ventura County Behavioral Health and various community agencies provide discharge planning and placement assistance to patients, when leaving the mental health facilities.

Foster care and other youth facilities: the goal is to provide assisted services to eligible youth and young adults between the ages of 16 and 21 in making a successful transition from foster care to independent living and achieve self-sufficiency. In addition to the County Children and Family Services, a Transitional Age Youth (TAY) center, operated by Pacific Clinic is also available.

Corrections programs and institutions: upon release, inmates are able to obtain housing in transitional and permanent housing programs, group homes, and sober living homes as well as with family and friends.

Discussion

The CoC has incorporated each of the following goals of Opening Doors into its 20-year plan to end homelessness:

Ending chronic homelessness through targeted street outreach (CDBG-Community Action-One Stop Shelter, CoC-Oxnard Homeless Outreach Program, VCHSA-Rapid Re-housing, HESG-Winter Warming Shelter), discharge planning and implementation of a housing first approach.

Preventing and ending homelessness among veterans by providing permanent supportive housing beds, in addition to Section 8 HUD VASH vouchers.

Preventing and ending homelessness for families, youth, and children by 2020 through rapid rehousing programs and homeless prevention activities. The CoC set a path to ending all types of homelessness in its 10-year plan by implementing a coordinated assessment system-Pathways to Home. As a result, the number of chronic homeless, veterans, families, and youth continue to demonstrate positive results.

All of the above objectives are still in progress and will be folded into a regional plan and strategy lead by the County of Ventura.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Barriers or constraints to the affordability of housing exist in many forms. A particular building code that to one sector might be interpreted as a “negative” public policy that acts as a barrier to affordable housing may to another sector be seen as a life-saving necessity – for example, seismic safety construction requirements. The same can be said for zoning and land use regulations. It should be noted that in Ventura County, local growth limitations have been adopted by direct ballot measures. Some of these measures entail costs which can affect housing supply and the cost of housing that is produced.

Barriers to exit homelessness include the lack of a permanent, year round shelter and the lack of housing units for those at the very low- and low- income spectrum. Because of the high cost to develop housing for these populations and limited public funding to subsidize the development of new affordable housing

units, developers often do not have the resources to develop the number of units necessary to house this population. When this occurs, badly needed units go undeveloped, thus further limiting housing opportunities for those hardest to house.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Environmental review, general planning, zoning, and related local land use regulations and development standards are all extensions of local government police powers to protect life and property, minimize nuisances, and achieve a desired quality of life as expressed through a participatory democratic process. Certain barriers to affordability are imposed by the mandates created by State Law (such as preparing and adopting a General Plan and conducting environmental reviews), are adopted for safety or civil rights reasons (such as the imposition of seismic construction standards in quake-prone areas, or requiring compliance with accessibility or visibility design standards), or enacted to remedy or prevent a specific local issue (such as requiring landscaping to deter graffiti). The term “barrier” should not be interpreted in the context that local development standards and development review procedures are inhibiting the provision of quality affordable housing that would otherwise be developed, but are the cumulative effect of the development requirements imposed by the layers of government regulations and laws that impact residential development.

Discussion:

The City strives to consistently implement all policies and procedures, to review local development standards and development review procedures in such a way as to avoid and ensure that such do not have unintended negative consequences, and to improve policies and procedures so as to increase the opportunities and feasibility of developing affordable housing, especially for special needs and very low- and low-income units). The City will continue to engage in these efforts to identify and minimize any barriers over which the City has legal authority, in accordance with applicable law.

AP-85 Other Actions – 91.220(k)

Introduction:

The City will implement the goals and strategies of the Consolidated Plan to achieve the other actions listed in the next section.

Actions planned to address obstacles to meeting underserved needs

The City will continue to utilize available resources to fund administrative support activities to meet the underserved needs in the community. The City will continue to work with the appropriate state agencies to administer the assets of the former redevelopment agency in the appropriate manner, and to the benefit of the LMI community whenever possible and feasible. Other obstacles include the following:

Limited availability of funding from federal, state and other sources;

High cost of housing and provisions in the area which increases the difficulty of meeting affordable housing needs;

Reduced or frozen funding from state and other sources due to inadequate state revenue; the housing and credit crisis causing a negative effect;

A tight job market has produced an increased demand for production of new housing which is not being met, increasing home prices. Salaries are not commensurate with the high cost of housing in this market. These two factors combine to exacerbate the affordability crisis; and,

The Credit Crisis. Credit crisis has limited the availability of capital to develop housing for low- and moderate-income households and special needs groups. City staff will address the challenges of existing and new obstacles in FY 2022 by focusing on the following programmatic and administrative areas: Staff will continue to research the availability of future funding resources that leverage the development of affordable housing units, inclusive of grants, bond financing, Section 108 funding and partnering with other affordable housing developers. CDBG and other funds will be used to fund administrative support

for programs that serve the needs of LMI citizens citywide. This is especially critical now that no redevelopment agency funding is available, given that redevelopment agencies no longer exist in California. Staff will continue to collaborate with private-sector partners when appropriate in the development and construction of affordable housing. Staff will continue to collaboratively work with the service provider community, non-profit organizations, and neighboring cities and local governmental agencies within the County of Ventura to identify projects that also meet federal community development program eligibility and which can comply with timely draw-down requirements.

Per the regulation CFR 92.251 (a)(2)(vi), broadband infrastructure, the City incorporates this regulation into each HOME agreement to ensure federal compliance with this statute.

Actions planned to foster and maintain affordable housing

The City utilizes its Inclusionary Housing Program to provide significant numbers of affordable housing units. The City's Inclusionary Housing Program is one of forty-four programs identified in the City's 2021-2029 Housing Element identified to facilitate the construction of new affordable housing and to conserve and rehabilitate existing housing. To ensure that Oxnard has enough opportunity sites suitable for residential development and to meet the 2021-2029 RHNA affordable allocation of 2,911 lower income units, the City is relying on the following:

- The Affordable Housing (AH) additive zones (see Supplement 1) with an inventory of 2,466 units on sites
- 44 Vacant and Underutilized Sites (see Supplement 1)
- 224 units on Pending Specific Plans
- 165 units on Pending Annexations
- 490 Project Accessory Dwelling Units (ADUs)

The City of Oxnard has adopted several ordinances that establish inclusionary affordable housing requirements for new developments. Relevant ordinances are City Council Ordinances 2980 and 2999. The Inclusionary Housing Program, pursuant to Ordinance 2980, provides for in-lieu fee payments that can replace the on-site units within a development subject to approval by the City Council. The City adopted updated In-Lieu fees on June 2, 2020. In-lieu fees for development project are as follows:

For-Sale Units: If the in-lieu request is granted, the developer is required to make a payment of \$36,000 for each single-family home and \$35,000 for each multi-family for sale unit in the development. Thereafter, every July 1st these fees will be adjusted by the percentage increase or decrease for the prior twelve months as determined by the Engineering News Record Building Cost Index for the Los Angeles Region.

Rental Units: If the in-lieu request is granted, the developer is required to make a payment of \$28,000 for each multi-family rental unit in the development. Thereafter, every July 1st this fee will be adjusted by the percentage increase or decrease for the prior twelve months as determined by the Engineering News Record Building Cost Index for the Los Angeles Region.

A project that is approved for in-lieu payments has usually agreed to another public benefit through a Development Agreement that justifies the in-lieu payment. In-lieu payments are made when the developer applies for building permits for the approved units. The in-lieu fees collected provide funding support in the form of developer loans to new affordable housing projects and are almost always leveraged with other funding sources. The current in-lieu fund balance is approximately \$2.2 million.

Possible incentives may include, but are not limited to, the following:

- Assistance with accessing and applying for funding (based on availability of federal, state, local foundations, and private funds)
- Mortgage-subsidy or down payment assistance programs to assist first- time homebuyers and other qualifying households, when such funds are available
- Expedited/streamlined application processing and development review

- Modification of development requirements, such as reduced setbacks and parking standards on a case-by-case basis
- Density bonus

Actions planned to reduce lead-based paint hazards

Any rehabilitation activities on housing units constructed prior to 1978 will have lead hazards identified and actions taken to remove the hazard. The City's Affordable Housing Division does not own or manage any housing units. All units for which HOME and CDBG assistance is provided for homebuyer assistance or homeowner rehabilitation are administered in compliance with HUD's HOME or CDBG regulations for lead-based paint, as applicable. With respect to units owned or assisted by the Oxnard Housing Authority, there have been no cases of Public Housing tenants and/or Section 8 participant households reporting or having been discovered to have poisoned children or any child with "Elevated Blood Lead Level". OHA staff provides a brochure related to lead based paint hazards to all new tenants and program participants. Maintenance staff attends training and seminars to stay current with the State of California Lead Awareness Training requirements.

Actions planned to reduce the number of poverty-level families

Eliminating poverty is a clear concern in Oxnard and Ventura County in general. Efforts are constantly underway to improve the quality of life and economic well-being of the residents through collaborative efforts of the following agencies and their programs to provide needed skills for individuals seeking jobs and thereby getting them out of poverty:

- City Corp
- Oxnard Housing Authority
- County of Ventura-Human Services Agency
- City's youth programs such Police Activities League programs, Colonia Gymnasium and Southwinds Youth Center programs

Actions planned to develop institutional structure

Extensive public and private partnerships have been established and organized to address the City's housing, homeless, and community development needs: Entitlement Grants workshops and training, Affordable Housing workshops for homeowners, Fair Housing training and other scheduled meetings (such as Pre-construction meetings, Commission on Homelessness meetings, and meetings with County Continuum of Care Council, Housing Committee meetings).

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to collaborate with public and private housing and social service agencies to meet the goals and objectives of the Consolidated Plan. This could be from ongoing meetings, special meetings and task force.

Discussion:

The City anticipates new inclusionary affordable housing to be developed within several proposed specific plans and other new projects, including the Central Terrace Apartments, which will include 9 City inclusionary units as well as 77 other 100% affordable units. The 2nd and B project (Homeless Solutions Center) will provide 6 City inclusionary units as well as 49 other 100% affordable units. Based on a thorough review, the City does not believe that the current inclusionary housing program is a constraint to the development of housing in addition to the incentives and concessions currently being offered and conversations with local developers who have been able to work within the requirement of the inclusionary housing program and produce housing. To further ensure the program does not pose a constraint, the City has included a monitoring process.

Other actions that the City of Oxnard will continue to improve compliance assessment for all its HUD funded programs and projects by 1) monitoring program and financial performance; 2) compliance with Environmental review: each project is reviewed for compliance with the National Environmental Protection Act. The City will utilize a consulting agreement to assist and perform the environmental

reviews for housing developments and facility improvement projects, more complicated, and time consuming projects; 3) Labor Compliance Act; 4) Section 3 Compliance; 5) Procurement and Purchasing: The City has its own procurement and purchasing policies managed by staff in the Finance Department; 6) Partnerships with Citizen Advisory Groups: Inter-Neighborhood Council Forum, Commission on Homelessness, Parks and Recreation and Community Services Commission, Mobile home Park Rent Review Board, and Senior Services Commission.

Continued Actions planned to foster and maintain affordable housing:

The affordable housing additive zones, adopted on October 19, 2021 via Ordinance 2999, are zoning designations that provide opportunities for the development of affordable residential housing to help the City reach its regional housing needs allocation (RHNA).

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

In addition to the 20% cap for Administration, the City of Oxnard also allocates 15% of 2022 CDBG funds for public services such as recreation programs for youth, homeless services, health services and senior services activities. The balance of the funds will be allocated to housing activities, economic development, homebuyer assistance, and public facilities and improvements. In the event of an emergency (such as an earthquake, flooding, or hurricane ...) the City will cut the non-committed funds from other existing projects in order to fund the urgent need within the allowable range. However, the urgent need to meet the following tests: (1) the existing conditions pose a serious and immediate threat to the health and welfare of the community, (2) the existing conditions are recent or recently became urgent, generally 18 months, (3) the City cannot finance on its own, (4) and when other funding sources are not available.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.	
1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Other forms of local investments for housing that may be available to projects include financing from the City's in-lieu fees, CDBG, and Permanent Local Housing Allocation (PLHA) funding. Additionally, the City also provides homebuyer assistance through the use of program income received from BEGIN and CALHOME State funded grant programs. The City also applies for competitive grants in support of affordable housing initiatives and partners with other housing organizations to assist in housing low-income and the unhoused with permanent housing options.

CDBG funds are currently being used for homebuyer assistance through a subrecipient.

A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The City does not have a resale provision, therefore the City's policy is to recapture the funds for future HOME-eligible activities. Below describes the City's recapture provisions and procedures.

Recapture Provisions

In the event that the homebuyer fails to satisfy the requirements during the term of the loan, or otherwise defaults, the City shall exercise its legal rights, as set forth in the promissory note and deed of trust, in order to recover the monetary assistance previously provided to the maximum extent permitted by law.

If the recapture provisions are triggered by a sale of the housing unit, (whether voluntary or involuntary –such as foreclosure) or other default, the City shall take all necessary steps to recover the full amount of HOME funds from the net proceeds. The phrase 'net proceeds' is defined as the sales price, minus the loan repayment of the first trust deed (other than HOME funds) and any closing costs.

The HOME Program regulations allow the City to recapture the entire HOME Subsidy, in the event the loan recipient violates the affordability and or term period requirements. However, should the 'net proceeds' not cover the entire HOME Subsidy or not cover any of the HOME Subsidy, the City is required to forgive the remaining balance of the direct HOME Subsidy.

- During the term of the loan, the homeowner must repay the loan if it is sold, transferred or refinanced without the City's permission and/or with cash out to the homeowner or the homeowner does not occupy the residence as a primary residence.

Procedures

The City utilizes an agreement which includes restrictions, and a promissory note secured by a deed of trust which is recorded with the Ventura County Recorder's Office.

Staff monitors and requires certification annually by the homeowner that the property is owner-occupied to determine if recapture provisions shall be invoked upon discovery of violations for owner-occupancy or unauthorized transfers.

The City will exercise the rights stipulated in the promissory note, secured by the deed of trust that was recorded with the County Recorder's Office.

Should Borrower transfer (as that term is defined in the Note) the Property during the occupancy period, City shall require that Borrower pay from the net proceeds the full amount of the Loan. For purposes of this Loan Agreement, "net proceeds" shall mean the sales price minus loan repayment (other than CDBG funds) and closing costs.

In the event net proceeds are not sufficient to discharge the full amount of the Loan during the occupancy period plus enable the Borrower to recover his or her initial investment in the Property and documented costs of any capital improvements, Borrower shall share the net proceeds with City. The City's share of the net proceeds shall be calculated as follows:

$$(\text{Amount of Loan} / \text{Amount of Loan} + \text{Borrower's Investment}) = \% \text{ of Net Proceeds that City is entitled to.}$$

Should the net proceeds not discharge the full amount of the Loan, City shall forgive the remaining balance.

A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

During the affordability period, the homeowner must resell to another low-income homebuyer if the property is refinanced without the City's permission and/or with cash out to the homeowner or the homeowner does not occupy the residence as a primary residence.

The original homebuyer receives a fair return on investment, (i.e., the homebuyer's down payment plus capital improvements made to the house. It is important to note that in certain circumstances, such as a declining housing market where home values are depreciating, the original homebuyer may not receive a return on his or her investment because the home sold for less or the same price as the original purchase price); and

In the event that the homebuyer fails to satisfy the requirements during the term, or otherwise defaults, the City shall exercise its legal rights, as set forth in the Resale Restriction Agreement.

Procedures

The City utilizes a Resale Restriction Agreement (RRA) secured by a deed of trust which is recorded with the Ventura County Recorder's Office.

Staff monitors and requires certification annually by the homeowner that the property is owner-occupied to determine if resale provisions shall be invoked upon discovery of violations for owner-occupancy or unauthorized transfers.

If the homeowner defaults or fails to satisfy requirements during the term, the City will exercise the rights stipulated in the Resale Restriction Agreement.

Property must be sold to an eligible low-income homebuyer which shall acquire the unit subject to the continuation of restrictions provided in the RRA through an assumption agreement.

The purchase price must be affordable for a low-income household who earns up to 80% of the area median income, provided by HUD. The monthly cost for principal, interest, taxes, insurance, HOA fees, utilities, and maintenance should not be more than 30% of the monthly income for the household or otherwise stated in the RRA. There is no preference to a particular segment of the low-income population.

The resale price is calculated using one of two ways methods described below. The method used is identified in the RRA:

Determined as the affordable housing cost for a family at 80% of AMI paying no more than 30% of the monthly income for the household or in accordance of California Health And Safety Code 50025.5, whichever is lesser, but not less than the original price paid by homebuyer, or

Determination using a CPI method to calculate the increase (or decrease) in value of the property. The U.S. Bureau of Labor Statistics Consumer Price Index – All Urban Consumers for the Los Angeles-Riverside- Orange Counties Area (all items based 1982-1984=100) provides the CPI on the date of the calculation and the CPI on the purchase date. The calculation is the CPI on the date of the calculation minus the CPI on the purchase date, plus the cost of improvements to property evidenced with receipts, less 7% depreciation, plus the costs of bringing the housing unit up to current building codes and in a salable condition.

Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City currently does not have any plans to invest HOME funds in this type of activity.

If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

Not Applicable

If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

Not Applicable

If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

The City does prioritize the development of housing for those unhoused or previously unhoused. The two programs primarily funded by HOME have been down payment assistance and affordable housing developments, however, there have been no other exclusions, or preferences to other targeted populations. The City, County, and state all are in dire need of more housing, and the City is working to increase the number of units available within the community.

Emergency Solutions Grant (ESG)

Reference 91.220(l)(4)

Include written standards for providing ESG assistance (may include as attachment)

The City does not provide any direct assistance under the HESG program. All written standards vary by service providers and assistance type. However, all providers must ensure recipients meet the minimum qualifications established by HUD for each eligible funded activity. HESG Policies and Handbook is in the process of updating and will be provided to all HESG subrecipients when finalized.

If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The Regional Ventura County Continuum of Care Alliance has established centralized or coordinated assessment system, Pathways to Home, that provides coordination intake as well as systems to avoid duplication of effort and redundancies.

Pathways to Home is centralized to provide identical information and system-wide tracking through HMIS, of all homeless individuals who seek and /or receive assistance at any one of the various service providers, or through the County directly.

Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The process for making all sub-awards for HESG recipients are as follows:

- a. The City formally posts the Notice of Available Funds (NOFA) in the regional newspaper, on the City's website, and emails and paper mail are sent to all existing and potential service providers from Ventura to Los Angeles.
- b. All interested agencies attend information workshop/application training on the process, which includes all deadline dates and times.
- c. Interested agencies then submit their application, project overview and qualifications.
- d. The funding recommendations are adjusted to meet the available resources and cap requirements; reviewed by management and then submitted to the City Council for approval.
- e. All applicants are contacted and urged to attend the City Council meeting in which the items fall on the agenda. All supporting comments and grievances are done at this time.
- f. The Mayor and City Council directs the City Manager and staff to move forward with final processing.
- g. Staff prepare all contracts for execution. Additionally, all internal processes are completed in order to encumber funds to each individual agency.
- h. Contracts are completed and services can begin on July 1.
- i. All HESG contracts are awarded for two years.

If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The City meets the homeless participation requirement by having a homeless and formerly homeless person serve on the City's Commission on Homelessness. In addition, each entity receiving city HESG funding is also asked to provide information as to how they involve the homeless.

Describe performance standards for evaluating ESG.

PERFORMANCE MEASURES

Performance measures are in place to ensure the efficient administration of all HESG funded activities. Additionally, along with the utilization of the HMIS, these measures will hopefully help to reduce the length of time of family and individuals remain homelessness, reduce the overall incidence of homelessness, and monitor the overall use of emergency shelters. Some of the activity measures are as follows:

- **Emergency Shelters:** Excluding winter shelters, must be able to document placement of a minimum of 10 percent of the homeless persons or households served in the Program Year into transitional or permanent housing.
- **Transitional Housing:** must be able to document placement of a minimum of 50 percent of the households who completed the transitional housing program in the Program Year into permanent housing. "Household" is defined as all clients including single individuals and families.
- **Rapid Re-housing:** must show continued housing of clients receiving assistance for at least three months after receiving assistance. This should be done via case management of clients, documentation and HMIS entry and exit dates.
- **Eviction Prevention:** must show continued housing of clients receiving assistance for at least three months. This should be done via case management of clients, documentation and HMIS entry and exit dates.
- **All clients,** with the exception of victims of domestic violence, must be entered into the Regional HMIS within 15 days of receiving service(s), and must be exited from the system within 30 day of program completion or termination.
- **MINIMUM STANDARDS:** Sub-grantees are expected to have taken steps to meet the Minimum Standards for Homeless Programs within thirty days of executing the Program Year contract.

- **BUILDING AND HABITABILITY STANDARDS:** Any building for which HESG funding is used for renovation, major rehabilitation or conversion must meet local government safety and sanitation standards. In addition, the Sub-Grantee must meet a number of basic standards to ensure that shelter and housing facilities funded through the HESG program are safe, sanitary and adequately maintained.
- **MONITORING:** City staff will monitor the use of grant funds through a combination of a thorough review of submitted reports, review of audit or financial statements, and monitoring and site visits. The City will continue to develop and implement eligible activities using the grant funds and through the monitoring and review processes and techniques in order to comply with the federal specific requirements.

Discussion:

Homeless Assistance Division continues to fund all the activities prescribed in the HEARTH act. With the sub-recipients cooperation, the City's HESG will continue to provide substantial additional leverage funds to invest in the various programs in order to assist the homeless population toward the goal of reduction and ending homelessness. Also, HESG limits the cost categories for administration and planning to 7.5% or \$15,591 and 60% for street outreach and emergency shelter \$124,729; total \$140,320 for those cost categories. The remaining balance, a total of \$67,563 or 32.5% towards rapid re-housing support.

2023-2024 MID YEAR REALLOCATION BUDGETS

Available Amounts	\$ 1,517,180.80	\$ 1,856,200.29	\$ 3,373,381.09
	CDBG (2023-24 AAP)	HOME (2023-24 AAP)	TOTAL
PROJECT-RELATED (ACTIVITY DELIVERY) COSTS	40,431.00		40,431.00
CASA ALIENTO SITE IMPROVEMENTS*	593,000.00		593,000.00
DOLORES HUERTA GARDEN APTS DEVELOPMENT PROJECT*	883,749.80		883,749.80
ASPIRE DEVELOPMENT PROJECT		1,000,000.00	1,000,000.00
ASPIRE - PROJECT RELATED COSTS		40,000.00	40,000.00

AMENDED BUDGET TOTALS:	1,517,180.80	1,040,000.00	2,557,180.80
-------------------------------	---------------------	---------------------	---------------------

CLOSED/REDUCED PROJECTS	CDBG	HOME
1450 S.ROSE	661,632.40	NEW
REAL PROPERTY ACQUISITION	35,397.42	
NEIGHBORHOOD IMPROVEMENTS	659,387.00	
CDBG ADMINISTRATION	106,102.43	
SHELTER CARE RESOURCES	257.00	
COLONIA GYM	1,010.39	
PAL	4,503.51	
OPAC	142.75	
SENIOR SERVICES - OHA	21,457.82	
CAL LUTHERAN - COUNSELING	27,290.08	
	1,517,180.80	

MID-YEAR PROJECTS SUMMARY	TOTALS
CDBG	1,517,180.80
PROJECT-RELATED (ACTIVITY DELIVERY) COSTS	40,431.00
CASA ALIENTO SITE IMPROVEMENTS*	593,000.00
DOLORES HUERTA GARDEN APTS DEVELOPMENT PROJECT*	883,749.80
HOME	1,040,000.00
ASPIRE DEVELOPMENT PROJECT	1,000,000.00
ASPIRE - PROJECT RELATED COSTS	40,000.00

*Additional Funds to Casa Aliento per 10% increase	199,999
---	---------

CDBG	1,517,180.80
HOME	1,040,000.00
TOTAL CPD COMMITMENTS	2,757,179.80

*Funding ranges for Dolores Huerta range from \$268,074 to \$883,749.80
*Funding ranges for Casa Aliento range from \$593,000 to \$792,999

2023-2024 COMMUNITY DEVELOPMENT BLOCK GRANT MID-YEAR REALLOCATION

Brenda Lopez
Interim Housing Director

City Council
January 21, 2025

1. At the close of each fiscal year, the Housing department reviews its Housing and Urban entitlement funds – CDBG, HOME, and ESG, to ensure the fund balances and projects are moving in stride and in accordance to the federal regulations.
2. Changes to the funds, and projects that require changes often come up and require public input, Council and HUD approvals.
3. HUD Annual Plans must reflect any changes planned.

1. On May 2nd, HUD conducts an annual check to determine how much each city has in its Community Development Block Grant fund balance
2. Cities that exceed 1.5 times of the current CDBG award violate HUD regulations
3. Slow- or no-performing projects must be regularly assessed
4. The amount needed to be expended by May 2nd is \$2,639,027.85

5. Staff received funding requests from two existing affordable housing projects experiences cost overruns
6. Staff proposes to commit unobligated CDBG funds to assist those projects in reaching completion
7. Staff is proposing to provide CDBG funds to both projects for site improvements, for public and private utilities and other improvements in support of the Dolores Huerta and Casa Aliento Affordable Housing Developments

COMMUNITY DEVELOPMENT BLOCK GRANT

11. As of November 2024, the City had \$5,786,222.85 in the CDBG Fund Balance
12. \$4,269,042.05 is currently under contract plus \$1,517,180 of uncommitted funds.
13. The Housing Department plans to commit \$1,517,180.80 to existing projects to achieve timeliness compliance, including retroactive payments to one of the projects.
14. December 16, 2024 - HUD rejected the idea and the City requested a waiver.
15. December 30, 2024 – The Housing Department submitted a waiver requesting an exception.
 - a) If approved, the City will be on target for timeliness Compliance
 - b) If denied, the next course of action is to increase funding for the Casa Aliento Project and decrease funds to Dolores Huerta Garden Apartments

Dolores Huerta Garden Apartments

1. A 58-unit affordable housing development project that has a funding gap. Developer requesting financial assistance to prevent project delays
2. Proposing funds to support on and offsite improvements
3. Staff proposes to allocate a range between \$268,075 and \$883,749.80 to the Dolores Huerta Garden Apartments on and off site improvements.

Casa Aliento Apartments

1. A 70-unit affordable housing development project that has a funding gap. Developer requesting financial assistance to prevent project delays
2. Proposing funds to support on and offsite improvements
3. Staff proposes to allocate between \$593,000 and \$792,999 to the Casa Aliento Apartments

Activity	Allocation
Dolores Huerta Site Improvements	\$ 883,749.80*
Casa Aliento Site Improvements	\$ 593,000.00*
Project Related Costs	\$ 40,431.00
Total CDBG Allocation	\$1,517,180.80

**Funds may decrease for Dolores Huerta down to \$268,074, and Casa Aliento may increase by 10% that would increase the funding to \$792,999, where the allocation remains the same at \$1,517,180.80*

1. HOME funds are awarded annually by HUD and can be used only for activities that produce affordable housing
2. The current uncommitted balance of HOME funds is \$1,856,200.59
3. HOME funds are not subject to the HUD regulations that apply to CDBG (more than 1.5 times of the annual award should be unspent each year)
4. Staff proposes to contribute \$1,040,000 to the Aspire Apartments
5. If Council approves staff's recommendations, the HOME program will have a remaining fund balance of \$816,200.59

Aspire Apartments

1. HOME-ARP Commitment of \$1.2 Million
2. An 88-unit affordable housing development
3. Developer requesting financial assistance to prevent project delays
4. Proposing funds to assist in closing the funding gap for the housing development
5. Forty thousand of the funds will support project related costs such as additional consultant time, public noticing or advertising costs, and staff time dedicated to the project
6. Staff proposes to allocate an addition \$1,040,000 to the Aspire Apartments

Activity	Allocation
Aspire Apartments New Construction	\$1,040,000.00
Total HOME Allocation	\$1,040,000.00

1. Conduct a public hearing and receive comments related to the Substantial Amendment to the Fiscal Year 2023-2024 Annual Action Plan;
2. Approve a Substantial Amendment to the 2023-2024 Annual Action Plan, reallocating Community Development Block Grant and HOME Investment Partnership Program funds;
3. Authorize the City Manager and his designees, to execute the required applications, certifications, and other pertinent documents for the submission of the Amendment to the United States Department of Housing and Urban Development;

RECOMMENDATIONS

4. Authorize the City Manager and his designees, to execute the appropriate agreements with subrecipients, and to adjust any of the funding activities, not to exceed ten percent, if the programs require more or less funding to meet their objectives; and,
5. Authorize the City Manager and his designees, to appropriate and recognize grant revenue, for HOME Investment Partnership Program (Fund 202) and Community Development Block Grant (Fund 201) funds to the proposed activities identified in this staff report.



END OF PRESENTATION

Written comments to:

Brenda.lopez@oxnard.org