

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.org.



AGENDA
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & ECONOMIC DEVELOPMENT COMMITTEE
Council Chambers, 305 West Third Street
June 10, 2025
Regular Meeting - 8:30 PM to 10:00 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 821 8938 4161
3. Passcode: 829150

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.ORG.

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. 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.
3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING
 - a. Follow Zoom details listed above.

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)

- 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, FLAG SALUTE

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. 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, and on non-action items such as ceremonial items, report of city manager / executive director / secretary, and city council/ housing authority / successor agency / financing authority business / committee reports. 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.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Community Development, Housing and Economic Development Committee approve the minutes of the May 13 and 27, 2025.

Contact: Luly Lopez, (805) 385-7805

D. REPORTS

1. Housing Department

SUBJECT: Oxnard Navigation Center Operating Agreement with Mercy House for Fiscal Year 2025-2026. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, and Housing & Development Committee recommends that the City Council:

Approve and authorize the Mayor to execute a one-year agreement with Mercy House for the provision of shelter and navigation center operations in Fiscal Year 2025-2026, in the amount not-to-exceed \$3,355,407.75.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/VeO02XP5CwK>

Contact: Brenda Lopez, (805) 385-8092

2. Community Development Department

SUBJECT: Agreement to prepare a Transit-Oriented Development/High Quality Transit Corridor Specific Plan. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council approve and authorize the Mayor to execute an agreement (Agreement No. 32500483) with Gruen Associates, for a period of up to 2 years, for an amount not to exceed \$1,075,609 for the preparation of a Transit-Oriented Development/High Quality Transit Corridor (TOD/HQTC) Specific Plan and associated tasks.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/iwYDa2vC8TU>

Contact: Jeff Pengilley, (805) 385-8208

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING &
DEVELOPMENT COMMITTEE AGENDA REPORT**

**CONSENT AGENDA
AGENDA ITEM NO. C.1**

DATE: June 10, 2025

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Community Development, Housing and Economic Development Committee approve the minutes of the May 13 and 27, 2025.

BACKGROUND

Approval of minutes.

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.

Prepared by: Luly Lopez, City Clerk

ATTACHMENTS

1. Minutes of Community Services, Public Safety, Housing and Development for May 13 2025
2. Minutes of Community Services, Public Safety, Housing and development for May 27 2025

MINUTES
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & ECONOMIC DEVELOPMENT COMMITTEE
May 13, 2025

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:30 p.m., Chair Luis A. Mc Arthur called to order the regular meeting of the Oxnard City Council Community Services, Public Safety, Housing & Economic Development Committee 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. Chair Luis A. Mc Arthur; Member Bert E. Perello and Member Michaela Perez were present.

Member Perez led the flag salute.

Staff members present were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Kenneth Rozell, Chief Assistant City Attorney; Jeff Pengilley, Community Development Director; Joe Pearson II, Planning Manager; Renee Rakestraw, Assistant Cultural and Community Services Director; Julie Estrada, Cultural Arts Manager; Esteban Melchor, Cultural and Recreation Supervisor; Danaly Perez, Recreation Supervisor; and Lourdes A. López, City Clerk.

Chair Mc Arthur announced that Agenda Item No. D-2 is being removed from the agenda.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

No public comments were received.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the March 25, 2025, April 8 and 22, 2025 regular meeting as presented.

No public comments were received.

It was moved by Member Perello, seconded by Member Perez, to approve the Information/Consent item as presented. VOTE: Perez, Perello and Mc Arthur voted in favor; the motion carried 3-0.

D. REPORTS

1. Community Development Department

SUBJECT: Private Parking Ordinance. (20 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council adopt a Private Parking Ordinance that would add Division 3 to Article IV, Chapter 8 of the Oxnard City Code (Oxnard City Code Sections 8-61.1 to 8-61.11).

Jeff Pengilley, Community Development Director and Joe Pearson II, Planning Manager presented and answered the Committee's questions.

Public comment was received from Bob Power and Danny Toth of Park Smart. Discussion ensued among the Council and staff.

It was moved by Chair Mc Arthur, seconded by Member Perello, to approve the recommended action as presented. VOTE: Mc Arthur, Perello and Perez, voted in favor; the motion carried 3-0.

2. Housing Department

SUBJECT: Acquisition of Unimproved Real Property located at 5230 Cypress Road and 5208 Cypress Road. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend the City Council:

1. Approve a Purchase and Sale Agreement (A-8585) for the acquisition of unimproved real property located at 5230 Cypress Road and 5208 Cypress Road for zero dollars (\$0), and authorize the Housing Director or designee to execute any and all documents necessary to complete the acquisition; and
2. Authorize a budget appropriation in the amount of \$30,000 from the Affordable Housing In-Lieu Fees Fund to pay for transaction fees, due diligence studies, and related costs necessary to complete the purchase.

ACTION: Item was removed from the agenda.

3. Cultural & Community Services Department

SUBJECT: Hueneme After School Education Safety Agreement. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that Council approve and authorize the Mayor to execute the Partnership Agreement (A-8589) and Memorandum of Understanding (A-8590) with the Hueneme Elementary School District (HESD) for the City of Oxnard to receive the total amount of \$7,408,328 to provide services under the California After School Education and Safety (ASES) program at ten (10) HESD schools during FY 25-26, FY 26-27 and FY 27-28.

Renee Rakestraw, Assistant Cultural and Community Services Director and Esteban Melchor, Cultural and Recreation Supervisor presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Member Perez, seconded by Member Perello, to approve the recommended action as presented. VOTE: Perez, Perello and Mc Arthur, voted in favor; the motion carried 3-0.

4. Cultural & Community Services Department

SUBJECT: Oxnard After School Education Safety Agreement. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council approve and authorize the Mayor to execute a one-year agreement (A-8586) with the Oxnard School District (OSD) for the City to receive an amount not to exceed \$4,470,000 to operate the After-School Education and Safety Program with a City match of \$130,000 of in-kind services.

Renee Rakestraw, Assistant Cultural and Community Services Director and Danaly Perez, Recreation Supervisor presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Member Perello, seconded by Member Perez, to approve the recommended action as presented. VOTE: Perez, Perello and Mc Arthur, voted in favor; the motion carried 3-0.

5. Cultural & Community Services Department

SUBJECT: Proposed Ordinance Revising the Cultural Arts Commission Powers & Duties. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council adopt an ordinance revising Section 2-131 of the Oxnard City Code related to the Cultural Arts Commission.

Julie Estrada, Cultural Arts Manager presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Member Perez, seconded by Chair Mc Arthur, to approve the recommended action as presented. VOTE: Mc Arthur, Perello and Perez, voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS

No requests were made.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Mc Arthur adjourned the meeting at 9:19 p.m.

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Mayor

MINUTES
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT
COMMITTEE
May 27, 2025

Because there were no items requiring consideration on this date, there was no regular meeting.

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Chair



COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: June 10, 2025

TO: Community Services, Public Safety, Housing & Development Committee

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

SUBJECT: Oxnard Navigation Center Operating Agreement with Mercy House for Fiscal Year 2025-2026.
(10 minutes)

RECOMMENDATION

That the Community Services, Public Safety, and Housing & Development Committee recommends that the City Council:

Approve and authorize the Mayor to execute a one-year agreement with Mercy House for the provision of shelter and navigation center operations in Fiscal Year 2025-2026, in the amount not-to-exceed \$3,355,407.75.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/VeO02XP5CWk>

BACKGROUND

Since January 2019, the City of Oxnard has operated a 110-bed, twenty-four-hour-a-day shelter, which provides a safe place to sleep, shelter from the elements, meals, and sanitation and related services for individuals experiencing homelessness, at the former National Guard Armory on K Street (351 S. K Street). After being operated directly by Housing Department staff for five months, in June of 2019, the City of Oxnard, in a joint effort with the County and City of Ventura, procured the non-profit Mercy House to manage the navigation center.

On March 30, 2021, the City Council approved a Disposition and Development Agreement (DDA) between the City, CDP Developers LLC, and the Housing Trust Fund Ventura County to develop a mixed-use development known as Casa de Carmen (241 West Second Street) including fifty-six permanent supportive housing units and a 110-bed overnight homeless shelter and navigation center ("Project"). Casa de Carmen is expected to open by September 30, 2025, at which time the shelter operations will transition from K Street to Casa de Carmen. The City of Oxnard and the County of Ventura entered an "Agreement to Provide Financial Support for the Construction and Operation of a Permanent, Year-Round Shelter Serving Homeless Individuals" ("Cost Share Agreement"), for the Casa de Carmen location on May 17, 2022. The City Council has approved annual operations agreements with Mercy House since July 2019. The current agreement will expire on June 30, 2025.

DISCUSSION

Mercy House has performed well in its duty to serve the homeless population in Oxnard. Staff propose a new operating agreement for fiscal year 2025-2025. The scope of services generally includes, providing a safe,

secure, and dignified space in which the basic needs are met for vulnerable individuals experiencing unsheltered homelessness and stabilization and transitioning to permanent housing are priorities. Services include that all clients have access to daily meals, hygiene facilities and transportation services. To ensure consistency with the City of Ventura, who also contract with Mercy House for shelter operations, and the best outcomes for shelter clients, the proposed agreement includes performance measures and incentives for pay, as outlined in Exhibit A of the Agreement (Attachment 1).

For FY 25-26 the shelter operation will take place first at K Street, then transition to Casa de Carmen. For FY 25-26, the not-to-exceed amount for shelter operations is \$3,355,407.75. The operating cost for FY 25-26 will be paid under a cost-share agreement with the County of Ventura, with the exception of temporary costs and the unforeseen construction delay contingency described below. An amendment to the cost-share agreement (A-8462) is set to be brought to the Ventura County Board of Supervisors for approval in June 2025 and before the City of Oxnard's Council on June 17, 2025.

As described below, the County's cost-share for FY 25-26 is \$1,635,703.87 and the City's cost-share for FY 25-26 is \$1,719,703.88, the anticipated funding sources include:

Cost	Description	Funding Source
\$1,600,703.88	Mercy Operation Costs	City General Fund and Permanent Local Housing Allocation (PLHA)
\$1,600,703.87	Mercy Operation Costs	County
\$70,000	Furniture, Fixtures, and Equipment (FF&E) expenses for Casa de Carmen	Shared 50/50 between City General Fund and County
\$63,000	K Street "temporary costs" - outdoor restroom, laundry, and shower trailer facilities	City General Fund and Permanent Local Housing Allocation (PLHA)
\$21,000	Construction delay contingency	City General Fund
\$3,355,407.75	Total Amount	

This new agreement and implementation of the cost sharing agreement with the County represents a significant cost savings for the City. The FY 24-25 agreement was not-to-exceed \$4,066,990.00 for shelter operations, funded fully by the City of Oxnard. Savings for FY 25-26 will be realized by discontinuing the need for outdoor trailer facilities upon the shelter's move to its permanent location, reducing costs in the shelter's transportation, meals, and security budget categories.

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 not-to-exceed cost of the Agreement for Fiscal Year 2025-2026 is \$3,355,407.75. This amount will be funded as follows:

- Fiscal Year 2025-2026 City Proposed Budget to include \$1,677,703.88 obligation from the General Fund (101)
- Existing available City funding of \$42,000 in State Housing Grant Fund (220) Permanent Local Housing Allocation (PLHA), which was previously approved on July 30, 2024 for Navigation Center Operations.
- County of Ventura anticipated funding of \$1,635,703.87 per A-8462. These funds will be deposited to the City's liability account and released upon payment to Mercy House.

For Finance Use Only:

General Fund (Org. 1018103 Obj. 53200) Project B2504; State Housing Grant Fund (Org. 2208101 Obj. 53200) Project G2102.

Prepared by: Brenda Lopez, Interim Housing Director

ATTACHMENTS

1. Attachment 1- Mercy House Operating Agreement 32600011
2. Attachment 2- PowerPoint

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND MERCY HOUSE LIVING CENTERS**

By This Professional Services Agreement (“Agreement”), the City of Oxnard (“City”) agrees to engage the Services of Mercy House Living Centers (“Consultant”), and Consultant 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 Consultant may be individually referred to as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, in 2018 the City issued a Request for Proposals (RFP) with the County of Ventura and City of Ventura for Project seeking Professional Services to provide full-service, year-round emergency shelter programs; and

WHEREAS, Consultant was selected as the operator to provide full-service, year-round emergency shelter programs; and

WHEREAS, Consultant is under contract to provide these services for the Oxnard Navigation Center emergency shelter, currently located at 351 S. K Street, Oxnard, California, 93030; and

WHEREAS, City expects provision of these services to commence at a permanent location on the ground floor at 241 W. 2nd Street, Oxnard, California during the term described in Section 4 of this agreement; and

WHEREAS, these services are funded by the City of Oxnard and County of Ventura as detailed under Agreement A-8462 and its subsequent amendments; and

WHEREAS, a Contingency budget for unforeseen costs, funded solely by City, shall be utilized should shelter operations not commence at a 241 W. 2nd Street, Oxnard, California by October 1st, 2025; and

WHEREAS, Consultant has executed a Lease Agreement to operate a Shelter Space at this location.

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

1. The Recitals set forth above are true and correct and together with any definitions set forth therein are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

2. SUMMARY DESCRIPTION OF SERVICES.

Consultant will serve as the service provider to operate and manage the day-to-day operations of the 110-bed emergency shelter that will assist individuals experiencing unsheltered homelessness in addition to providing access to various programs and supportive services.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Mercy House Living Centers, a corporation/LLC/LLP of the State of California, located at 203 N. Golden Circle, Santa Ana, CA 92705

4. TERM OF AGREEMENT: From: July 1, 2025 To: June 30, 2026:

5. AGREEMENT AMOUNT NOT TO EXCEED: \$3,355,407.75

6. 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-B

- 7. 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, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative Name: Brenda Lopez Title: Interim Housing Director Phone: 805-385-8092 Email: brenda.lopez@oxnard.org Address: 435 S. D Street, Oxnard, CA 93030	Consultant Designated Representative Name: Larry Haynes Title: Chief Executive Officer Phone: 714-836-7188 x 101 Email: larryh@mercyhouse.net Address: 203 N. Golden Circle, Santa Ana, CA 92705
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- 8. CONTRACTUAL PREREQUISITIES.** This Agreement must first be executed by the Consultant, 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.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.
- B. 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.
- C. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- D. Consultant 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.

9. CONSULTANT'S SERVICES.

- A. Consultant 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 13 of this Agreement.
- B. 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. Consultant 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.

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and the “Schedule of Compensation,” attached to and incorporated into this Agreement as “Exhibit B.” City shall pay Consultant an amount not to exceed the amount is listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

11. PAYMENT and 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 Consultant 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.

- A. Payment Request. Consultant 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: housing.grantsap@oxnard.org.
- B. Consultant’s acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant 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 Consultant 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 Consultant and its employees, agents and subcontracted Consultants.

- C. Consultant 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 Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
- D. **Non-Appropriation of Funds.** Payments to be made to Consultant 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.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this 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 4(B), then this Agreement shall not be extended.**

13. 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. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution

of this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services.

14. 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 22 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 Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. FEDERAL GRANT FUNDING REQUIREMENTS. [RESERVED]

16. INDEPENDENT CONTRACTOR. Consultant 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 Consultant or any of its employees, except as stated in this Agreement. Consultant 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 Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, 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. Consultant T and its employees are not employees of City. Consultant 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. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, 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.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant 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 Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY &

DISCLOSURE, RECORDS & WARRANTY. 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 Consultant 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.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant 's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and

prepared in accordance with generally accepted accounting principles. 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.

- D. 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. Consultant 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 Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant 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 Consultant by the City or other information to which the Consultant 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.
- F. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. 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 22.

22. NOTICE. 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 7. 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.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in

accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

- B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.
- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. INSURANCE. Consultant 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 Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant 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 Consultant is a material element of this Agreement. Consultant’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, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as “Exhibit E” to this Agreement, Consultant 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 Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. PREVAILING WAGE REQUIREMENTS. [INTENTIONALLY OMITTED].

27. 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 G.

28. 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.

29. CONFLICT OF INTEREST. Consultant 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 Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant 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 Consultant may result in termination of this Agreement by the City.

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 Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant 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. ASSIGNMENT. This Agreement is for the professional Services of Consultant. Any attempt by Consultant 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. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

33. CARE OF WORK. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

34. REPORTS. Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. AUDIT. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant 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 Consultant for a period of 3 years after final payment under the

Agreement. Regardless of whether a State audit is permitted, Consultant 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. Consultant 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. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant 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. Additionally, The California Department of Housing and Community Development staff have the right to audit Consultant records and interview Consultant staff for a period of at least 5 years after payment. Consultant shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Code Section 10115.10.

36. ADVERTISING AND PUBLICITY. Consultant 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.

37. NONDISCRIMINATORY EMPLOYMENT. Consultant 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. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

- 39. WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant 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 Consultant'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.
- 40. FORCE MAJEURE.** Neither the Consultant 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.
- 41. 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.
- 42. 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.
- 43. 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.
- 44. 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.
- 45. AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement

on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. 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.

47. 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 and 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.

48. CAPTIONS AND HEADINGS. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49. ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant 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 4 and upon signature of all Parties.

CITY OF OXNARD

MERCY HOUSE LIVING CENTERS

Luis A. Mc Arthur, Mayor Date

Larry Haynes, CEO Date

Patti Long, DCEO Date

ATTEST:

Lourdes A. López, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer, Date
City Attorney

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT (City of Oxnard and Mercy House Living Centers)

SCOPE OF SERVICES

PROJECT MANAGER: Michael Skinner, michael.skinner@oxnard.org, 805-385-8033

Consultant is the designated operator of the year-round emergency shelter for the City. Consultant will provide a safe, secure, and dignified space in which the basic needs are met for vulnerable individuals experiencing unsheltered homelessness and stabilization and transitioning to permanent housing are priorities. The program will provide low barrier access and services to ensure that individuals with greater needs and housing barriers are admitted to the shelter.

The City and County fund the shelter operations. Consultant is not a faith-based organization and currently provides basic needs, in-house navigation services and safe shelter to ensure that all clients transition into permanent housing as soon as possible. Consultant ensures that all clients have access to daily meals, hygiene facilities and transportation services.

Consultant Scope of Services:

Consultant will operate and manage the day-to-day operations of the 110-bed emergency shelter that will assist individuals experiencing unsheltered homelessness. The shelter will be open 24/7, operate 365 days a year and provide access to various programs and services. Consultant agrees to provide services stated in this scope of work and adhere to all reporting requirements outlined in the Professional Services Agreement (PSA). Consultant is ultimately responsible for ensuring all deliverables are met directly by its staff or through its subcontractor(s).

Access to Shelter:

- The shelter will be accessible 24 hours a day, seven days per week, 365 days per year.
- The bed availability is handled through the Shelter Point reservation system, Ventura County Homeless Management Information System (VC HMIS)

Coordinated Entry System (CES) to decrease the impact on the surrounding areas through a referral-based process, no walk-ins are permitted.

- Staff members will provide on-site staff to track daily bed inventory and update daily bed vacancies in VC HMIS CES for referrals from local service providers.
- There will be 10 beds designated to prioritize referrals from the Oxnard Police Department and 4 beds designated to prioritize referrals from the Ventura County Sheriff's Homeless Liaison Unit.

Length of Stay:

- There will be no set maximum length of stay but Consultant will be consistent with national best practices and trends ensuring that the goal will be to transition the clients to permanent housing as soon as it is available.
- To accomplish this goal, Consultant is required to utilize the VC HMIS Coordinated Entry System (CES) and participate in biweekly Pathways to Home Conferences where individuals are prioritized for permanent housing opportunities.
- When a client has been at the shelter for a length that exceeds 180 days, Consultant will review their stay every 30 days and will be required to maintain individualized reports for clients that include justification for extensions.

Sleeping Areas:

- Consultant will ensure that all clients are assigned single beds and proper bedding for the length of their stay.
- Consultant will ensure that the men's area has at least 64 beds while the women's area will have at least 34 beds. The remaining 12 beds may be distributed between the men's area and the women's area, based on client needs.
- Consultant will continue to maintain a flexible sleeping space for transgendered populations, clients dealing with illnesses or other special populations, if available.

Meals:

- Consultant will obtain and provide balanced and nutritious meals and snacks to clients since the shelter location does not have a commercial kitchen on-site.

Hygiene Facilities:

- The hygiene facilities will be provided on-site to all clients. These will include restrooms, shower and laundry facilities.
- The clients should be encouraged to use these facilities as daily resources.
- Consultant will provide toiletries to clients on-site as needed and will ensure that accessible facilities are available on-site.

Transportation:

- As long as Consultant maintains an operable shuttle for clients, the City and County will reimburse Consultant for fuel and maintenance costs for reasonable and necessary transportation. A designated set shuttle schedule is highly encouraged to allow clients/guests to plan appointments accordingly.
- If these options are not available to the clients, Consultant is authorized to use ride-sharing services such as Lyft or Uber with the condition that clients will only receive ride-sharing services to medical or behavioral health appointments. However, the shuttle transportation program should be used as the primary transportation option whenever possible.
- Staff members are prohibited from the use of ride-sharing services such as Lyft or Uber.
- Consultant is expected to encourage clients to utilize various forms of transportation in conjunction with the shelter's shuttle transportation program. Clients may use a personal vehicle to leave or return to the shelter, in accordance with Consultant's Day Leave and Reentry Policy.
- For clients with limited mobility, Consultant is expected to coordinate with Gold Coast Health Plan (Medi-Cal Managed Care Organization) to arrange non-emergency transport to medical appointments.

Security:

- Consultant will implement and follow policies and procedures that promote utmost safety for clients, staff and volunteers and the community.
- Consultant will develop a security plan that will include:
 - o Assuring the safety of clients, staff and volunteers;
 - o Procedures to remove any clients with multiple shelter violations and procedures for screening for sex offenders, registered arsonists and felons with open warrants;
 - o Procedures for screening entrances, performing security searches upon entrance and confiscation of harmful contraband (illegal or prohibited items) such as alcohol and drug paraphernalia;

- o Training staff for around the clock indoor and outdoor coverage to comply with the good neighbor policy; and
 - o Security equipment including alarms, cameras and lighting.
- The other measures that will support security efforts will include no new or interested client walk-ups and no loitering on premises.
- Consultant will develop an exit procedure to protect the safety of shelter guests, staff and neighbors for clients with shelter violations that include criminal activity or violence.
- The staff and volunteers will ensure that exit procedures include escorting individuals off the property and ensuring that all exits from the program are well documented in the Homeless Management Information System (HMIS) and in monthly reports to the City.

Health and Safety:

- Consultant will commit to and understand the importance of maintaining a hygienic, sanitary environment for the well-being of clients, volunteers, and staff.
- Consultant will maintain written, standardized housekeeping procedures, which will be designed for the safety of staff and clients and for the consistent, high standard of housekeeping.
- Consultant will ensure that staff are trained in these procedures, are monitored in the performance of these procedures, and evaluated on an ongoing basis in their effective use of these procedures.
- Consultant should include these procedures in their operating manual which is always available on-site.
- Consultant may contract outside janitorial staff to assist in the maintenance and cleaning of the facility and must prioritize the attention to bathrooms, showers, and eating areas. The kitchen and dining areas must adhere to strict health standards of cleaning. The office spaces will be cleaned weekly or as needed by staff. All shelter spaces will be cleaned using institutional-strength antibacterial products. Consultant operations are limited to the first floor only.
- Consultant will maintain space availability for utilization by County of Ventura Continuum of Care staff, City staff, and/or service providers to allow for case management at any time.

Supportive Services:

- Consultant will ensure that each client is assigned a case manager who will work side-by-side with the client to create a pathway to permanent housing opportunities as well as linkage to employment and/or mainstream benefits programs as appropriate. The case load shall not exceed a 22:1 ratio.
 - Coordinated Entry System Integration:
 - Staff will be trained to complete on-site Vulnerability Assessment Tool (VAT) and navigators will assist clients in obtaining the necessary documentation to move forward in their housing connection process once matched to permanent housing opportunities by the Coordinated Entry System (CES) in the Homeless Management Information System (HMIS).
 - Case Management
 - Consultant will ensure that case management will be available daily or as necessary, by shelter staff or community partners, to clients for the purpose of employment and housing navigation, as well as connection to benefits for substance abuse, physical and mental health care and all other services. Consultant will also maintain case notes in the HMIS database to track the client's progress in the program. Any paper files with client information will be stored in a secure, locked location only accessible to necessary staff.
 - Additional Supportive Services
 - Consultant will tailor services, whether delivered by their staff or community partners, to the needs of specific populations experiencing unsheltered homelessness, such as veterans, domestic violence, sexual assault, and human trafficking survivors, LGBTQ+ population, and transitional-aged youth.
 - Consultant must include services that are aimed at housing stabilization, such as employment and finance, life skills, and legal support. Any partnerships with local agencies and community partners are encouraged to reduce operational costs and improve efficiencies. This includes a Community Supports Provider partnership with Gold Coast Health Plan for CalAIM housing supports. As noted under Health and Safety, office space/conference room shall be made available for utilization by County of Ventura Continuum of Care staff, City staff, and/or service providers to allow for case management at any time.

Overnight Positions and Staff Descriptions

Position	Description
Shelter Program Manager	Responsible for coordinating all day-to-day activities and program services for the Emergency Shelter Program. Provide oversight and direction to Site Leaders, Logistics Coordinators, Shuttle Drivers, Safety Coordinators, Outreach Specialists, and Call Center Specialist, including supervision, support and training and assisting with crisis intervention and case coordinating. Help to coordinate services with on-site service provider partners including managing monthly service schedule.
Senior Site Lead	Oversee site leads and assist in the implementation of shelter activities including logistics and guest intakes to ensure quality, guest focused, and trauma informed delivery of services.
Site Leader	Oversee and assist in the implementation of shelter activities including logistics and guest intakes to ensure quality, guest focused, and trauma informed delivery of services.
Navigation Supervisor	Responsible for providing supervision and oversight to the Navigation Team, including training, case file monitoring, and supporting with challenging client cases.
Navigator	Responsible for completing assessments, assisting clients in accessing CES, assist in gathering the required paperwork for housing placements, and linking clients to services necessary for stabilization and income increases.
Logistics/Shelter Specialist	Responsible for providing supportive services and logistical support to the Emergency Shelter. Assist with shelter setup and maintenance, Conducts routine, daily cleaning and sanitizing of offices, meeting rooms, common workspace areas, bathrooms, kitchen and dining rooms, restrooms, offices, conference rooms, hallways, and checking the light way fixtures. Help to maintain inventory of supplies.
Safety Coordinator	Responsible for conducting check-ins and security screenings for clients upon entry to the shelter. Provide staff presence in the shelter and on shuttles to ensure orderly operations of daily shelter activities. Provide oversight, intervention, and de-escalation as needed to client interactions in the shelter. Interface with clients to address and redirect behavior to follow shelter expectations. Assist with other logistical duties in the shelter as needed and as available. Conduct neighborhood patrols to minimize potential impact on the surrounding community.
Overnight	Responsible for providing supportive services and logistical support to the Emergency Shelter during the overnight shift. Assist with shelter setup and maintenance. Conducts routine, daily cleaning and sanitizing of offices, meeting rooms, common workspace areas
Outreach	Responsible for providing citywide outreach to individuals experiencing homelessness. Provides practical assistance, as well as referral to housing navigation, employment assistance, health navigation, and crisis intervention services.
Driver	Responsible for providing safe transportation for clients on and off the site to designated drop-off and pick-up locations, and for providing transportation to and from the site for clients in the shelter program.
Call Center	Manage guest reservation process. Perform admission requirement screenings. Responsible for data collection and entry of client enrollments and services into HMIS.

Admission Criteria and Procedures:

- Client Rules and Guidelines:

- o Consultant will provide prospective clients with the "shelter rules" and review the rules with them. The prospective client must confirm that they will participate in all aspects of their case management and maintain appropriate behavior while considering other shelter clients. All prospective clients must review and sign a copy of "shelter rules" prior to entry.
 - o Consultant will assist prospective clients who have difficulty reviewing or understanding rules. Furthermore, prospective clients must be willing to participate in creating and working on a housing plan.
- Identification Requirements
 - o A form of official identification is required to verify the client's identity; a client will only be allowed access to shelter services with verification. The case managers will assist clients in obtaining a California ID at no cost to the client.
- Screening Requirements
 - o No person validated on the sex offender registry (Megan's Law) will be allowed access to the shelter property. No felons with open warrants will be allowed access to the shelter property. No individuals identified as registered arsonists will be allowed access to the shelter property.
 - o Consultant will vet all clients admitted into the shelter. If Consultant identifies potential high-risk clients, they will contact the Oxnard Police Department for further screening.
- Bed Reservation
 - o To minimize neighborhood impact, all clients seeking to access the emergency shelter and services will do so through the designated intake and bed reservation hotline or a Coordinated Entry System (CES) referral through a local service provider. The Oxnard Police Department is exempt from this requirement with respect to the 10 beds reserved for their use.
 - o Consultant will be required to manage and update the daily designated system for capturing bed inventory, reservations, and vacancies.
 - o Consultant will be required to update the number of available beds daily in Shelter Point through VC HMIS.

Grievance Procedure:

- Consultant will ensure a proper grievance procedure where clients can file a dispute of an action or inaction to address any Client/staff conflict.

- Consultant shall include a copy of their grievance procedures with their proposal submission.
- Consultant will ensure that grievance policy, procedures and forms are available to clients in a reachable area of the shelter and all grievances should be handled in a timely and respectful manner.
- Consultant will respond within 48 hours of the grievance being filed. Clients have a right to file grievances without fear of retaliation from management or staff.
- The management staff outside the shelter operations will be required to handle all grievances. If off-site management is not available, shelter management can assist in forwarding grievances to the City and County. Copies of grievances will be kept in each client's case file, and a copy may be requested anytime by the client who filed the complaint.
- Consultant will develop guidelines for off-site management to interview all parties necessary and, when appropriate, form a committee to review all documentation and testimony to determine if there has been misconduct or if there is a need to repeal the action.

Good Neighbor Policy:

- Consultant will provide a public inquiry phone number and contact information that will be posted for community stakeholders for inquiries and/or complaints that will be recorded and forwarded to the appropriate staff for prompt investigation and/or response.
- Consultant will be fully committed to an appropriate customer service response and will consider resolving community complaints a high priority.
- Consultant will perform community outreach efforts that will provide opportunities to answer any questions regarding the operations of the shelter including attending monthly Community Intervention Court (CIC) meetings.
- Consultant will also monitor and prevent issues of loitering, unauthorized parking of client vehicles in the neighborhood, abandoned property, shopping carts, and other blight.

Non-Discrimination Policy:

- Consultant will adhere to a policy of non-discrimination, which will be stated in the operating policies and procedures manual. The emergency shelter will not discriminate in the provision of client care based on age, race, color, religion, sex, sexual orientation or gender identity and expression, marital status, geographic, national, or ethnic origin, HIV status, disability, or veteran status.

- Consultant will also commit to fostering an environment that is free of any forms of harassment which include sexual, physical, and emotional, which applies to clients, staff, and volunteers.

Confidentiality Policies:

- Personal Confidentiality
 - To provide the best possible advocacy and service to clients seeking shelter, it is important that each staff member and volunteer holds confidential shared information.
 - Consultant must implement a strict confidentiality policy. Consultant will follow these guidelines in the implementation of their policies:
- Fact of Participation
 - Inquiries regarding the stay of a particular client should not be shared with any outside individuals or organizations. If any inquiry is made and the client is a guest at the shelter, they will be informed of the inquiry, and at their discretion, they will communicate with the person or organization trying to reach them.
- Disclosure to Other Agencies
 - Consent in written form must be filed in the client's HMIS profile for Consultant to release any information to outside or partner agencies. Agencies with authorized HMIS access may obtain client information with the Release of Information (ROI) on file and will not disclose any information to any agencies that do not have authorized HMIS access.
- Information to the Client
 - In some situations, it may be required by law to disclose to the client information contained in the client's record and should be limited to that included in the formal case record. The formal case record should--contain factual information, not counselor notes and observations. Information provided by other agencies should not be shared.
- Law -Enforcement Agencies
 - All requests for information regarding clients originating from law enforcement agencies should be referred to Mercy House acting in the legal department/services. Before any action is taken on any legal request, Consultant management or staff should contact their legal

department/services to be advised on the boundaries of sharing information with law enforcement personnel.

- Written Consent
 - If there is any doubt as to whether client information should be disclosed, the client's consent should be first obtained, except as otherwise required by law. The client's consent must be in writing on a Release of Information (ROI) form.
 - Consultant shall provide a copy of their ROI form. It should identify the information to be disclosed, the person or agency to whom it will be disclosed, the purpose of the disclosure, and the period of time during which authorization is granted.
- Abuse Reporting
 - Consultant will comply with all state and municipal laws requiring reporting to governmental agencies of instances of child abuse, domestic violence, and elder abuse.
 - Consultant will report any suspicion or evidence of child or adult abuse according to the law's requirements.
 - All Consultant staff will be considered mandatory reporters.
 - Consultant will train staff to submit incident reports that should be submitted to designated management staff as needed.
 - Consultant shall provide a sample of their incident reports.
 - Consultant will also train all staff to spot signs of abuse, document and report it properly.
- Harm to Self or Others
 - If a client at the shelter shares with a staff person a viable threat to harm self or another, the terms of confidentiality can be revoked, as in the case of suicidal or homicidal admittance.
- Database Confidentiality Policies
 - Only licensed and trained staff will be authorized to access the HMIS database. Each staff person will have a separate password for entry.
 - Consultant must have a confidentiality agreement signed with HMIS.
 - Consultant will only use computers that are authorized and HMIS- compliant. No person without a username and password set up by the service provider should have access to staff-only computers.

- Exceptions to Confidentiality Policies
 - Consultant will inform clients that when the law requires management to disclose client-related information, such as to prevent danger to self or others, or to report child and elderly/vulnerable adult abuse, staff will do so.

Staff Hiring and Training:

- Consultant must be an Equal Opportunity Employer. A copy of its applicable Equal Opportunity and Affirmative Action Policy will be available in the Employee Handbook.
- Consultant will approve all staff positions and commit to properly vetting new hires.
- Consultant will use best practices to ensure that staff capacity to operate the shelter will be adequate to provide minimal interruptions in service.
- Consultant will actively recruit necessary staff through various employment networking sites and is highly encouraged to recruit through outreach events.
- Consultant will also have to conduct thorough background checks and it will be required that all candidates be screened for active warrants, violent felony convictions, sexual offenses which require registration, and legal ability to work. The potential candidates will also be screened for tuberculosis and training for mandated reporting policies. The potential candidates will be required to complete these requirements before they will be able to begin working directly with clients.
- Consultant will ensure that upon hire, the new employee will sign an employment agreement form and be provided with a job description information sheet for their records. An onboarding orientation program will be led by Consultant. The training should place heavy emphasis on appropriate conduct between staff and clients; staff will be expected to adhere to these practices when interacting with clients.
- Consultant will also provide training on evacuation in fire, earthquake, and chemical spill evacuation procedures when hired and will be required to retrain annually. Consultant will be required to practice evacuation protocols and evacuation maps will be posted throughout the facility.
- All staff will be trained in First Aid and CPR procedures annually.

Financial Policies:

- Funding Sources and Development Strategies

- o Consultant will provide a detailed budget, and document how additional funds, as necessary, will be raised to satisfy any funding shortfall.
 - o The financial plan will include all costs of services, hiring, management of facilities, maintenance, and subcontracting.
 - o Consultant will also demonstrate the ability to mitigate the cost and include a diverse funding stream outside the City and County funds, including private donations, foundation support, and in-kind donations. Additional sources of funding can consist of both current and prospective available revenues. These funding sources must be reported to the City upon award to determine if the funds will offset overall shelter costs for the City and County.
- Reporting and Billing Standards
 - o Consultant's accounting department or accounting subcontractor will submit a monthly financial spending report on applicable expenditures along with a billing statement to the City by the 15th of every month for the duration of the contract.
 - o The financial reports should include itemized lines of expenses that include all services provided and staff costs. All payments to the Consultant will be reimbursed after all deliverables have been received.
 - o Consultant will apply best practices to ensure that expenditure will not exceed the amount allocated for this contract extension.

Performance-Based Outcomes Specific to Payment Structure:

- Performance Goals and Metrics
 - o Consultant agrees to operate the shelter in alignment with the following performance goals:
 - Exits to Positive Destinations: facilitate exits to permanent housing or other positive destinations for at least 30% of clients;
 - Housing Plans: Housing Plans will be developed for each shelter resident within 30 days of entering shelter, for those who stay at least 30 days;
 - Length of Stay: ensure an average length of stay 180 days or less for non-Permanent Supportive Housing (PSH) eligible clients who entered into the shelter on or after July 1, 2025;
 - Occupancy Rate: maintain a minimum shelter occupancy

- rate of 90%. Shelter operator shall not be held responsible if the Shelter occupancy rate falls below 90% as a result of vacancies in Shelter beds dedicated for use by the Ventura County Sheriff's Office; and
 - Coordinated Entry System (CES): Clients will be entered into CES within one week of entering the shelter, for those who stay at least one week.
- Payment Incentives
 - The payments under this Agreement shall be adjusted based on the Consultant's achievement of the goals as follows:
 - Full Payment (100%): Consultant will receive 100% of contracted payment upon achieving four of the five goals listed Performance Goals and Metrics.
 - Reduced Payment (95%): If the Consultant does not meet at least four of the five goals, the City shall pay 95% of the contracted amount.
- Monitoring and Reporting
 - Consultant shall provide monthly Homeless Management Information System (HMIS) reports documenting their progress towards Performance Goals and Metrics and include the following metrics:
 - Average length of stay for clients;
 - Monthly average occupancy limit;
 - Percentage of clients enrolled in CES;
 - Percentage of clients with completed Housing Plans; and
 - Percentage of clients exiting to permanent housing or other positive destinations.
- Evaluation Period
 - City shall evaluate Consultant's monthly reports and supporting documentation on a monthly basis to ensure that Consultant is meeting the Performance Goals and Metrics. No monthly invoice shall be paid by City until City has received and reviewed Consultant's Performance Goals and Metrics report for the month and determined whether City shall render Full Payment or Reduced Payment, as specified in Payment Incentives clause.
- Force Majeure and Extraordinary Circumstances

- o If the Consultant's ability to meet the Performance Goals and Metrics are impacted by extraordinary circumstances beyond its control (e.g., natural disasters, changes in client demographics, policy changes), City and Consultant will meet to determine reasonable adjustments to the Performance Goals and Metrics or payment structure.

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT City of Oxnard and Mercy House Living Centers

SCHEDULE OF COMPENSATION

Not to Exceed (NTE) Amounts and Contingency Budget

Budget Narrative: Operating costs for FY 2025-2026 will be financed by a combination of PLHA grant funding, County funds, and General Fund.

Not to Exceed (NTE) Amounts:

The total NTE amount for the project shall be \$3,334,407.75, provided that the shelter moves to its permanent location no later than September 30, 2025.

Contingency Budget:

The NTE amount shall be \$3,355,407.75. This includes a \$21,000.00 contingency for costs related to an unforeseen construction delay.

Budgeted Line Items: The budget consists of the following elements:

Budget Category	Authorized Budget
Shelter Staff	\$1,939,372.50
Client Meals	\$ 535,000.00
Security Guards	\$ 154,760.00
Shelter Supplies	\$ 110,000.00
FF&E Expenses (to be provided in advance in July 2025)	\$ 70,000.00
Utilities/Disposal	\$ 60,000.00

Rentals (showers/laundry/toilet) to be provided in advance in July 2025	\$ 63,000.00
Shuttle Fuel and Maintenance	\$ 40,000.00
Shelter Maintenance	\$ 25,200.00
Animals/Veterinary	\$ 12,000.00
Insurance	\$ 10,000.00
Client Services – Barrier Fund	\$ 10,000.00
Replacement Reserves	\$ 5,000.00
IT and Communication	\$ 5,000.00
Volunteer Expenses	\$ 1,000.00
Admin – Indirect Costs	\$294,075.25
Total	\$3,334,407.75
Construction Delay Contingency	\$21,000
Total Not to Exceed	\$3,355,407.75

Terms of Payment:

Operations Budget	\$3,201,407.75
\$70,000 FF&E and \$63,000 Trailer Costs	\$133,000.00
Contingency (Unforeseen Construction Delay)	\$21,000.00
Not-to exceed shelter operations total	\$3,355,407.75
Operations Budget (exclusive of \$70,000 FF&E and \$63,000 Trailer Costs)	\$3,201,407.75
Advance @ 23.75%	\$760,334.34
Balance	\$2,441,073.41
**Not-to exceed, Monthly invoices based on Operations Budget/12. Except for June 2026, invoice will be \$266,783.97	\$266,783.98
Monthly invoices will include a Monthly fixed credit for the City's share of invoice (to repay advance) based on Advance/12. Except for June 2026, credit will be \$63,361.25	\$63,361.19

**Consultant will provide backup each month prior to receiving payment for monthly invoices, including documentation of actual expenses and monthly Performance Goals and Metrics data. If at least four of the five goals are not met, City shall pay 95% of the invoice amount. If actual expenses are less than the monthly not-to-exceed total, Consultant shall invoice in the amount totaling actual expenses. In no circumstance will the City pay more than the total documented actual monthly expenses. Regardless of invoice total, fixed monthly credit must be applied to the City's share of cost.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT City of Oxnard and Mercy House Living Centers

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant 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.

Oxnard Navigation Center Operating Agreement with Mercy House for Fiscal Year 2025-2026

Brenda Lopez, Interim Housing Director
Community Services, Public Safety, and
Housing & Development Committee
June 10, 2025

Background

1. Since January 2019, the City of Oxnard has operated a 110-bed, twenty-four hours a day shelter, which provides a safe place to sleep, shelter from the elements, meals, sanitation, and case management services for individuals experiencing homelessness at the former National Guard Armory (351 S. K Street)
2. After being operated directly by Housing Department staff for five months, in June of 2019 the City of Oxnard, in a joint effort with the County of Ventura and City of Ventura, procured the non-profit Mercy House to manage the shelter and navigation center operations
3. The City Council has approved annual operations agreements with Mercy House since July 2019. The current agreement will expire on June 30, 2025
4. On March 30, 2021, the City Council approved a Disposition and Development Agreement related to the development of Casa de Carmen, which includes 56 permanent supportive housing units and a 110-bed overnight homeless shelter and navigation center.
5. Casa de Carmen is expected to open by September 30, 2025, at which time the shelter operations will transition from K Street to Casa de Carmen.

Discussion - Mercy House Scope of Services

Mercy House has performed well in its duty to serve the homeless population in Oxnard.

The scope of services generally includes:

1. Providing a safe, secure, and dignified space in which the basic needs are met for vulnerable individuals experiencing unsheltered homelessness and stabilization and transitioning to permanent housing are priorities.
2. Access to daily meals, hygiene facilities and transportation services.

To ensure consistency with the City of Ventura, who also contract with Mercy House for shelter operations, and the best outcomes for shelter clients, the proposed agreement includes performance measures and incentives for pay.

Discussion

1. For FY 25-26, the not-to-exceed total for the annual operating agreement is \$3,355,407.75
 - This total represents a significant cost savings from the \$4,066,990 not-to-exceed budget for shelter operations for fiscal year 2024-25 approved by the City Council on June 27, 2024.
2. The operating cost for FY 25-26 will be financed under a cost-share agreement with the County of Ventura (A-8462)
 - An amendment to the cost-share agreement (A-8462) is set to be brought to the Ventura County Board of Supervisors for approval in June 2025 and before the City of Oxnard's Council on June 17, 2025.

Discussion - Cost Sharing for Mercy Agreement

As described below, the County's cost-share for FY 25-26 is \$1,635,703.87 and the City's cost-share for FY 25-26 is \$1,719,703.88

Cost	Description	Funding Source
\$1,600,703.88	Mercy Operation Costs	City General Fund and Permanent Local Housing Allocation (PLHA)
\$1,600,703.87	Mercy Operation Costs	County
\$70,000	Furniture, Fixtures, and Equipment (FF&E) expenses for Casa de Carmen	Split 50/50 between City and County
\$63,000	K Street "temporary costs" - outdoor restroom, laundry, and shower trailer facilities	City General Fund and PLHA
\$21,000	Construction delay contingency	City General Fund
\$3,355,407.75	Total Amount	

Financial Impact

The not-to-exceed cost of the Agreement for Fiscal Year 2025-2026 is \$3,355,407.75. This amount will be funded as follows:

- Fiscal Year 2025-2026 City Proposed Budget to include \$1,677,703.88 obligation from the General Fund (101)
- Existing available City funding of \$42,000 in State Housing Grant Fund (220) Permanent Local Housing Allocation (PLHA), which was previously approved on July 30, 2024 for Navigation Center Operations.
- County of Ventura anticipated funding of \$1,635,703.87 per A-8462.

Recommendations

That the Community Services, Public Safety, and Housing & Development Committee recommends that the City Council:

Approve and authorize the Mayor to execute a one-year agreement with Mercy House for the provision of shelter and navigation center operations in Fiscal Year 2025-2026, in the amount not-to-exceed \$3,355,407.75.



End of Presentation



COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: June 10, 2025

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Agreement to prepare a Transit-Oriented Development/High Quality Transit Corridor Specific Plan. (10 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council approve and authorize the Mayor to execute an agreement (Agreement No. 32500483) with Gruen Associates, for a period of up to 2 years, for an amount not to exceed \$1,075,609 for the preparation of a Transit-Oriented Development/High Quality Transit Corridor (TOD/HQTC) Specific Plan and associated tasks.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/iwYDa2vC8TU>

BACKGROUND

EXECUTIVE SUMMARY

The City applied for and was granted \$1,075,807 from the Southern California Association of Governments (SCAG) to establish a TOD/HQTC Specific Plan in areas of the City to be determined through the grant.

The City's goal in applying for and securing this grant is to create a Specific Plan with Housing Incentive Area Tiers that accelerates infill development, and establishes graduated density and graduated mixed-income affordable housing requirements for each housing tier. The project is being undertaken in order to implement the City's 2021-2029 Housing Element ("Housing Element") Programs 31 (Oxnard Blvd. Corridor, HQTC Sites Selection and Analysis) and 19 to improve livability and accommodate more housing regardless of income level.

Gruen Associates (Gruen) was selected as the most qualified firm to perform the work due to their overall experience, application on similar projects, responsiveness to address local solutions and approaches, competitive timeline, and budget.

Attachment 1, Exhibit A (Work Task Summary) clarifies anticipated timeframes when actions will occur. However, due to the delays with SCAG confirming the availability of funding and providing the Memorandum of Understanding (MOU) for the City's execution, the City is concerned that the SCAG deadline of June 30, 2026 is not realistic. Therefore, if HCD and SCAG do not extend the grant to June 30, 2027, the City will have to terminate its contract with Gruen for convenience, which is permissible under the Agreement, and terminate the MOU with SCAG.

BACKGROUND

In July 2023, the City Council authorized the City Manager to apply for the SCAG, Regional Early Action Planning Grant, known as REAP 2.0, to Promote Housing Infill on Public and Private Lands (HIPP), to be used for the development of a TOD/HQTC program. The SCAG REAP 2.0 program seeks to accelerate progress towards state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities. The REAP Program is intended to support actions at the programmatic level to increase and create greater capacity for housing along corridors and transit stops, reduce per capita vehicle miles traveled, increase housing supply at all affordability levels, affirmatively furthering fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals.

In October 2023, SCAG announced that the City would be awarded a REAP 2.0 grant for \$1,075,807 to establish a TOD/HQTC Specific Plan with Housing Incentive Area Tiers for accelerated infill development near SCAG's identified 2045 HQTC.

In January 2024, SCAG notified the City that the award was placed on hold due to potential cuts to housing programs in the Governor's draft 2024-25 budget.

In August 2024, SCAG restarted the REAP 2.0 program and confirmed funding for the TOD/HQTC Specific Plan. Due to lost time, in October 2024 HCD authorized a grant extension to June 30, 2026 (rather than December 31, 2025) to complete the project. With this extension grantees would have an additional 6 months past the original contract termination date to secure project approval.

In December 2024, SCAG approved the City's project Scope of Work and the City issued a Request for Proposals (RFP) for preparation of a TOD/HQTC Specific Plan and associated tasks, including analysis, public outreach and preparation of the environmental document.

On March 20, 2025, SCAG signed the MOU with the City. SCAG clarified in correspondence regarding the MOU that all project funds must be expended by June 30, 2026, and grantees can obtain final adoption of the deliverable(s) by November 30, 2026.

On April 4, 2025, SCAG staff issued a correction on their understanding of deadlines and announced that all parts of the project, including City Council approval, were required to be completed by June 30, 2026. This deadline would require the City to condense the Specific Plan process to fully execute the project within one-year; City staff deemed that this timeframe essentially rendered the project infeasible. SCAG staff informed the City that they had requested that HCD allow a one year extension; in effect, that City Council approval be allowed to be accomplished by June 30, 2027. The feasibility of this extension will not be known by SCAG until June or July 2025.

The agreement with Gruen is being requested for approval now due to the timeframe established to accomplish the grant scope of work. With the City Council being dark in August, and in the event SCAG approves the extension sooner, the City will be poised to initiate the work.

ANALYSIS

The RFP was posted on multiple online platforms, including the City's website. The City received six (6) proposals.

Based upon staff's evaluation and analysis, Gruen was selected as the most qualified firm to perform the work due to their overall experience, responsiveness to address local solutions and approaches, competitive timeline, and budget. The Scope of Work is provided within Attachment 1, Exhibit A.

The Scope of Work advances programs within the Housing Element, is in alignment with the City's Climate

Action and Adaptation Plan (CAAP), facilitates development, and will make the City more competitive for future grants. Specifically the Scope of Work:

- implements Housing Element Program 31, which recommends developing a corridor Specific Plan or inclusionary zoning overlay that adds incentives and targeted zoning at suitable strategic areas.
- implements Housing Element Program 1, which seeks to Affirmatively Further Fair Housing by improving livability and accommodating more housing regardless of income level.
- advances the City's CAAP with the goal of locating development within close walking distance of transit services, particularly high-density housing developments and regional employment centers.
- ensures compliance with the 2021 California Comeback Plan which established the REAP 2.0 fund to confront the statewide housing affordability crisis, integrating housing and climate goals and allow for broader planning and implementation investments to facilitate housing supply, choice, and affordability.
- ensures the project implements SCAG's Connect SoCal Plan by supporting integrated and transformative planning and implementation activities that realize the region's mobility, land use, housing, and environmental goals.

As outlined in Attachment 1, Exhibit A the Scope of Work includes substantial community engagement, meetings with development interests and other Oxnard stakeholders, as well as charrettes, and engagement efforts which will occur with multi-language interpretation and translation.

The Scope of Work reflects a 2-year timeframe (June 2025 to June 30, 2027) for completion and adoption of the Specific Plan and all associated tasks. As mentioned earlier, SCAG has not confirmed HCD authorization for a one-year extension to allow for completion of the project. If HCD and SCAG do not extend the grant to June 30, 2027, the City will terminate both its contract with Gruen and the MOU with SCAG.

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

This contract will be entirely grant funded from existing project budget available in the State and Local Grant Fund (210). Should HCD not authorize SCAG to grant a one-year extension, this funding will be reduced and the City will terminate both its contract with Gruen and the MOU with SCAG.

For Finance Use Only: State and Local Grant Fund (Org. 2104104 Obj. 53200), Project G2516

Prepared by: Kathleen Mallory, Planning & Sustainability Manager

ATTACHMENTS

1. Gruen Professional Service Agreement, Scope of Work/Exhibit A
2. Presentation

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND GRUEN ASSOCIATES**

By This Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Gruen Associates ("Consultant"), and Consultant 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 Consultant may be individually referred to as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the City issued a Request for Proposals (RFP), for Project seeking Professional Services for the preparation of a Specific Plan for Transit-Oriented Development (TOD) High Quality Transit Corridor (HQTC) and the RFP notified proposers that the project was subject to grant funding and included the terms and conditions of the specific grant; and

WHEREAS, the City applied for and was awarded a State grant entitled the Southern California Association of Governments (SCAG) Regional Early Action Planning Grant Program of 2021 (REAP 2.0) on March 24, 2025.

WHEREAS, Consultant submitted a proposal dated February 18, 2025 (the "Proposal") in response to the RFP which the City has reviewed and evaluated in accordance with the standards set forth in the RFP, and Consultant acknowledged the project was subject to grant funding; and

WHEREAS, the City desires at this time to implement the project; and

WHEREAS, Consultant represents that it is fully qualified and licensed to perform the consulting and/or professional Services required for performance under this Agreement by virtue of its experience and the training, education, and expertise of its principals and its employees; and

WHEREAS, in light of the facts set forth above, the City desires to retain Consultant to provide Professional Services for the City's Transit-Oriented Development/High Quality Transit Corridor (TOD/HQTC) Specific Plan Project on an independent contractor basis in accordance with the terms and provisions set forth in this Agreement.

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

1. The Recitals set forth above are true and correct and together with any definitions set forth therein are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

2. SUMMARY DESCRIPTION OF SERVICES.

Professional Services agreement for the preparation of a Specific Plan for a Transit-Oriented Development/High Quality Transit Corridor (TOD/HQTC) at approximately four (4) City Committee/Council approved areas.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Gruen Associates, a California partnership of the State of California, located at 6330 San Vicente Boulevard, Suite 200, Los Angeles, CA 90048.

4. TERM OF AGREEMENT: From June 4, 2025 To June 30, 2027

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (1) consecutive (1) one-year term extension, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend. The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$1,075,609.00

6. **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-A
Exhibit D: State Funding/Memorandum of Understanding
Exhibit E: Living Wage Policy
Exhibit F: Iran Contracting Certification

- 7. 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, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative Name Kathleen Mallory Title Planning & Sustainability Manager Phone 805-385-8370 Email Kathleen.mallory@oxnard.org Address 214 South C St., Oxnard, CA 93030	Consultant Designated Representative Name Vinayak Bharne Title Project Manager Phone 323-937-4270 x282 Email bharne@gruenassociates.com Address 6330 San Vicente Blvd., #200, Los Angeles, CA 90048
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- 8. CONTRACTUAL PREREQUISITES.** This Agreement must first be executed by the Consultant, 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.
- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.
 - B. 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.
 - C. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
 - D. Consultant 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.

9. CONSULTANT'S SERVICES.

- A. Consultant 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 13 of this Agreement.

- B. 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. Consultant 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.

10.COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." City shall pay Consultant an amount not to exceed the amount is listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

11.PAYMENT and 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 Consultant 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.

- A. Payment Request. Consultant 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: ComDevAP@oxnard.org.
- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant 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 Consultant 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 Consultant and its employees, agents and subcontracted Consultants.
- C. Consultant 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 Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax.

D. **Non-Appropriation of Funds.** Payments to be made to Consultant 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.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this 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 4(B), then this Agreement shall not be extended.**

13. 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. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services.

14. 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 22 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 Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. STATE GRANT FUNDING REQUIREMENTS. The Request for Proposal for this Agreement included a Section that placed Consultant on Notice that the Agreement and associated Scope of Work is being funded in whole or in part with state assistance under the Southern California Association of Governments (SCAG) Regional Early Action Planning Grants Program of 2021 (REAP 2.0) administered by the California Department of Housing and Community Development in accordance with Health and Safety Code sections 50515.06 to 50515.10 (Statutes) and REAP 2.0 guidelines for Metropolitan Planning Organization (MPO) applicants released by HCD pursuant to the Statutes (REAP 2.0 Guidelines). The Memorandum of Understanding between SCAG, the federally designated MPO for Southern California, and the City is attached hereto [in its entirety] as Exhibit D and

incorporated herein by this reference. Consultant shall comply with all requirements and provisions of Exhibit D.

16. INDEPENDENT CONTRACTOR. Consultant 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 Consultant or any of its employees, except as stated in this Agreement. Consultant 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 Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, 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. Consultant and its employees are not employees of City. Consultant 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. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, 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.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant 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 Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of

Consultant's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager").

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. 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 Consultant 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.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.

- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. 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.
- D. 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. Consultant 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 Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant 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 Consultant by the City or other information to which the Consultant 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.

21. 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 22.

22. NOTICE. 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 7. 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.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification

provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24.INSURANCE. Consultant 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 Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant 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 Consultant is a material element of this Agreement. Consultant'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, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit E" to this Agreement, Consultant 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 Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26.[INTENTIONALLY OMITTED]

27.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 G.

28.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.

29.CONFLICT OF INTEREST. Consultant 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 Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant 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 Consultant may result in termination of this Agreement by the City.

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 Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant 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.ASSIGNMENT. This Agreement is for the professional Services of Consultant. Any attempt by Consultant 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. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

33.CARE OF WORK. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

34.REPORTS. Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35.AUDIT. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant 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 Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant 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. Consultant 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. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant

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.

36.ADVERTISING AND PUBLICITY. Consultant 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.

37.NONDISCRIMINATORY EMPLOYMENT. Consultant 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. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38.COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39.WAIVER. City's review or acceptance of, or payment for, work product prepared by Consultant 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 Consultant'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.

40.FORCE MAJEURE. Neither the Consultant 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.

41.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.

42.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.

43. 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.

44. 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.

45. AUTHORITY TO EXECUTE. Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. 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.

47. 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 and 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.

48. CAPTIONS AND HEADINGS. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49.ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

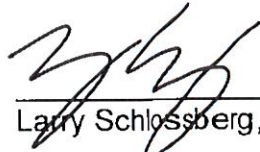
[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

GRUEN ASSOCIATES

☐ Luis Mc Arthur, Mayor¹ _____ Date _____
☐ Jennifer Yates, Purchasing Manager² _____

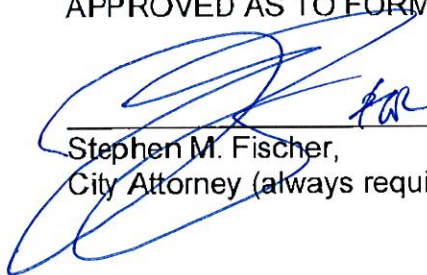
 _____ 5/5/25
Larry Schlossberg, Partner Date

3 Date

ATTEST:

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

APPROVED AS TO FORM:

 _____ 5/6/25
Stephen M. Fischer, Date
City Attorney (always required)

¹ The City Council must authorize and the Mayor must execute any agreement over \$220,000.

² The Purchasing Agent may execute any authorized agreement up to \$220,000.

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

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Gruen Associates)

SCOPE OF SERVICES

PROJECT MANAGER: Kathleen Mallory /805-385-8370/Kathleen.mallory@oxnard.org and Heather Davis/805-214-8352/hdavis@rinconconsultants.com

I. SCOPE OF THE PROJECT

1. **Conduct a technical assessment of the areas around the High Quality Transit Corridor (HQTC)** – For up to four select areas along the HQTC, Consultant will review the existing City infrastructure information and studies on water, sewer, stormwater, wastewater, and parking; any applicable studies from the Gold Coast Transit District (GCTD); and the SCAG Metrolink Area Station Analysis. Based on the studies, Consultant will evaluate the four areas for infrastructure gaps and transit needs, as well as development suitability.
2. **Create a Transit Oriented Development (TOD)/HQTC Specific Plan in (approximately) four approved areas** – While the boundaries of the Specific Plan are yet to be determined, this effort intends to integrate housing, land use, and transportation in up to four select areas along the Oxnard HQTC. The goal of the Plan will be to exceed (where feasible) the established City-approved base density and create Housing Incentive Area Tiers. Consultant will establish graduated mixed-income affordable housing requirements for each tier based on the distance of the areas to the SCAG identified 2045 HQTC in Oxnard – with consideration for the GCTD Plans for transit. It is Consultant's assumption that the four selected areas will be limited to the first layer of parcels or parcel assemblies facing the transit corridor.
3. **Generate incentives and strategies to incentivize and accelerate living near transit** – This will include right-sizing parking strategies, while considering existing State laws and allowances. It will include working with the GCTD to identify programs and incentives that would encourage residents to take transit. It will also include incentives for the City to encourage addressing community deficiencies by area.
4. **Coordinate the Specific Plan with previously prepared Plans and Studies** - The Specific Plan will address climate needs and implement programs identified in the City's Climate Action and Adaptation Plan (CAAP - 2022), and implement recommendations identified in the City's Sustainable Transportation Plan (STP - 2022). It will consider previously prepared infrastructure capacity studies as well as the requirements within the City's current Inclusionary Housing Ordinance (Ordinance 2980), or an alternative Inclusionary Housing Ordinance.
5. **Create a land use strategy for increasing housing capacity in areas along the HQTC** – The goal is to increase density and ridership along the corridor, which can ultimately lead to increased transit service frequency.

Relationship to Recent Studies

Consultant's initial review of previous Plans and Studies for areas along the HQTC, coupled with Consultant's recent visit to the site has offered the following insights:

Community Patterns & Aspirations - Research and outreach done during the process of preparing the City STP and 2021 Parks & Recreation Master Plan has highlighted numerous important community aspirations directly relevant to this project, including:

- a) The Five Points Northeast neighborhood, which includes the Oxnard Transit Center, has the highest percentage of workers that walk, bike or take transit to work;
- b) Along 5th Street and Oxnard Boulevard, there is desire for carshare as well as enhanced connections;
- c) There is desire for protected bike lanes, shade trees, more bike parking, bus shelters, the introduction of slower speed limits, and car charging stations.

Sustainable Transportation Plan Priority Locations - Per the City's STP, "residential development will be encouraged at sufficient densities to provide feasibility for transit services and private redevelopment. Both horizontal and vertical mixed-use development is encouraged. Existing affordable housing and designated historic structures would remain with possible adaptive reuse."

The STP has identified a number of Priority Locations towards this vision (see STP, Chapter 6, pages 186-271). The following locations are along or adjacent to the HQTC:

- a) Oxnard Boulevard, from Gonzales Road to Vineyard Avenue & Vineyard Avenue, from Oxnard Boulevard to Riverpark Boulevard
- b) C Street, from Channel Islands Boulevard to Citrus Grove Lane
- c) 5th Street, from C Street to Del Norte Boulevard & Del Norte Boulevard, from 5th Street to US-101
- d) Wooley Road, from Victoria Avenue to C Street

Assessing the High Quality Transit Corridor – Consultant's initial assessment of the HQTC has led to the following observations:

- a) The HQTC, as laid out in Connect SoCal 2024, is along a variety of streets (primarily C Street and Saviers Road), stretching from the northern to the southern boundaries of the City of Oxnard;
- b) The HQTC has an interspersed fabric of single-family neighborhoods, commercial areas, and public/institutional uses;
- c) Consultant's initial assessments lead Consultant to believe that the potential areas for new development are the non-single-family areas.

II. PROJECT APPROACH & SCHEDULE

Consultant Work: 24 months beginning June 27, 2025 or when the grant is extended by SCAG and a Notice to Proceed has been issued by the City for work to proceed through June 30, 2027

Consultant Approach outlined below is based on the following assumptions:

1. The City intends to have the adoption of the Specific Plan and the Environmental Document completed within a 24-month timeframe;
2. The boundaries of the Specific Plan are yet to be determined;
3. Within the 24-month consultant work schedule, Consultant will create a Mitigated Negative Declaration (MND) or addendum to an existing EIR, heavily supplemented by already-existing studies such as the 2030 General Plan EIR, the MND for the 2021-2029 Housing Element, and the Connect SoCal Regional Transportation Plan Program EIR;

4. Within the 24-month consultant work schedule, City staff will need interim periods for review and feedback, and City review periods are expected to be no longer than 2 weeks;
5. A 30-day period is anticipated for Public Review of the Draft Specific Plan and Environmental Document;
6. There may be unforeseen delays in decisions related to the completion of the Environmental Document;
7. An approximately 45-60-day time window will be needed to set up all required Adoption Hearings.

III. WORK PLAN

Note: Tasks are not listed in chronological order. Project management (Task 1), community outreach (Task 2) and technical work (Task 3) will occur throughout the project timeline. Additionally, some subtasks may occur out of the order listed. For example, Subtasks 3.1.A (Data Collection & Analysis), 3.2 (Boundary Formation/Mapping), and 3.5 (City Council Committee Meeting) shall conclude prior to initiating other Task 3 Subtasks.

TASK 1: PROJECT MANAGEMENT AND COORDINATION

Subtask 1.1: Project Kick-off Meeting

Consultant will begin the process with a virtual kick-off meeting with the Project Management Team (PMT) to understand the project's key goals and objectives. The PMT will consist of the SCAG Project Manager and Deputy Project Manager, the City of Oxnard Project Manager, and other relevant City staff to review project vision and goals and confirm the direction of the technical approach and engagement efforts. In this meeting, Consultant will discuss overall project approach and the Draft Project Management Plan (PMP). Topics may include:

- a) The City's goals and objectives for the project
- b) Project scope of work, schedule and budget
- c) Understanding of the Specific Plan process
- d) Other planning and/or development projects that may be relevant to this project
- e) Community engagement approach
- f) Data collection request (Task 1.6)
- g) Roles and responsibilities and communication protocols
- h) Establishment of schedule for biweekly meetings

Following the kick-off meeting, Consultant will finalize the PMP (Subtask 1.2). Concurrently, Consultant's outreach subconsultant, Kearns & West, will begin drafting the Outreach Plan (Subtask 2.1).

Consultant will submit the kickoff meeting agenda to meeting attendees at least two (2) business days in advance to allow time to review and revise the agenda. Consultant will provide meeting notes within two (2) business days after the kickoff meeting to meeting attendees to ensure that next steps are documented. Consultant will provide the PMT with presentation materials and any handouts ahead of the kickoff meeting.

Subtask 1.1 Deliverables

- 1.1.1. Project kick-off meeting agendas
- 1.1.2. Project kick-off meeting notes and list of attendees
- 1.1.3. Project kick-off materials (e.g., presentation)

Subtask 1.2: Project Management Plan and Schedule

Consultant will prepare a PMP, which will include:

- a) Contact information for the PMT
- b) Refined scope of work with deliverables

- c) Updated schedule and budget
- d) Invoicing and reporting procedures
- e) Document control and quality control procedures

The PMP will include safeguards for early identification of issues and their effective resolution. Upon approval by SCAG and the City, the PMP will be the document guiding the progression on the overall effort. Consultant will notify the PMT as swiftly as possible about any potentially necessary updates to the PMP. Any proposed changes to the overall PMP must be approved by the PMT. Consultant will deliver the Draft PMP prior to the Kickoff Meeting (Task 1.1).

The project schedule will describe all work tasks, subtasks, start dates, activity durations, product submittal dates, key project milestones, and relationships among work tasks, including critical path items. Each task and subtask deliverable will be provided to the PMT as it is completed, per the project schedule. The project schedule will include a 10-business-day review period for all deliverables, with a consolidated set of comments, edits, suggestions, and questions submitted by the PMT to the Consultant Team. Edits will be incorporated into a revised deliverable as indicated on the project schedule. The schedule may be adjusted by Consultant in consultation with – and with approval from – the PMT.

Subtask 1.2 Deliverables

1.2.1. PMP - (Draft and Final)

1.2.2. Project Schedule

Subtask 1.3: Project Management Meetings

Consultant will also set up a bi-weekly meeting schedule between City staff and the prime subconsultants for the entire duration of the 24-month project, which shall begin June 27, 2025 or when the contract is extended by SCAG and a Notice to Proceed has been issued by the City to proceed. Meeting agendas will be provided via email at least two (2) business days in advance of each meeting, and presentation materials (as needed) will be provided electronically at least 24 business hours before each meeting. Meeting notes, including itemized action items, will be provided to the City project manager within 48 business hours after each meeting.

In addition to the biweekly meetings, Consultant will be readily available for additional check-in meetings via phone, up to a cumulative total of 12 hours.

Subtask 1.3 Deliverables

1.3.1. Meeting agendas for biweekly meetings with City staff

1.3.2. Meeting notes with list of attendees

1.3.3. Meeting materials, including presentations or any handouts

1.3.4. Documentation of additional check-ins (up to 12 hours)

Subtask 1.4: Monthly Invoicing and Reporting

Consultant will prepare monthly invoices and reports in accordance with SCAG invoicing and reporting methodologies and City-approved contract protocol, as established in the PMP. Each report will follow a format approved by the SCAG Project Manager and City. Consultant will track and report critical path activities and milestones and prepare and submit monthly progress reports to SCAG and the City. Monthly progress reports will detail the work performed by task and deliverables completed during the previous month, identify any issues encountered, and provide proposed solution(s) to address said concerns.

Each monthly progress report will at a minimum include:

- a) Summary
- b) Progress narrative
- c) Description of tasks completed
- d) List of deliverable items completed
- e) Project schedule describing the percentage completed of each task/deliverable/milestone

- f) Summary of costs incurred per task/milestone with info on remaining funding by task
- g) Schedule and schedule tracking narrative
- h) Management issues
- i) Needed corrective actions
- j) Statement of resolution of problems
- k) 30-day look ahead

Subtask Task 1.4 Deliverables

1.4.1. Monthly invoices

1.4.2. Monthly progress reports

Subtask 1.5: Project Close-Out Files

At the end of the project, Consultant will document and assemble all project deliverables and provide them to SCAG and the City in accordance with SCAG's project close out procedures. Consultant will document all project deliverables and deliver them in an electronic format at the end of the project, along with an Excel file documenting location and completion of deliverables. Each task will have its own folder with subfolders for each deliverable. There will be a meeting folder including agendas, notes, and other relevant materials from all meetings held. Where applicable, all documents will be saved in both a Microsoft Word format and a "searchable" Portable Document Format (PDF) Optical Character Recognition (OCR) format for use and reference.

Subtask 1.5 Deliverables

1.5.1. Project close-out files with accompanying Excel file

Subtask 1.6: REAP Metrics Data Collection and Reporting

The Consultant Team will work with the City of Oxnard Project Manager and the SCAG Project Manager on selected measurable outcomes and metrics. Consultant will collect related existing conditions from Oxnard staff and report on the selected measurable outcomes, baseline conditions, and metrics pursuant to the schedule provided at project kickoff. Consultant will review the City's CAAP to determine how the project outcomes can be aligned with GHG reduction goals and make predictions regarding reductions as a result of successful project implementation.

Subtask 1.6 Deliverables

1.6.1. REAP metrics data collection and reporting as stipulated by SCAG and the City

TASK 2: PUBLIC OUTREACH

Subtask 2.1: Outreach and Engagement Plan

Following the Kick-off meeting (Subtask 1.1), team outreach subconsultant, Kearns & West, will develop a comprehensive Community Outreach and Engagement Plan. The Plan will identify: potential stakeholders, meeting topics, number of meetings, meeting dates, online engagement methods, and additional strategies to achieve robust input. The Outreach Plan will address language accessibility, culturally competent methods and materials, appropriate methods of engagement, communication channels and technological access considerations, and mechanisms for meaningful input. The Outreach Plan will outline the number of meetings and timing of the stakeholder engagement and how the feedback will be utilized to inform the various project deliverables.

The Plan will map out engagement with disadvantaged and historically underserved communities, including engagement efforts in South Oxnard, with translation and interpretation being key. The Kearns & West team will build the plan using proven outreach best practices in Oxnard to engage community members, businesses, and stakeholders throughout the planning process. The plan will be rooted in an equitable and inclusive framework, ensuring responsiveness to societal inequities, barriers to effective engagement, and the unique characteristics of the community. Key considerations for outreach will include:

- **Language Inclusion** – Proactively incorporating language justice throughout all outreach and engagement activities, ensuring that translation and interpretation services are seamlessly integrated for Spanish and Mixteco, as needed.
- **Convenience** – Hosting events at times and locations that accommodate working families, including farm working communities.
- **Culturally Grounded Sensitivity Engagement** – Offering interactive, culturally relevant formats that allow participants to engage in multiple ways, understanding the need to consider mono and multi-lingual communities across Oxnard.
- **Local Partnerships** – Collaborating with community-based organizations, environmental groups, agricultural organizations, trusted elders, faith-based leaders, and businesses who have strong ties to Oxnard's diverse communities.

The Outreach plan will be developed in consultation with the City's Project Manager. The City Project Manager will coordinate with the Public Information Officer (PIO) to align with established engagement and communication protocols. The Oxnard Project Manager will forward communication materials to the SCAG Project Manager to be shared with media outlets.

Subtask 2.1 Deliverables

2.1.1. Public Outreach and Engagement Plan (Draft and Final)

Subtask 2.2: Outreach Events and Summary

The following overarching assumptions and procedures guide this subtask:

- a) The descriptions below for Subtask 2.2 describe a preliminary approach that will be refined and further detailed in the Community Outreach and Engagement Plan (Subtask 2.1). Consultant also understands that the outreach process may be adjusted during the planning process to ensure maximum community engagement; any changes to this scope of work shall be mutually agreed upon by the Consultant team and City staff.
- b) The outreach will have a particular focus on accessibility and convenience for residents of disadvantaged and historically underserved communities. To promote awareness and encourage local support, Consultant will prepare public notification text and an invitation to local elected officials to outreach activities for the City to distribute.
- c) As further outlined below, the outreach subconsultant, Kearns & West, with Consultant's support, will work with City Staff, City Project Manager, and City PIO to develop accessible, comprehensible, and appealing outreach materials for the City to distribute on City platforms such as social media, newsletters, webpages and e-blasts. The Consultant Team will provide content to the City Project Manager for review of all social media and news announcements and notices for workshops a minimum of 3 weeks before any scheduled workshop. Kearns & West, assisted by Consultant, will submit newspaper notices for public events.
- d) Consultant team will translate print and digital materials into Spanish, as requested by City.
- e) Spanish interpretation will be available for all public-facing activities. Mixteco language interpretation will be provided upon request by participants ahead of public activities.
- f) Kearns & West, in coordination with City staff, will facilitate and manage contact/distribution lists and event notifications.
- g) The City, in collaboration with the Consultant Team, is responsible for identification of key City and agency stakeholders to engage in outreach tasks.

- h) All public-facing communications materials will acknowledge and give credit to SCAG, whether with a logo or language, and have an appropriate City logo and language, to the approval of City staff.
- i) To ensure consistency of public information about SCAG programs and funded work products, Consultant will notify and coordinate with SCAG Project Manager who will coordinate with SCAG's Manager of Media & Public Affairs or a specified designee, as well as City PIO on any media inquiries or plans for proactively providing information to media outlets related to encouraging participation or reporting on these engagement activities.
- j) Within one (1) week following each outreach subtask listed below, Kearns & West will provide a written summary including (as applicable): a general description of the event, key feedback received, photos of the event, and copies of graphical and presentation materials.

Subtask 2.2.A: Meetings with TOD/HQTC Working Group (Project Duration)

A TOD/HQTC Working Group will be established by City staff, and Consultant will attend up to four (4) virtual TOD/HQTC Working Group meetings throughout the duration of the project. The Working Group will include senior level staff/assistant department heads and divisions and outside government agencies to provide input on TOD/HQTC boundaries and Housing Incentive Area Tiers. The Working Group will also provide input at critical stages of the project as identified in the Public Outreach Plan.

Subtask 2.2.B: Content for Project Website and Digital Media (Project Duration)

Consultant's outreach team and Consultant will provide website content and QR codes for City staff to post on the City's website to inform the public on the project scope, outline the planning process, and share ways to stay engaged in future outreach activities. It will specifically highlight key concepts such as specific plans, TOD and HQTCs. In addition, Consultant will provide content for up to ten (10) social media posts for City staff to distribute. Online comments will be monitored and documented by Kearns & West.

Subtask 2.2.C: Site Visit

Consultant will conduct a site visit with City staff, key stakeholders, and the TOD/HQTC Working Group. This could be a van/bus tour along the HQTC corridor, with 2-3 stops at representative sites for potential TOD. Consultant will provide a map and questionnaire to guide the visit and solicit feedback from participants.

Subtask 2.2.D: Community Discussion Groups

Consultant will conduct three virtual community discussion group meetings with key stakeholders and community leaders to inform the identification of the boundaries for the four selected Specific Plan areas. The discussion groups may include businesses, community-based organizations, developers, and other key stakeholders to be determined. Consultant will assist City staff in forming the list of invitees. The purpose of these discussion groups is to provide background information for the process of identifying the four Specific Plan areas as well as general goals and priorities. The project team will use these discussion groups to further refine the boundaries of each selected area and inform future engagement with the broader Oxnard community members.

Subtask 2.2.E: Pop-Up Events

Consultant will conduct up to four (4) community pop-up events along the HQTC to engage community members who otherwise might not participate in scheduled events, and to build interest in the project to increase participation in future engagement events. Consultant will work with City staff and stakeholders to choose events and/or locations with inclusion in mind, in order to reach those in the community who may not otherwise be "tuned-in" to the project, but should be well represented. Consultant will facilitate discussions and activities about the project in English and Spanish.

Subtask 2.2.F: Digital Survey

Consultant team, led by Kearns & West, will prepare a digital mapping and survey tool as the primary digital engagement method. This online survey will be active throughout the first phase of outreach. The digital survey will focus on gathering initial feedback to inform the identification of the four Specific Plan areas and to gauge community priorities regarding future development. As such, there may be two components to the digital survey: 1) gathering feedback on the identification of the four proposed selected areas, and 2) gathering input on issues and ideas for the Specific Plan. Survey results will be summarized by Kearns & West in a report.

Subtask 2.2.G: Communitywide Meeting 1 – Goals and Priorities Workshop

Communitywide Meeting 1 will introduce the project and provide an opportunity for community members and stakeholders to give input at its early stages. The virtual meeting will outline the planning process, define the project scope, and share ways to stay engaged in future outreach activities. It will specifically highlight key concepts such as specific plans, TOD and HQTCs. Feedback from the community members, stakeholders, and City staff will directly inform discussions on delineating the Specific Plan boundaries for the four selected areas and the rationale behind them and Housing Incentive Area Tiers.

Subtask 2.2.H: Communitywide Meeting 2 – Hybrid Open House

On the last day of the Charrette (Subtask 3.1.D), Consultant's outreach subconsultant will conduct a hybrid open house (in-person and online). The open house will begin with a brief presentation of the multi-day Charrette's key themes as well as the visioning strategy, followed by a guided discussion to gather further input that will shape the recommendations. The first portion of the open house will be streamed via a meeting platform, allowing participants to join virtually as well as in person. The second portion will focus on providing an opportunity for participants to review materials and follow up with staff.

Subtask 2.2.I: Communitywide Meeting 3 – Draft Plan Open House

Consultant will facilitate a focused public meeting on the Public Review Draft TOD/HQTC Specific Plan and code modifications, during which Consultant will present project strengths, weaknesses, opportunities, and risks and make recommendations. Along with City staff, Consultant will present and discuss the Public Review Drafts with the community and stakeholders. Communitywide Meeting 3 will be an open house format, providing community members and stakeholders the opportunity to review the draft concepts and policies from the Draft TOD/HQTC Specific Plan. The meeting will include a brief presentation highlighting the process to date, as well as the considerations and analysis that have informed the Specific Plan.

Following the presentation, the meeting will transition into an open house format with poster boards showcasing specific components of the Specific Plan including the proposed areas. Participants will have the chance to interact with project staff and ask questions about the overall planning process, recommendations and Draft Plan components. The project team will use this meeting as an opportunity to gather additional feedback on the Draft Specific Plan and its policies including recommended incentives, infrastructure improvements, transit gaps, and potential changes to the Code.

Subtask 2.2 Deliverables

- 2.2.1. Facilitation and Materials for three (3) communitywide meetings (1 Virtual, 1 Hybrid, 1 In-Person)*
- 2.2.2. Promotional and informational materials, including website content, notices, and up to ten (10) social media posts*
- 2.2.3. Up to four (4) meetings with the TOD/HQTC Working Group*
- 2.2.4. Site Visit with City Staff and the TOD/HQTC Working Group*
- 2.2.5. One Round of Virtual City Council Discovery Sessions*
- 2.2.6. Up to three (3) Virtual Community Discussion Group Meetings*
- 2.2.7. Up to four (4) Pop-Up Events and associated material*
- 2.2.8. Digital Survey*
- 2.2.9. Outreach Summaries for each Subtask*

TASK 3: TECHNICAL WORK

In this Task, the Consultant Team will conduct a detailed technical assessment of the relevant infrastructure studies on water, sewer, wastewater, traffic, parking, any applicable studies from GCTD, and the SCAG Metrolink Area Station Analysis for four select areas along the HQTC. Based on the studies, the Consultant Team will identify: a) opportunity sites and areas that are suitable for development; b) infrastructure gaps; c) transit needs; and d) market demands and needs.

The Consultant team will develop a TOD/HQTC Specific Plan in up to four (4) areas along the HQTC that encourages development of infill mixed-income housing with graduated increased density near transit sites, integrates land uses and adds incentive for mixed-income affordable housing opportunities closer to transit and/or the HQTC and adds community benefits (e.g., infrastructure improvements/investment and economic development) in low-resource areas. The Specific Plan will be developed with consideration to the State of California Government Code Section 65451 requirements for specific plans, the Governor's Office of Planning and Research (OPR) Specific Plan guidelines, and City Council authorized approach and protocols to address Affirmatively Furthering Fair Housing (AFFH). Consultant anticipates creating TOD/HQTC Housing Incentive Area Tiers with flexible development standards, such as incremental building heights, massing transition and guidelines to facilitate residential and mixed-use construction with higher densities along the SCAG identified HQTC, accelerating infill development that facilitate greater housing choice in the City, reduces VMT, implements the City's CAAP, and STP. The Consultant team, led by environmental subconsultant, Terry A. Hayes & Associates, Inc. (TAHA), will prepare applicable environmental documentation to adopt TOD/HQTC Specific Plan and associated documents.

Note: Subtasks 3.1.A (Data Collection & Analysis), 3.2 (Boundary Formation/Mapping) and 3.5 (City Council Committee Meeting) shall conclude prior to initiating other Task 3 Subtasks.

Subtask 3.1: Technical Work (Data Collection & Analysis, Market Study, Identification of Environmental Constraints, and Charrette)

Subtask 3.1.A: Data Collection & Analysis

Consultant will coordinate with City Staff and City Project Manager to collect relevant studies, reports, and documentation that support the determination of the Specific Plan areas. Consultant will review planning documents and programs such as the General Plan, Zoning Code, Housing Element Update, Sustainable Transportation Plan, CAAP, recent environmental documents, and the Choice Neighborhood Grant Program to understand their relationship with the HQTC. Consultant will also conduct an initial review of relevant studies, reports, and documentation on existing City infrastructure including water, sewer, stormwater, wastewater and parking; any applicable studies from the GCTD, and the SCAG Metrolink Area Station Analysis. Based on the studies, Consultant will perform a high-level evaluation of infrastructure gaps, transit needs, and development suitability, along the HQTC to inform the potential Specific Plan boundaries around the four selected areas.

Subtask 3.1.B: Market Study

As part of this Subtask, team Economist, Lisa Wise Consulting, Inc. (LWC), will conduct a baseline economic analysis of existing conditions and opportunities in the Specific Plan areas, drawing on sources such as the County Assessor's data, State Board of Equalization records, U.S. Bureau of Statistics records, and the California Economic Development Department Labor Market Information Division.

LWC will identify oncoming demand for key land uses in the Specific Plan areas (including new development and adaptive reuse opportunities), and identify an economic development strategy and mix of land uses and development programs for the Plan areas. This market analysis will provide forecasts of absorption and a phasing strategy based on identified capture rates and long-term trends in the local economy.

The existing conditions and opportunities analysis and development capacity analysis will be compiled into a Draft and Final Market Analysis Report.

Subtask 3.1.C: Identification of Environmental Constraints

While the Specific Plan areas are being identified, Consultant's environmental subconsultants will begin a review of the 2030 General Plan EIR, the MND for the 2021-2029 Housing Element, and the Connect SoCal Regional Transportation Plan Program EIR. They will assess how to build upon these existing studies to create an MND or addendum if determined feasible. They will identify and document areas and issues that deserve greater study. Sensitive land uses will be the primary focus of this high-level review. This early assessment will set the groundwork for the efficient preparation of the MND or addendum.

Subtask 3.1.D: Charrette to Create a Visioning Strategy

Following the City Council/Committee selection of the Specific Plan area boundaries, the third part of this Subtask will be a multi-day Visioning Charrette. With Consultant's multi-disciplinary Technical Study in progress, Consultant will organize a Five-Day Charrette aimed towards both presenting the in-progress findings from Task 3.1.A and creating a diagrammatic Visioning Strategy for the four select areas. For each of the selected areas, Consultant will study the following:

- a) Broad Development Program - housing, retail, etc. - stemming from our Market Analysis;
- b) Land Use Strategy;
- c) Density Graduation Strategy;
- d) Incentives for mixed-income housing, including affordable housing;
- e) Relationship to other City programs and plans;
- f) Transportation & Parking Strategy;
- g) Public Realm Strategy (streetscape and open space design);
- h) Infrastructure & Civil Engineering Strategy;
- i) Location of Public Improvement Projects;
- j) Location of Private Development Projects; and
- k) High-level environmental implications.

Consultant recommends the Five-Day Charrette to help expedite the overall visioning process. The Charrette can be organized to have evening and weekend engagement to engage a broader audience. By having community members, City staff, key stakeholders and the Consultant Team in the same space, key decisions about the overall strategy and vision can be collectively and iteratively formed in five (5) days. Key to the success of this event will be strategies for marketing the event to the public and incentivizing community participation on each day.

Consultant proposes that it be held in a publicly accessible building such as the library. Broadly speaking, each day of the Charrette will consist of a maximum half-day-long working session by the Consultant Team with input from City staff (City staff is not expected to be full-time during the Charrette on any day). Each day will broadly focus on a specific aspect of the project, such as the multimodal transportation network, development typologies, development code, block structure, market need, public realm design, etc. There will be a community presentation each evening to help select preferred alternative strategies. By doing this over four days iteratively with community feedback, on the fifth day Consultant will create a single preferred visioning strategy (no alternatives) for the designated areas. To best support development of the Environmental Document, it is crucial to have a single-vision strategy that is mutually agreeable to most if not all.

The Charrette process will conclude with a Hybrid Open House (Subtask 2.2.I) at the end of the fifth day.

Subtask 3.1.E: Visioning Report

Consultant will create a report elaborating on the findings from Consultant's Technical Study and how they have helped inform the Visioning Strategy. The report will have diagrams created during the Charrette, with accompanying text, development capacity and other technical study information including key findings from the market analysis. The report will be submitted to City staff for feedback, with one round of edits.

Subtask 3.1 Deliverables

- 3.1.1. *Draft Summary Report of Findings from data collection/analysis.*
- 3.1.2. *Final Summary Report (revised based on City staff, Working Group and public input)*
- 3.1.3. *Draft Market Analysis Report*
- 3.1.4. *Final Market Analysis Report*
- 3.1.5. *Facilitation and materials for the Five-Day Charrette*
- 3.1.6. *Draft Visioning Report*
- 3.1.7. *Final Visioning Report*

Subtask 3.2: Technical Work (Mapping) and GIS – Boundary and Affordable Housing Tiers Formation

Based on Consultant's conclusions from the above public outreach (Subtasks 2.2 D through G) and initial document review (Subtask 3.1.A), Consultant will work with City Staff and the City Project Manager to refine proposed boundaries for Specific Plan areas along the HQTc which meet the objectives of the REAP 2.0 HIPP program. Consultant will form Housing Incentive Area Tiers that accelerate infill development and establish graduated density and graduated mixed-income affordable housing requirements for each tier that meets the objectives of the REAP 2.0 HIPP program. Consultant will establish graduated density and graduated mixed-income affordable housing requirements for each tier. With advice from City staff, Consultant will draft TOD/HQTc working map(s) and Graphic Information Systems (GIS) files that show proposed boundaries for possible Specific Plan areas and identify four recommended areas for the Specific Plan project boundaries, TOD/HQTc Housing Incentive Area Tiers, infrastructure needs and transit gaps. The final selected four locations will be approved by City Council (Subtask 3.5).

Subtask 3.2 Deliverables

- 3.2.1. *Draft TOD/HQTc Working Map(s) and GIS files that identify project boundaries, the HQTc, TOD/HQTc Housing Incentive Area Tiers, infrastructure needs and transit gaps (in coordination with Subtask 3.3).*
- 3.2.2. *Final TOD/HQTc Working Map(s) and GIS Files that identify project boundaries, the HQTc, TOD/HQTc Housing Incentive Area Tiers, infrastructure needs and transit gaps (revised based on City Staff/Working Group and public input; in coordination with Subtask 3.3).*

Subtask 3.3: Technical Work (Transportation and Infrastructure Capacity Recommendations)

In this Task, the Consultant team will conduct a detailed technical assessment of the relevant infrastructure studies on water, sewer, wastewater, traffic, parking, any applicable studies from GCTD, and other relevant studies. Based on the studies, the Consultant team will identify infrastructure improvements and transit needs to accommodate accelerated infill development, increase mobility, and increase density.

Consultant's transportation subconsultant, Fehr & Peers, will evaluate existing mobility and transportation conditions, which may include the following:

- a) Existing circulation maps for roadways, transit services, bicycle networks, truck routes;
- b) Collision History (using the most recent five years of injury collision data from SWITRS via the Transportation Injury Mapping System);
- c) Qualitative evaluation of existing pedestrian network and facilities;
- d) Population density along high-quality transit corridors (HQTcs) and Transit Priority Area (TPAs);
- e) Potential funding sources for transportation improvements.

Fehr & Peers, will also identify key infrastructure improvements and transit gaps based on a review of existing conditions, outreach feedback (from the public, GCTD, VCTC, and the TOD/HQTc Working Group), and relevant planning documents, with a focus on supporting infill development and associated

mobility needs. In addition, transportation infrastructure and capacity recommendations will be identified. No traffic count data collection or level of service (LOS) analysis is included in this scope of work.

Consultant's infrastructure subconsultant, KPFF Consulting Engineers (KPFF), will provide a master-planning-level analysis of the existing infrastructure and capacity based on available and recent utility records procured by the City. KPFF will provide qualitative input regarding the required wet utilities infrastructure upgrades and improvements, as it pertains to sewer, storm, and water services, focusing on the trunk lines for the full buildout condition. KPFF will also identify mitigation measures. It is assumed that a complete, current, digital, detailed, ground-edited American Land Title Association (ALTA) and topographic survey will be provided.

The Consultant team will develop a Draft and Final Transportation and Infrastructure Recommendation Report that includes a summary of infrastructure capacity, needs analysis and recommendations, and provides an Infrastructure Recommendations Map identifying recommendations for infrastructure improvements and resolving transit gaps to accommodate accelerated infill development that facilitates residential and mixed-use development.

Subtask 3.3 Deliverables

3.3.1. Draft Transportation and Infrastructure Recommendation Report

3.3.2. Final Transportation and Infrastructure Recommendation Report

Subtask 3.4: Preparation of Comprehensive Summary Recommendations

Consultant will synthesize the findings and deliverables from Tasks 3.1 – 3.3 into a Comprehensive Summary Recommendations report and strategy to assist in drafting the TOD/HQTC Specific Plan. Recommendations will consider strengths, weaknesses, opportunities and threats with a focus on climate, density, transportation, connectivity and environmental conditions to achieve a more sustainable growth pattern, develop a graduated density system, and incentives to address climate concerns, density, transit accessibility and requirements. The findings will be clearly documented into an 8.5 x 11 report with graphics and accompanying text, and will serve as a reference point and basis for the Tasks to follow.

Subtask 3.4 Deliverables

3.4.1. Comprehensive Summary Recommendations report integrating the above technical studies

Subtask 3.5: City Council Committee(s) Public Meeting – Finalization of the Specific Plan Areas

Consultant will attend this in-person meeting and provide support. Consultant will prepare presentation material to engage the appropriate City Committee(s) with conclusions and recommendations from prior subtasks 2.2.D through 2.2.G, 3.1.A and 3.2. Consultant will present the recommended Specific Plan area options to the appropriate City Committee(s) and/or City Council based on review of Planning Documents, GCTC and SCAG studies, existing studies and information on transportation and infrastructure. Consultant will also report on the public outreach, input and recommendations, and summarize relevant prior task deliverables with the goal to secure concurrence on the four (4) Specific Plan areas and range of Incentive Area Tier options. Using templates provided by City staff, Consultant will provide data and text description for the staff report and develop a PowerPoint presentation.

Consultant understands that, depending upon the level of input and City Committee recommendations and feedback, the report items may be required to be reviewed by the City Council, and that report documents may need to be further refined based upon City Committee input.

Subtask 3.5 Deliverables

3.5.1. Data and text descriptions for City Council Committee(s) Public Meeting staff report

3.5.2. Committee PowerPoint Presentation

Subtask 3.6: Urban Design Studies and Prepare Administrative Draft TOD/HQTC Specific Plan and Draft Modifications to City Code for Staff Review

Consultant will prepare a Draft TOD/HQTC Specific Plan based on analysis of existing studies, City Committee/City Council input, the Visioning Strategy developed during the Charrette, community input and recommendations from City Staff and City Project Manager.

Subtask 3.6.A: Urban Design Studies and Development Code Modifications for Selected Areas

To support development of the Draft Specific Plan, Consultant will provide Urban Design studies and Development Code for the selected areas per the Visioning Strategy developed during the Charrette. For each of these aspects – a) Transportation & Parking; b) Public Realm & Landscape; c) Infrastructure & Civil Engineering; d) Public Improvement Projects; e) Private Development Projects – Consultant will refine and add to the Charrette drawings to better illustrate the vision. Drawings will include an Illustrative Plan for each of the four selected areas, showing hypothetical building footprints, as well as public realm design elements such as trees, parks, plazas etc. Consultant will also create up to eight (8) black and white Draft renderings showing various aspects of the vision.

Consultant will simultaneously provide recommended text modifications to the current City Code and any development standard plate(s) that may be in conflict with the Draft TOD/HQTC Specific Plan.

Subtask 3.6.B: Administrative Draft TOD/HQTC Specific Plan

The Administrative Draft TOD/HQTC Specific Plan will encompass the City Committee/City Council approved boundaries for up to four (4) City Committee/Council approved areas and contain the design elaboration of the Visioning Strategy as well as the Development Code. The Draft Specific Plan will also describe implementation and funding strategies and identify catalytic capital projects to support implementation. The Specific Plan will define the Housing Incentive Area Tiers and associated allowable density, mixed-income affordability, development standards and parking requirements to reduce VMT and implement the City's CAAP and STP, and any other City approved studies and reports as relevant. The Specific Plan will also provide recommendations for infrastructure improvements to accommodate accelerated infill development and resolve transit gaps. Consistent with AFFH, the identified TOD/HQTC Housing Incentive Area Tiers will focus increasing mixed-income affordable housing opportunities closer to transit and the HQTC and will focus community benefits (infrastructure improvements and investment, and economic development, to name a few topic areas) in low resource areas.

Subtask 3.6 Deliverables

3.6.1. Urban Design Studies and Draft Code Modifications

3.6.2. Administrative Draft TOD/HQTC Specific Plan

3.6.3. Administrative Draft modifications to current City Code and development standard plate(s)

Subtask 3.7: Draft TOD/HQTC Specific Plan and Draft Modifications to the City Code (Public Review Drafts)

Consultant will update the Administrative Drafts per City Staff and City Project Manager comments. Consultant will provide the Public Review Drafts of the TOD/HQTC Specific Plan and any Modifications to the City Code to the City for distribution. Communitywide Meeting 3 (Subtask 2.2.J) will present the Public Review Drafts to the public and seek input.

Following the Public Review period, City staff will compile all comments and feedback within two (2) weeks and send them to the Consultant team for creating the Final versions of the documents.

Based upon public input, the TOD/HQTC Specific Plan and Modifications to the City Code will be amended and a final Draft of the TOD/HQTC Specific Plan and Modifications to the City Code will be prepared for City approval (see Task 4).

Subtask 3.7 Deliverables

3.7.1. Public Review Draft TOD/HQTC Specific Plan

Subtask 3.8: Administrative Draft Environmental Document for Staff Review

Consultant's environmental subconsultant, TAHA, will work with City staff and the City Attorney's office to identify the appropriate type of environmental document (MND or addendum) for the four (4) areas to address the proposed Specific Plan vision and address community and stakeholder concerns. Technical analysis will include, but not be limited to, air quality, greenhouse gas (GHG) emissions, noise, transportation (in coordination with Fehr & Peers), and infrastructure (in coordination with KPFF). As necessary, TAHA will also assist City staff with the Native American consultation process in accordance with Assembly Bill 52 (AB 52), if required. TAHA assumes that City staff will provide TAHA with a list of tribes who have requested AB 52 notification, and they will draft letters for Native American tribal government contacts on the City's behalf. Native American contacts have 30 days to respond and request further consultation.

Subtask 3.8 Deliverables

3.8.1. Administrative Draft Environmental Document/studies and notices, as deemed appropriate by the City

Subtask 3.9: Public Review Draft Environmental Document

The Consultant team will work with City Staff and City Project Manager and update the Administrative Draft Environmental Document based upon City staff review, comment, and input. This Draft is the version that will be distributed for public review. Noticing and distribution will be in accordance with the identified type of environmental document (MND or addendum) and scope in Subtask 3.8. The Consultant team will conduct the preparation of legal notices, document posting (County and State posting, as may be determined through the process and based upon the determination of final environmental document) and submit the environmental document for public distribution. All documents and notices will be reviewed by City staff. This task does not include the mailing of notices which Consultant assumes to be the City's responsibility, if required.

Following the public circulation period of the environmental document (as required), Consultant's environmental subconsultant, TAHA, will prepare the responses to comments received.

Subtask 3.9 Deliverables

- 3.9.1. Public Review Draft Environmental Document*
- 3.9.2. Notices, including filing fees, as needed*
- 3.9.3. Summary of public comment received*

Subtask 3.10: Administrative Draft Staff Reports, Ordinance(s), and Resolution(s)

Using templates provided by City staff, the Consultant team will provide data and text description for the draft staff report and develop a draft PowerPoint presentation to adopt the TOD/HQTC Specific Plan and associated approvals.

Subtask 3.10 Deliverables

- 3.10.1. Relevant data and draft descriptive text for Administrative Draft Ordinance(s), Resolution(s), Staff Reports*

Subtask 3.11: Final Staff Reports, Ordinance(s), Resolution(s) and Final Environmental Document

Using templates provided by City staff, the Consultant team will provide data and text description for the final staff report to adopt the TOD/HQTC Specific Plan and associated approvals. Consultant will also prepare and prerecord up to two (2) PowerPoint presentations for the meetings.

As needed, environmental subconsultant, TAHA, will refine final environmental analysis to align with ordinance(s) implementing the Final TOD/HQTC Specific Plan and Modifications to the City Code, including the approval of the environmental document with approval of the Final Specific Plan.

Subtask 3.11 Deliverables

- 3.11.1. Relevant data and descriptive text for Final Draft Ordinance(s), Resolution(s), Staff Reports*
- 3.11.2. Up to two (2) prerecorded PowerPoint presentations*

3.11.3. Final Environmental Document

TASK 4: PUBLIC HEARINGS AND ADOPTION

Subtask 4.1: Public Hearing and Adoption

Consultant will attend up to three (3) public hearings (Planning Commission, City Council, and other Committees as necessary) and engage with the TOD/HQTC Working Group towards adopting the Specific Plan. Consultant will engage in up to four (4) internal meetings in advance of the Commission and the City Council approval process. (Attendance will be either in-person or virtual, based on consultation with City staff.) Consultant team will prepare materials and notices for these meetings with guidance from City Project Manager on the following: a) Final TOD/HQTC Specific Plan; b) Modifications to the City Code; and c) Final Environmental Document.

Subtask 4.1 Deliverables

- 4.1.1. Approved TOD/HQTC Specific Plan*
- 4.1.2. Approved Modifications to the City Code*
- 4.1.3. Approved Final Environmental Document*
- 4.1.4. Attendance at up to three (3) public hearings*
- 4.1.5. Post-Approval updates and adjustments to final document*
- 4.1.6. Newspaper Notices for Public Hearings*

TASK 5: FINAL TOD/HQTC SPECIFIC PLAN

Subtask 5.1: Final TOD/HQTC Specific Plan

Following the approval of the TOD/HQTC Specific Plan by the City Council, Consultant team will work with the City Project Manager to adjust and update the City Council Adopted Final Specific Plan document, as may be needed based upon Final City Council approval and decisions/adjustments that may occur through the TOD/HQTC hearing and approval process. The City Council Adopted Final Specific Plan will be sent to the City and SCAG upon completion, along with final metrics collected from the project as described in Subtask 1.6.

Consultant anticipates that the needed adjustments to the adopted TOD/HQTC Plan (Task 5) will be minor. However, because the nature of the adjustments that may occur through the TOD/HQTC hearing and approval process is unknown at this time, the fee shown for Task 5 is an estimate. Should the fee exceed this number, with City Project Manager approval and prior to any staff time expended to utilize the contingency, the contingency will be used to accommodate the difference.

Subtask 5.1 Deliverables

- 5.1.1. Final City Council Approved TOD/HQTC Specific Plan with updates, if any.*
- 5.1.2. Final Project metrics - Finalize metrics with parameters established under Task 1.6.*

EXHIBIT B

**PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Gruen Associates)**

SCHEDULE OF COMPENSATION

[Fee Schedule on next page]

Agreement No.32500483

Fee Schedule
Preparation of a TOD/HQTC Specific Plan
City of Oxnard
GRUENASSOCIATES
April 29, 2025

Gruen Associates

		Fully Burdened Rate						Hours	Total Labor
		Larry Schlossberg, AIA, AICP, LEED AP BD+C Partner-in-Charge and Design Architect	Vineyak Bhame Project Manager and Associate Partner, Director of Urban Design and Planning	Abraham Sheppard, AICP Senior Urban Planner/Designer	Dean Howell, PLA, ASLA Principal Associate, Director of Landscape Architecture	Julian Ordaz Fernandez Assoc. ASLA Landscape Designer and GIS	Junior Planner TBD		
		\$328.00	\$280.00	\$185.00	\$195.00	\$145.00	\$120.00		
TASK #	TASK NAME	50	210	88	0	0	0	340	\$
TASK 1	Project Management & Coordination								\$1,480.00
1.1	Project Kick-off Meeting	4	16	8				28	\$7,272
1.2	Project Management Plan & Schedule	2	6	2				10	\$2,708
1.3	Project Management Team Meetings	20	80	40				140	\$36,380
1.4	Monthly Invoicing & Reporting	20	80					100	\$28,980
1.5	Project Close-Out Files	0	8	14				22	\$4,830
1.6	REAP Metrics Data Collection & Reporting	4	20	24				48	\$11,352
Subtotal		13	84	102	0	0	100	299	\$58,654.00
TASK 2	Public Outreach								
2.1	Outreach & Engagement Plan	1	4	2				7	\$1,818
2.2	Outreach Events & Summary	12	80	100			100	292	\$56,836
Subtotal		99	466	638	102	112	410	1827	\$366,312.00
Task 3	Technical Work								
3.1	Technical Work (Data Collection & Analysis, Market Study, Identification of Environmental Constraints, Charrette, & Visioning)	18	90	140	12	12	70	342	\$69,484
3.2	Technical Work (Mapping) & GIS - Boundary & Affordable Housing Tiers Formation	3	12	30			10	55	\$11,094
3.3	Technical Work (Transportation and Infrastructure Capacity)	0	10	16				26	\$5,760
3.4	Preparation of Comprehensive Summary Recommendations	4	16	58			10	68	\$14,022
3.5	City Council Committee(s) Public Meeting	4	10	8				22	\$5,562
3.6	Urban Design Studies and Prepare Administrative Draft TOD/HQTC Specific Plan & Draft Modifications to City Code for Staff Review	40	200	262	80	80	220	862	\$171,190
3.7	Public Review Draft TOD/HQTC Specific Plan & Public Review Draft Modifications to the City Code	14	80	140	10	20	100	364	\$69,742
3.8	Administrative Draft Environmental Document for Staff Review	4	8	2				14	\$3,922
3.9	Public Review Draft Environmental Document	4	8	2				14	\$3,922
3.10	Administrative Draft Staff Reports, Ordinance(s) & Resolution(s)	4	16					20	\$5,792
3.11	Final Staff Report(s), Ordinance(s) & Resolution(s)	4	16					20	\$5,792
Subtotal		16	16	32	0	0	0	64	\$15,648.00
Task 4	Public Hearings & Adoption								
4.1	Public Hearing & Adoption	16	16	32				64	\$15,648
Subtotal		4	30	16	2	4	18	52	\$9,962.00
Task 5	TOD/HQTC Specific Plan*								
5.1	Final TOD/HQTC Specific Plan	4	10	16	2	4	16	52	\$9,962
Subtotal									
Total Hours		182	768	876	104	116	525		
Gruen Subtotal Fee per Gruen Staff Classification		\$59,695	\$220,080	\$162,060	\$20,280	\$16,820	\$81,120		
								2590	\$542,056.00
Total Reimbursables (includes Subconsultants)									\$25,000.00
SUBCONSULTANT TEAM									
<i>Fehr & Peers (Transportation/Traffic)</i>				\$98,570					\$98,570.00
<i>KFF Consulting Engineers (Civil/Infrastructure)</i>				\$84,000					\$84,000.00
<i>Lisa Wise Consulting, Inc. (Economics)</i>				\$79,020					\$79,020.00
<i>Terry A. Hayes & Associates, Inc. (Environmental)</i>				\$74,058					\$74,058.00
<i>Kearns & West (Outreach)</i>				\$87,905					\$87,905.00
GRUEN & SUBCONSULTANTS TOTAL FEE									\$990,609.00
CONTINGENCY									\$85,000.00
TOTAL FEE PLUS CONTINGENCY FEE									\$1,075,609.00

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Gruen Associates)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant 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.

[CITY'S INSURANCE FORM INS-A on following pages]

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants 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.

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

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A 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. The insurer shall declare any deductibles or self-insured retentions to and be 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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

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

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

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")						SUBMIT IN DUPLICATE	
						ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER			POLICY INFORMATION:				
Telephone:			Insurance Company:				
			Policy No.:				
NAMED INSURED			Policy Period: (from) _____ (to) _____				
			LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits				
			☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____				
			coverage. ☐ Per Occurrence ☐ Per Claim (which)				
TYPE OF INSURANCE			APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered				
			CITY AGREEMENTS/PERMITS				
GENERAL LIABILITY			OTHER PROVISIONS				
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made							
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____							
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence							
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$					
		EACH OCCURRENCE	AGGREGATE				
☐ GENERAL				CLAIMS: Underwriter's representative for claims pursuant to this insurance.			
☐ 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:							
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.							
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.							
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.							
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.							
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.							
SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or 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 462500-4299 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: _____				

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 ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, 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. 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. 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. 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. 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. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or 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 _____
--	---------------------	-------------------

EXHIBIT D

**PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Gruen Associates)**

STATE FUNDING/MEMORANDUM OF UNDERSTANDING

[State funding/Memorandum of Understanding on following pages]

**MEMORANDUM OF UNDERSTANDING
No. M-023-25**

SCAG Overall Work Program (OWP) No: 305-4925.01

Federal/State Awarding Agency: State of California, Department of Housing and Community Development

Funding Source: Regional Early Action Planning Grants Program of 2021 (REAP 2.0)

Sub-Recipient Name: City of Oxnard

Sub-Recipient's UEI No: JKLUB9N3DXH7

Total Amount of Federal Funds Obligated to Sub-Recipient: \$0

Total Amount of Non-Federal Funds Obligated to Sub-Recipient: \$1,075,807

Total Amount of the Sub-Award: \$1,075,807

Subaward Period of Performance Start Date: See Section 37

Subaward Period of Performance End Date: June 30, 2026

Type of Contract: Project Specific

Method of Payment: See Section 6 of this MOU

Project R&D: N/A

Indirect Cost Rate for the Award: N/A (No Staff Cost)

Fringe Benefits Cost Rate for the Award: N/A (No Staff Cost)

Subaward Project Title: City of Oxnard REAP 2.0 Housing Infill on Public and Private Lands Pilot Program Grant

Subaward Project Description: City of Oxnard will utilize REAP 2.0 funding for a project focused on assessing available infill public-owned and private-owned lands for affordable and mixed-income housing and neighborhood serving uses, and/or land use regulatory initiatives for increasing residential development capacity in corridor-wide and area-wide infill areas based in justice, equity, diversity, and inclusion.

EXHIBIT D

**MEMORANDUM OF UNDERSTANDING
No. M-023-25**

**BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
AND CITY OF OXNARD
FOR REAP 2.0 HOUSING INFILL ON PUBLIC AND PRIVATE LANDS PILOT PROGRAM
GRANT**

(SCAG Project/OWP No. 305-4925.01)

This Memorandum of Understanding ("MOU") is entered into by and between the **Southern California Association of Governments** ("SCAG") and City of Oxnard "Sub-Recipient"), for a Housing Infill on Public and Private Lands ("HIPP") Pilot Program Grant. SCAG and Sub-Recipient may be individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Regional Early Action Planning Grants Program of 2021 ("REAP 2.0") was established with a principal goal to make funding available to Metropolitan Planning Organizations ("MPO") and other regional entities for transformative planning and implementation activities that meet housing and equity goals, reduce Vehicle Miles Traveled per capita, and advance implementation of the region's Sustainable Communities Strategy or Alternative Planning Strategy, as applicable;

WHEREAS, the California Department of Housing and Community Development ("HCD") administers REAP 2.0 in accordance with Health and Safety Code sections 50515.06 to 50515.10 ("Statutes") and REAP 2.0 guidelines for MPO applicants released by HCD pursuant to the Statutes ("REAP 2.0 Guidelines");

WHEREAS, SCAG is the federally designated MPO for Southern California, primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy ("RTP/SCS" also known as "Connect SoCal") for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura;

WHEREAS, HCD awarded funds to SCAG under REAP 2.0;

WHEREAS, SCAG's Regional Council authorized funding for the HIPP Pilot Program and approved the guidelines for the HIPP Pilot Program ("Program Guidelines");

WHEREAS, SCAG released a Call for Applications for the HIPP Pilot Program;

WHEREAS, Sub-Recipient, eligible for funds under the HIPP Pilot Program, developed and submitted a proposed project for the HIPP Pilot Program ("Project");

WHEREAS, SCAG reviewed the Project and determined it to be consistent with the REAP 2.0 Guidelines and Program Guidelines, and approved the Project to receive funding; and

WHEREAS, the purpose of this MOU is to describe the responsibilities of the Parties.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. Recitals and Exhibits

The Recitals and all exhibits referred to in this MOU are incorporated herein by this reference and made a part of the provisions of this MOU.

2. Term

The Term of this MOU shall begin on the Effective Date and continue until June 30, 2026, ("Completion Date"), unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

3. Scope of Work and Sub-Recipient's Responsibilities

- a. Sub-Recipient shall be responsible for implementing the Project in accordance with the "Scope of Work," attached as Exhibit A.
- b. Interim deliverables and tasks, including budgets and schedules, required to implement the Scope of Work shall be documented using the "Scope of Work Approval Form," attached as Exhibit B ("SOW Approval Form"). The SOW Approval Form must be signed by SCAG Project Manager, SCAG Department Manager, SCAG Deputy Director or their designee, and Sub-Recipient prior to the performance of the work outlined in the SOW Approval Form. The SOW Approval Form may be signed by way of a manual or authorized digital signature, or a signature stamp. The SOW Approval Form may be used to document interim deliverables and interim deliverable budgets and schedules but may not be used to modify the deliverables and budget noted in this MOU. The SOW Approval Form may be amended subject to approval by SCAG. No amendment to the SOW Approval Form shall be valid unless made in writing and signed by the Parties. If there is a conflict between the SOW Approval Form and this MOU, this MOU shall prevail.
- c. Sub-Recipient must demonstrate a clear and significant nexus to all the REAP 2.0 Goals and Objectives, as described in Section 9 of this MOU, and must carry out the Project to meet the REAP 2.0 Goals and Objectives. Any lack of action or action inconsistent with REAP 2.0 Goals and Objectives may result in review and could be subject to modification of funding, termination of this MOU, and repayment of the Grant Funds.
- d. In compliance with Section 3.e., Sub-Recipient may procure and manage one or more consultants to ensure the Scope of Work, as outlined in the most current fully executed SOW Approval Form, is fully performed and the Project is completed in compliance with this MOU and all applicable laws and regulations.
- e. As a recipient of federal and state funds, SCAG has the responsibility for ensuring that its procurement process complies with all applicable federal, state and funding requirements. For all agreements entered into containing funds provided under this MOU or to perform work under this MOU, Sub-Recipient shall procure in compliance with all applicable federal, state, and local laws

and regulations. All REAP 2.0 funded procurements must be conducted using a fair and competitive procurement process and sole source procurements are expressly prohibited.

- f. The term "Consultant(s)" shall hereinafter refer to all entities that Sub-Recipient procures, manages, or otherwise enters into contracts or agreements with, in furtherance of the Project or this MOU regardless of the timing, nature of service/work provided or type of organization, including but not limited to government entities, political subdivisions, subrecipients, consultants, contractors, service providers, suppliers, independent contractors, professionals, managers, architects, engineers, and subcontractors.
- g. Upon request, Sub-Recipient shall provide information to the SCAG Project Manager regarding any existing solicitation including but not limited to Requests for Proposals, Invitation for Bids, Request for Qualifications, and Requests for Quotation (collectively "RFP"). For new RFPs developed or finalized after the Effective Date of this MOU, Sub-Recipient shall provide information to the SCAG Project Manager and obtain SCAG Project Manager's written approval on any final RFP prior to its issuance. SCAG may require documentation of RFPs and Notices to Proceed before approval of invoice reimbursement.
- h. When requested, Sub-Recipient shall provide other related documentation of compliance, as determined by SCAG, with applicable procurement requirements and terms and conditions of this MOU within ten (10) days of the request.
- i. Sub-Recipient shall be responsible for conducting a complete detailed review of Consultant(s)' invoices prior to payment. The review shall include, but not be limited to, ensuring: (1) the work included in the invoice is correctly invoiced and supported; (2) hours worked equal hours invoiced; (3) charged rates are equal to the contracted rates; (4) materials and services were received; and (5) that the work performed is consistent with the Scope of Work. Upon review, Sub-Recipient shall pay Consultant(s)' invoices prior to submitting invoices to SCAG for reimbursement.
- j. Sub-Recipient shall be accountable to SCAG and HCD to ensure Consultant(s)' performance. Sub-Recipient's Project Manager shall be responsible for final approval of Consultant(s)' deliverables consistent with the Scope of Work, as outlined in the most current fully executed SOW Approval Form; provided, however, that prior to approving a deliverable from the Consultant(s), Sub-Recipient's Project Manager shall consult with SCAG's Project Manager.
- k. Any and all notices, reports, or other communications required by this MOU, including but not limited to invoices, accounting reports, supporting documentation, and monitoring reports, shall be submitted under the penalty of perjury.
- l. Sub-Recipient shall be responsible for ensuring compliance with all applicable California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements, and, as applicable, shall serve as the implementing agency for environmental approval(s).

4. Project Management

- a. All work under this MOU shall be coordinated with SCAG and Sub-Recipient through the Project Managers.
- b. For purposes of this MOU, SCAG designates the following individual as its Project Manager:

Nashia Lalani
Senior Regional Planner
Southern California Association of Governments
900 Wilshire Blvd., Suite 1700
Los Angeles, CA 90017
213.630.1477
lalani@scag.ca.gov

SCAG reserves the right to change this designation.

- c. For purposes of this MOU, Sub-Recipient designates the following individual(s) as its Project Manager:

Kathleen Mallory
Planning & Sustainability Manager
City of Oxnard: Community Development Department
214 S C Street Oxnard, CA 93030
805-385-8370
kathleen.mallory@oxnard.org

Sub-Recipient reserves the right to change this designation upon written notice to SCAG.

5. Funding

- a. SCAG's contribution to the Project is funded wholly with REAP 2.0 funds, in an amount not to exceed \$1,075,807.00 ("Grant Funds").
- b. SCAG shall not be obligated to make payments for any costs that exceed the Grant Funds. SCAG shall not be obligated to pay for any increase in costs which exceeds the budget included in this MOU and the most current fully executed SOW Approval Form. SCAG shall not be obligated to make payments from any source other than funds provided by HCD to SCAG pursuant to REAP 2.0. In the event HCD terminates its agreement to provide funds or reduces the funds provided, SCAG shall have the right to terminate this MOU, in accordance with Section 17, or to amend this MOU to reflect the changes in funding.
- c. SCAG shall make payments to Sub-Recipient only for work performed as part of the Scope of Work, as outlined in the most current fully executed SOW Approval Form, and consistent with REAP 2.0 Goals and Objectives, REAP 2.0 Guidelines, and Program Guidelines.

- d. SCAG reserves the right, in its sole discretion, to discontinue funding the Project and/or terminate this MOU as described in Section 17.
- e. Any costs for which Sub-Recipient receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, HCD, other State authorities or federal cognizant agency to be ineligible or otherwise unallowable, shall be repaid by Sub-Recipient within thirty (30) calendar days of Sub-Recipient receiving notice or a written demand for reimbursement from SCAG. Such repayment may include interest, penalties, or related fees, as determined by HCD or other State authorities. Should Sub-Recipient fail to reimburse unallowable costs due to SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold and/or off-set future payments to Sub-Recipient.

6. Invoices

- a. This MOU is a Cost Reimbursement agreement. Amounts claimed must reflect the actual incurred and paid cost of completed work. The actual incurred and paid costs may not exceed the Project's budget set forth in this MOU and the most current fully executed SOW Approval Form. All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov (file cannot exceed 10MB) and copy the SCAG Project Manager. All invoices submitted to SCAG for the Project shall reference the OWP Project Number (OWP No. 305-4925.01).
- b. By the twenty-first day following the start of a new month (i.e., January 21, February 21, March 21), Sub-Recipient shall submit an invoice to SCAG using the electronic "Invoice Report" in accordance with the invoice submittal instructions and requirements noted in Exhibit C. Invoices must be submitted in both PDF format and Excel file format. Invoices shall contain a progress report portion which serves to confirm that the services have been performed and can be paid. All invoiced costs must be substantiated, by providing documented support for the expense incurred, such as copies of payroll reports, paid invoices, and proof of payment. The invoice progress report shall serve as the formal progress report for the Project and shall be signed by the Sub-Recipient. The Invoice Report shall include, in narrative form, a description of services performed by the Sub-Recipient's Consultant(s) as well as progress toward completion of tasks related to the Project for the invoiced period and progress achieved toward the REAP 2.0 Goals and Objectives. SCAG shall review invoices for compliance with this MOU. If SCAG determines that an invoice is compliant with this MOU, SCAG shall approve the invoice and issue payment to the Sub-Recipient. If SCAG determines that an invoice is not compliant with this MOU or the most current fully executed SOW Approval Form, SCAG may withhold and/or off-set future payment(s) to the Sub-Recipient.
- c. SCAG shall reimburse Sub-Recipient as promptly as SCAG's fiscal procedures permit, using Electronic Fund Transfer, available at: ACH Vendor Payment Authorization Form, upon receipt of itemized invoices submitted in accordance with this MOU. Sub-Recipient shall complete the ACH Vendor Payment Authorization Form and email it to ACHpayment@scag.ca.gov, prior to executing this MOU.

- d. Incomplete or inaccurate invoices may be returned to Sub-Recipient for correction without payment until corrected and approved. SCAG may, at its discretion, disallow any unsupported costs and process the invoice. If Sub-Recipient corrects the error, the disallowed items can be included in the next set of invoices.
- e. Travel expenses and per diem rates are not to exceed the rates and policies specified by the State of California Department of Human Resources, which can be found at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
- f. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. Sub-Recipient agrees to submit all invoices to SCAG for services rendered through June 30th, no later than July 21st during the Term of this MOU. SCAG shall not be obligated to pay Sub-Recipient for any invoice received after such date.
- g. Sub-Recipient shall submit its final invoice to SCAG within thirty (30) days of the completion of the Project, but no later than within thirty (30) days after all Grant Funds have been expended. SCAG shall not be obligated to pay Sub-Recipient for any invoice received after such date.
- h. Sub-Recipient will require that its Consultant(s) pay any contractors and subcontractors for satisfactorily completed work no later than ten (10) days of receipt of each payment from Sub-Recipient. The ten (10) calendar days period is applicable unless a shorter period is required by applicable law.

7. Reporting

- a. At any time during the term of this MOU, SCAG may request additional information, as needed, to demonstrate satisfaction of all requirements identified in the MOU and the most current fully executed SOW Approval Form.
- b. By February 10 of each year following receipt of funding pursuant to this MOU, Sub-Recipient shall submit an Annual Report using the "Report Template," attached as Exhibit D. The Annual Report shall include, in narrative form, a description of services performed by Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the prior year, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives.
- c. When a Project is finalized, and no later than the Completion Date, Sub-Recipient shall submit a Close-Out Report for the Project. At the time of the execution of this MOU, HCD has not provided the requirements for the Close-Out Report due to HCD by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of Sub-Recipient is not available at this time, but will be provided when it becomes available.
- d. All reports submitted to SCAG shall reference the OWP Project Number (OWP No. 305-4925.01).

8. Accounting

- a. Sub-Recipient shall establish and maintain an accounting system and reports that properly accumulate incurred Project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (“GAAP”), enable the determination of incurred costs as interim points of completion, and provide support for payment vouchers and invoices.
- b. Sub-Recipient shall establish a separate ledger account for receipts and expenditures of Grant Funds and maintain expenditure details in accordance with the Scope of Work, as outlined in the most current fully executed SOW Approval Form.
- c. Sub-Recipient shall maintain documentation of its normal procurement policy and competitive procurement bid process and completed procurements, and financial records of expenditures incurred during the course of the Project in accordance with GAAP.

9. Allowable Uses of Grant Funds

- a. Grant Funds shall be expended in compliance with the REAP 2.0 Goals and Objectives.
 - i. REAP 2.0 Goals (“Goals”) are to invest in housing, planning, and infill housing-supportive infrastructure across the entire state in a manner that reduces Vehicle Miles Traveled (“VMT”), increases housing affordability, and advances equity. More detailed information on the Goals can be found in Section 201 of the REAP 2.0 Notice of Funding Availability (“NOFA”) and Final Guidelines for MPO Applicants and are made a part of the provisions of this MOU as if set forth in full.
 - ii. REAP 2.0 Objectives (“Objectives”) include: (1) accelerating infill development that facilitates housing supply, choice, and affordability; (2) affirmatively furthering fair housing; (3) reducing vehicle miles traveled. More detailed information on the Objectives can be found in Section 202 of the REAP 2.0 NOFA and Final Guidelines for MPO Applicants and are made a part of the provisions of this MOU as if set forth in full.
- b. Grant Funds shall only be used by Sub-Recipient for activities approved by SCAG and included in the Scope of Work, as outlined in the most current fully executed SOW Approval Form.
- c. Grant Funds may not be used for administrative costs of persons employed by Sub-Recipient for activities not directly related to eligible activities.
- d. There must be a strong implementation component for the funded activity through REAP 2.0, including, where appropriate, agreement by Sub-Recipient to submit the completed planning document or effort to the applicable board, council, or other entity for adoption or approval. If Sub-Recipient does not formally request adoption or approval of the funded activity, it may be subject to repayment of the Grant Funds.

10. Work Products

- a. For purposes of this MOU, “Work Products” shall mean all deliverables created or produced under this MOU including, but not limited to, all deliverables conceived or made either solely or jointly

with others during the term of this MOU and during a period of six months after the termination thereof, which relates to the Project. Work Products shall not include real property or capital improvements. Work Products includes all deliverables, inventions, innovations, improvements, or other works of authorship Sub-Recipient or Consultant(s) may conceive of or develop in the course of this MOU, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

- b. Sub-Recipient shall submit one (1) electronic copy of all Work Products associated with the Project to the assigned SCAG Project Manager.
- c. SCAG shall own all Work Products and may, at its sole discretion, grant to Sub-Recipient a perpetual royalty-free, non-assignable, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Project and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at Sub-Recipient's sole risk and without liability or legal exposure to SCAG.

11. Amendments

No amendment or variation of the terms of this MOU shall be valid unless made in writing and signed by the Parties. If an amendment is to become effective before the date of full execution by the Parties, the effective date of such amendment shall be no earlier than the date that SCAG received the request.

12. Notices

Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other Party by the Party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SCAG: Cindy Giraldo
Chief Financial Officer
Southern California Association of Governments
900 Wilshire Blvd., Suite 1700
Los Angeles, CA 90017
(213) 630-1413
giraldo@scag.ca.gov

SCAG reserves the right to change this designation.

To Sub-Recipient: Kathleen Mallory
Planning & Sustainability Manager
City of Oxnard: Community Development Department
214 S C Street Oxnard, CA 93030
805-385-8370
kathleen.mallory@oxnard.org

13. Insurance

- a. Sub-Recipient, at their own expense, shall procure and maintain policies of insurance, or provide evidence of self-insurance, of the types and amounts below, for the duration of the MOU. The policies shall state they afford primary coverage.

Insurance Type	Requirements	Limits
General Liability	Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01.	Not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
Automobile Liability	Automobile insurance at least as broad as Insurance Services Office form CA 00 01.	Covering bodily injury and property damage for all activities of the Sub-Recipient arising out of or in connection with work to be performed under this MOU, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
Workers' Compensation/ Employer's Liability	Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Not required for sole proprietors or Sub-Recipient with no employees.	Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.
Professional Liability Insurance	Professional Liability (Errors and Omissions) insurance appropriate to the Consultant(s) profession.	With limits of not less than \$1,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for three (3) years after the Completion Date of this MOU.

- b. Higher Limits: no representation is made that the minimum insurance requirements of this MOU are sufficient to cover the indemnity or other obligations of Sub-Recipient under this MOU.
- c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- i. SCAG, its officials, employees, and volunteers are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of Sub-Recipient; products and completed operations of Sub-Recipient; premises owned, occupied or used by Sub-Recipient; or automobiles owned leased, hired or borrowed by Sub-Recipient. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials, and employees.

- ii. For any claims related to this Project, Sub-Recipient's insurance coverage shall be primary insurance as respects SCAG, its officials, and employees. Any insurance or self-insurance maintained by SCAG shall be excess of Sub-Recipient's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its officials, and employees.
- iv. Sub-Recipient's 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.
- d. The Workers' Compensation and Employer's Liability policies shall include a waiver of subrogation endorsement in favor of SCAG, its, officials, employees, and volunteers.
- e. Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by SCAG.
- f. Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.
- g. Sub-Recipient shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, Sub-Recipient shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- h. Sub-Recipient agrees to ensure that its Consultant(s) provide the same minimum insurance coverage and endorsements required of Sub-Recipient. Sub-Recipient agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. However, in the event Sub-Recipient's Consultant(s) cannot comply with this requirement, which proof must be submitted to SCAG, Sub-Recipient shall be required to ensure that its Consultant(s) provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Consultant(s) scope of work and services, with limits less than required of the Sub-Recipient, but in all other terms consistent with the Sub-Recipient's requirements under this MOU. This provision does not relieve Sub-Recipient of its contractual obligations under the MOU and/or limit its liability to the amount of insurance coverage provided by its Consultant(s). This provision is intended solely to provide Sub-Recipient with the ability to utilize Consultant(s) who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of Sub-Recipient under this MOU given the limited scope of work or services provided by the Consultant(s). Sub-Recipient agrees that upon request, all agreements with Consultant(s) will be submitted to SCAG for review.

14. Indemnification

Sub-Recipient shall fully defend, indemnify and hold harmless SCAG, its members, officers, employees, and agents from any and all claims, losses, liabilities, damages, expenses, suits or actions including attorneys' fees, brought forth or arising under any theories or assertions of liability, occurring by or resulting from or otherwise related to the Project or this MOU. Such obligations shall not, however, extend to any claims, losses, liabilities, damages, expenses, suits, or actions that arise from SCAG's gross negligence or willful misconduct.

15. Disputes

Except as otherwise provided in this MOU, any dispute arising under this MOU which is not resolved by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association and as provided in this provision. If this provision differs from the rules of the American Arbitration Association, then this provision shall control. Sub-Recipient shall continue with the responsibilities under this MOU during any dispute until the dispute is resolved. A judgment upon the award rendered by arbitration may be entered into any court having jurisdiction thereof. The arbitration panel shall have the authority to grant any remedy or relief that would have been available to the Parties had the matter been heard in a court of law. Following arbitration, the arbitration panel shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. All expenses and fees for the arbitrator and expenses for hearing facilities and other expenses of arbitration shall be borne equally by both Parties unless they agree otherwise or unless the arbitrator in the award assesses such expenses against one of the parties or allocates such expenses other than equally between the Parties. Either Party may bring an action in court to compel arbitration under this MOU and to enforce an arbitration award.

16. Noncompliance

- a. In the event of nonperformance or noncompliance with any requirement of this MOU, including but not limited to Project eligibility, schedule, deliverables, or milestone timelines, as outlined in the most current fully executed SOW Approval Form, SCAG may:
 - i. Issue a written notice to stop work. If such notice is provided, Sub-Recipient and its Consultant(s) shall immediately cease all work under the MOU. SCAG has the sole discretion to determine that Sub-Recipient is in compliance with the terms and conditions after a stop work order, and to deliver a written notice to Sub-Recipient to resume work under this MOU.
 - ii. Require repayment of the Grant Funds.
 - iii. Terminate this MOU pursuant to Section 17.
- b. Notwithstanding the provisions set forth above, or any other provision contained in this MOU, no remedy conferred by any of the specific provisions of this MOU or the SOW Approval Form, is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy existing at law or in equity or by statute or otherwise.

17. Termination of MOU

- a. Termination for Cancellation or Reduction in REAP 2.0 Funding. In the event HCD terminates or cancels funding to SCAG, this MOU is deemed to be terminated and SCAG shall be relieved of any and all obligations under this MOU as of the effective date of HCD's termination. In the event HCD reduces funding to SCAG, SCAG shall have the unilateral right to stop work, proportionally reduce funding to Sub-Recipient or terminate this MOU.
- b. Termination for Convenience. Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. Should SCAG terminate the MOU for convenience, upon receipt of the notice of termination, Sub-Recipient shall immediately take action to avoid incurring any additional obligation costs or expenses except as may be necessary to terminate its activities or the activities of its Consultant(s). SCAG shall pay Sub-Recipient its reasonable and allowable costs through the effective date of termination and is not liable for any expenses after termination, including any costs associated with Consultant(s). In such event, all finished or unfinished Work Products shall be provided to SCAG.
- c. Termination for Cause. If through any cause, either Party shall fail to timely and adequately fulfill its obligations under this MOU, or if either Party violates any of the covenants, terms, or stipulations of this MOU, the non-breaching Party shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to the breaching Party of the intent to terminate and specifying the effective date thereof. The non-breaching Party shall provide a reasonable opportunity for the breaching Party to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that SCAG invokes this termination for cause provision, Sub-Recipient shall reimburse SCAG for all funds provided for the Project and all finished or unfinished Work Products shall be provided to SCAG at its option.

18. Records Retention

- a. Sub-Recipient and its Consultant(s) shall maintain and make available, in accordance with Section 19 of this MOU, all source documents, books and records connected with the Project, documentation of its normal procurement policy and competitive procurement bid process and completed procurements related to the Project, all work performed under this MOU, all evidence of environmental clearance, and evidence demonstrating the funding was used for the appropriate purposes for a minimum of five (5) years after December 31, 2026. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- b. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained and made available by Sub-Recipient and its Consultant(s) for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an audit resolution is achieved for each annual SCAG OWP; or (c) December 31, 2026, whichever is later.

19. Monitoring and Audits

- a. SCAG may monitor expenditures and activities of Sub-Recipient and its Consultant(s) as SCAG deems necessary to ensure compliance with the MOU, the Statutes, the REAP 2.0 Guidelines and the Program Guidelines.
- b. At any time during the term of this MOU, SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives may perform or cause to be performed a financial audit of any and all phases of the Project. At their request, Sub-Recipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.
- c. Sub-Recipient agrees that SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives shall have the right to review, obtain, and copy all records and supporting documentation related to the performance of this MOU. Sub-Recipient agrees to provide any relevant information requested. Copies shall be made and furnished to SCAG upon request at no cost to SCAG.
- d. Sub-Recipient agrees to permit SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this MOU, the Statutes, the REAP 2.0 Guidelines, or applicable state and federal laws, rules, and regulations.
- e. If there are audit findings from SCAG or HCD's audit, Sub-Recipient must submit a detailed response acceptable to SCAG or HCD for each audit finding within ninety (90) days of the audit finding report.

20. Small Business and Disabled Veteran Business Enterprise Participation

- a. If for this MOU Sub-Recipient made a commitment to achieve small business participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) report to SCAG the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
- b. If for this MOU Sub-Recipient made a commitment to achieve disabled veteran business enterprise ("DVBE") participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) certify in a report to SCAG: (1) the total amount the Sub-Recipient received under the MOU; (2) the name and address of the DVBE(s) that participated in the performance of the MOU; (3) the amount each DVBE received from the Sub-Recipient; (4) that all payments under the MOU have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (M&V Code § 999.5(d); Gov. Code § 14841.)

21. Compliance with Laws, Rules, and Regulations

- a. Sub-Recipient agrees to comply with all federal, state, and local laws, rules, and regulations applicable to this MOU.
- b. Non-Discrimination/Equal Employment Opportunity
 - i. During the performance of this MOU, Sub-Recipient assures that no person shall be denied the MOU's benefits, be excluded from participation or employment, be denied Project benefits, or be subjected to discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, under the Project or any program or activity funded by this MOU, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 U.S.C. §§ 3601-20) and all implementing regulations, the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. §§ 12101 *et seq.*) and all applicable regulations and guidelines issued pursuant to the ADA, and the Age Discrimination Act of 1975 and all implementing regulations. Sub-Recipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - ii. Sub-Recipient shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs. tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by HCD to implement such article.
 - iii. Sub-Recipient shall permit access by representatives of the Department of Fair Employment and Housing, SCAG, and HCD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as the Department of Fair Employment and Housing, SCAG, or HCD shall require to ascertain compliance with this Section.
 - iv. Sub-Recipient shall give written notice of its obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.
 - v. Sub-Recipient shall adopt and implement affirmative processes and procedures that provide information, outreach, and promotion of opportunities in the Project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 C.F.R. § 92.351.
- c. Recycling Certification. Sub-Recipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to SCAG regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e),

the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).

- d. Anti-Trust Claims. Sub-Recipient, by signing this MOU, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Sub-Recipient shall comply with Title 1, Division 5, Chapter 11 of the California Government Code (Gov. Code §§ 4550-4554).
- e. Child Support Compliance Act. If the Grant Funds provided under this MOU are in excess of \$100,000, Sub-Recipient acknowledges in accordance with Public Contract Code 7110, that:
 - i. Sub-Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - ii. Sub-Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- f. Priority Hiring Considerations. If this MOU includes services in excess of \$200,000, the Sub-Recipient shall give priority consideration in filling vacancies in positions funded by the MOU to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- g. Loss Leader. If this MOU involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC § 10344(e).)

22. Public Works and Construction

The Grant Funds shall not be used for public works projects. Services constituting public works are described in California Labor Code Sections 1720-1861, as may be amended or recodified by legislative action from time-to-time. The use of Grant Funds for a public works project shall be a breach of this MOU.

23. Conflict of Interest

The Parties shall comply with all applicable Federal and State conflict of interest laws, regulations, and policies.

24. Independent Contractor

Sub-Recipient and its Consultant(s) shall be independent contractors in the performance of this MOU, and not officers, employees, or agents of SCAG.

25. Assignment

Neither Party shall assign any rights or interests in this MOU, or any part thereof, without the written consent of each Party to this MOU, which consent may be granted, withheld, or conditioned in the consenting Party's sole and absolute discretion. Any assignment without such written consent shall be void and unenforceable. The covenants and agreement of this MOU shall inure to the benefit of and shall be binding upon each of the Parties and their respective successors and assignees.

26. Release of Information

- a. Subject to any provisions of law, including but not limited to the California Public Records Act, any Work Product or materials deemed confidential by either Party shall be held confidential by the receiving Party who shall safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure as the receiving Party treats its confidential information, but in no case less than reasonable care. Nothing furnished to either Party which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential.
- b. Sub-Recipient shall not release any information or Work Products to a third party or otherwise publish or utilize any information or Work Products obtained or produced by it as a result of or in connection with the performance of services under this MOU without the prior written authorization of SCAG, except as provided under this MOU or as required by law (including, without limitation, pursuant to the California Public Records Act).
- c. All public-facing communications materials relating to this MOU, or its subject matter, shall acknowledge SCAG. Communications materials include, but are not limited to, site signage, printed information materials, print and online publications, websites, advertisements, video, public service announcements, social media postings, events, media advisories, news releases, and all other related materials.
- d. To ensure consistency of public information about SCAG programs and funded work products, Sub-Recipient is required to notify and coordinate with SCAG Project Manager who will coordinate with SCAG's Manager of Media & Public Affairs or a specified designee on any media inquiries or plans for proactively providing information to media outlets.
- e. All communication materials must be provided to SCAG Project Manager prior to completion so that inclusion of this element can be confirmed.

27. Non-Exclusivity

Nothing herein is intended nor shall be construed as creating an exclusive arrangement between SCAG and Sub-Recipient. This MOU shall not restrict SCAG from acquiring similar, equal or like services from other entities or sources.

28. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

29. Survival

The following sections survive expiration or termination of this MOU:

- Section 5 (Funding)
- Section 10 (Work Products)
- Section 12 (Notices)
- Section 13 (Insurance)
- Section 14 (Indemnification)
- Section 15 (Disputes)
- Section 18 (Records Retention)
- Section 19 (Monitoring and Audits)
- Section 21 (Compliance with Laws, Rules, and Regulations)
- Section 22 (Public Works and Construction)
- Section 23 (Conflict of Interest)
- Section 26 (Release of Information)
- Section 31 (Jurisdiction and Venue)
- Section 32 (Waiver)

30. Flow-Down Provisions

Sub-Recipient shall include the following provisions in all agreements entered into containing funds provided under this MOU, require the provisions below that survive expiration or termination of this MOU to survive, and shall include a requirement in all agreements that each of them in turn include the requirements in all contracts and subcontracts they enter into to perform work under the Project. SCAG does not have a contractual relationship with Sub-Recipient's Consultant(s), and Sub-Recipient shall be fully responsible for monitoring and ensuring compliance with these provisions.

- Section 3.c. (Scope of Work and Sub-Recipient's Responsibilities – nexus to REAP 2.0)
- Section 3.e. – 3.g. (Scope of Work and Sub-Recipient's Responsibilities – procurements)
- Section 3.k. (Scope of Work and Sub-Recipient's Responsibilities – penalty of perjury)
- Section 5.e. (Funding – repayment of ineligible costs)
- Section 6 (Invoices)
- Section 7 (Reporting)
- Section 8 (Accounting)
- Section 9 (Allowable Uses of Grant Funds)
- Section 10 (Work Products)
- Section 13 (Insurance)
- Section 14 (Indemnification)
- Section 18 (Records Retention)
- Section 19 (Monitoring and Audits)

Section 20 (Small Business and Disabled Veterans Business Enterprise Participation)
Section 21 (Compliance with Laws, Rules, and Regulations)
Section 22 (Public Works and Construction)
Section 23 (Conflict of Interest)
Section 24 (Independent Contractor)
Section 25 (Assignment)
Section 26 (Release of Information)

Upon SCAG's request, Sub-Recipient shall provide SCAG a copy of any such agreement.

31. Jurisdiction and Venue

This MOU shall be deemed an agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Subject to the provisions in Section 15, the Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

32. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this MOU shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this MOU. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

33. Standard of Care

Sub-Recipient and its Consultant(s) shall perform the work required for the Project under this MOU in accordance with generally accepted industry standards, practices, and principles applicable to such work.

34. Force Majeure

Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this MOU or interruption of services resulting, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the Parties, provided that the Party seeking to delay or excuse its performance as a result of such event shall notify the other Party in writing of such circumstances within not more than ten (10) days following the first occurrence of the event forming the basis of the delay or excuse of performance. In the event that the Party seeking to delay or excuse its performance fails to timely deliver the notice described in the previous sentence, then such event shall not relieve the Party from its timely performance.

35. Entire MOU

This MOU, comprised of these terms and conditions, the attached exhibits, and any properly executed amendments, represents and contains the entire agreement of the Parties with respect to the matters

set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties with respect to the matters set forth herein.

36. Execution

This MOU, or any amendments related thereto, may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any amendments may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this MOU or an amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOU or any amendment.

37. Effective Date

This MOU shall be effective as of the last date on which the document is executed by all Parties.

38. Authority

Sub-Recipient warrants and certifies that it possesses the legal authority to execute this MOU and to undertake the Project, and, if applicable, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of Sub-Recipient's governing body, authorizing receipt of the Grant Funds, and directing and designating the authorized representative(s) of Sub-Recipient to act in connection with the Project and to provide such additional information as may be required by SCAG.

[The remainder of this page is intentionally left blank. Signatures on following page.]

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
NO. M-023-25**

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates indicated below:

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS ("SCAG")

By: DocuSigned by:
Cindy Giraldo 3/24/2025
00C40B3F8C6F43F
Cindy Giraldo
Chief Financial Officer
Date

APPROVED AS TO FORM:

By: DocuSigned by:
Richard Lam 3/24/2025
D5866D4B132A453
Richard Lam
Senior Deputy Legal Counsel
Date

City of Oxnard ("Sub-Recipient")

By: Signed by:
Jeff Pengilley 3/20/2025
88E154ECA23A49F
Jeff Pengilley
Community Development Director
Date

APPROVED AS TO FORM:

By: Signed by:
Stephen Fischer 3/20/2025
F451D057FFEB483
Stephen M. Fischer
City Attorney
Date

Exhibit A – Scope of Work

Project Name: Transit Oriented Development (TOD)/High Quality Transit Corridor (HQTC) Specific Plan±

Project

Description:

The City will create a Transit Oriented Development/High Quality Transit Corridor (TOD/HQTC) Specific Plan in approximately four (4) City Committee/Council approved areas which will exceed the established City approved based density (where feasible), create Housing Incentive Area Tiers that accelerate infill development, and establish graduated density and graduated mixed-income affordable housing requirements for each tier based on the distance of the project area to the SCAG identified 2045 HQTC (HQTC) in Oxnard. The Specific Plan will address climate needs and implement programs identified in the City's Climate Action and Adaptation Plan (CAAP - 2022), address infrastructure gaps and needs, and implement recommendations identified in the City's Sustainable Transportation Plan (STP - 2022). The Specific Plan will consider previously prepared infrastructure capacity studies and require affordability different than what is required within the City's present Inclusionary Housing Ordinance (Ordinance 2980). The project will consider a range of incentives and strategies to encourage and incentivize development near transit, including right-sizing parking strategies, while considering existing State laws and allowances.

Final Deliverables:

- Adopted Environmental Assessment compliant with local, state, and federal requirements, as applicable
- Adopted Transit Oriented Development/High Quality Transit Corridor (TOD/HQTC) Specific Plan
- Adopted City Code Amendments, as applicable
- Project metrics

Project Budget: \$1,075,807



Exhibit B – Scope of Work Approval Form
 Regional Early Action Planning Grants of 2021 (REAP 2.0)
 [Full name of program]
 Scope of Work Approval Form - Project Summary

Subrecipient: [Grantee Name]

Project #1: [Project Name]

☒ Original Scope of Work Approval

☐ Revision Requested to Add, Remove, or Change Project Manager

☐ Revision Requested to Project Tasks (Please check all that apply)

☐ Revise/Delete a Previously Approved Task

☐ Revise Task Budget

☐ Change Project/Task Date

☐ Change in Deliverable (Interim)

☐ Other (Please describe)

SCAG Approval Date: _____

Revision No. NUMBER

Revision Effective Date: _____

Original Approved Summary of Projects Tasks (approved on DATE)

Project/Activity Tasks Outline

Task and sub-tasks	Staff Costs	Consultant Costs	Total Costs	Begin Date	End Date	Deliverables
1.0 Project Administration						
2.0 Project Management						
3.0 [task name]						
Total Project Cost						



Exhibit B – Scope of Work Approval Form
 Regional Early Action Planning Grants of 2021 (REAP 2.0)
 [Full name of program]
 Scope of Work Approval Form - Project Summary

Requested Revisions to Project Tasks

If a revision is requested, please also update the project/activity task outline(s) below and highlight the changes.

Revised Project/Activity Tasks Outline

Task and sub-tasks	Staff Costs	Consultant Costs	Total Costs	Begin Date	End Date	Deliverables
Total Project Cost						

Route all budget changes to Accounting and B&G.



Exhibit B – Scope of Work Approval Form
Regional Early Action Planning Grants of 2021 (REAP 2.0)
[Full name of program]
Scope of Work Approval Form - Project Summary

Signatures below to approve revisions also indicate approval of any modifications to subsequent pages.

Revision Approval Requested By:
Project Manager
Name / Title

Revision Approved By:
SCAG Department Manager
Name / Title

Signature Date

Signature Date

Revision Approved By:
SCAG Deputy Director or Authorized Designee
Name / Title

Signature Date

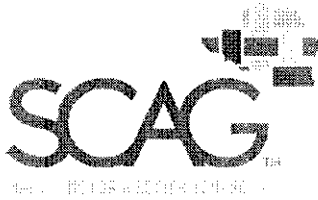


Exhibit B – Scope of Work Approval Form
Regional Early Action Planning Grants of 2021 (REAP 2.0)
[Full name of program]
Scope of Work Approval Form - Project Summary

Project Metrics

Each REAP 2.0 project requires metrics to quantitatively measure the project's outcome. Project metrics selected on this form will be included in the REAP 2.0 SRP2 quarterly progress reporting form. *Please select all metrics that will apply to your approved projects:*

1. Sample

☐ Sample



Exhibit B – Scope of Work Approval Form
Regional Early Action Planning Grants of 2021 (REAP 2.0)
[Full name of program]
Scope of Work Approval Form - Project Summary

1	<i>[name of grantee: project name]</i>
____ (Insert Number of) Procurements Expected for this Project	
Brief Description of Project: (Pulled from project application)	
Revision Summary:	

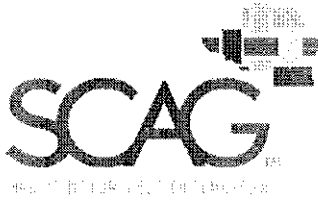


Exhibit B – Scope of Work Approval Form
Regional Early Action Planning Grants of 2021 (REAP 2.0)
[Full name of program]
Scope of Work Approval Form - Project Summary

Signatures on this page indicate approval of the initial Scope of Work Approval Form in its entirety. Revisions do not require new signatures in this section.

Initial SAF Approved By:

Project Manager

Name / Title

Initial SAF Approved By:

SCAG Department Manager

Name / Title

SRP2

Signature

Date

Signature

Date

Initial SAF Approved By:

SCAG Deputy Director or Authorized Designee

Name / Title

Signature

Date

Exhibit C

Invoice Submittal Requirements

SCAG will provide the Sub-Recipient an **Invoice Template** in Excel file format. The Invoice Template must be used to request reimbursement from SCAG. Detailed submittal instructions for filling out and submitting are provided in the Invoice Template. The Invoice Template may be amended from time to time and does not guarantee that any invoices will be approved or that the Sub-Recipient will receive payment. The Invoice Template will require information and supporting documentation such as, but not limited to:

- a. SCAG's "Bill To" information as stated in the above paragraph "b." of this section;
- b. Invoice number specified by the Sub-Recipient. The invoice number must be unique for each invoice submitted;
- c. Invoice date;
- d. Billing period specified with beginning and ending dates. The beginning date must not be sooner than the MOU Effective Date of the Agreement, or within any previous billing dates;
- e. Total amount due for the billing period;
- f. MOU Number, SCAG Project/OWP Number, and the MOU Term Date;
- g. Project Title;
- h. Agency Name, Agency Project Manager Name, and Project Manager Email Address; and
- i. SCAG Project Manager Name.
- j. Progress report
- k. Cost by task and/or cost category
- l. Detailed description of Other Direct Charges
- m. Proof of payment
- n. Timesheets
- o. Payroll report/Payroll registers

Exhibit D – Sub-Recipient Report Template

PENDING GUIDANCE FROM HCD

EXHIBIT D

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Gruen Associates)

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 Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant 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, Consultant 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, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant 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. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

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

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit E. While this Agreement is in effect, Consultant 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, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

EXHIBIT F

**PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Gruen Associates)**

IRAN CONTRACTING CERTIFICATION

[Iran Contracting Certification on next page]

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):

GREEN ASSOCIATES

Federal ID Number (or n/a):

953444276

By (Authorized Signature):

[Signature]

Printed Name & Title of Person Signing:

LARRY SWANBERG

Date Executed

5/1/25

Executed in the County of LOS ANGELES

in the State of CALIFORNIA

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

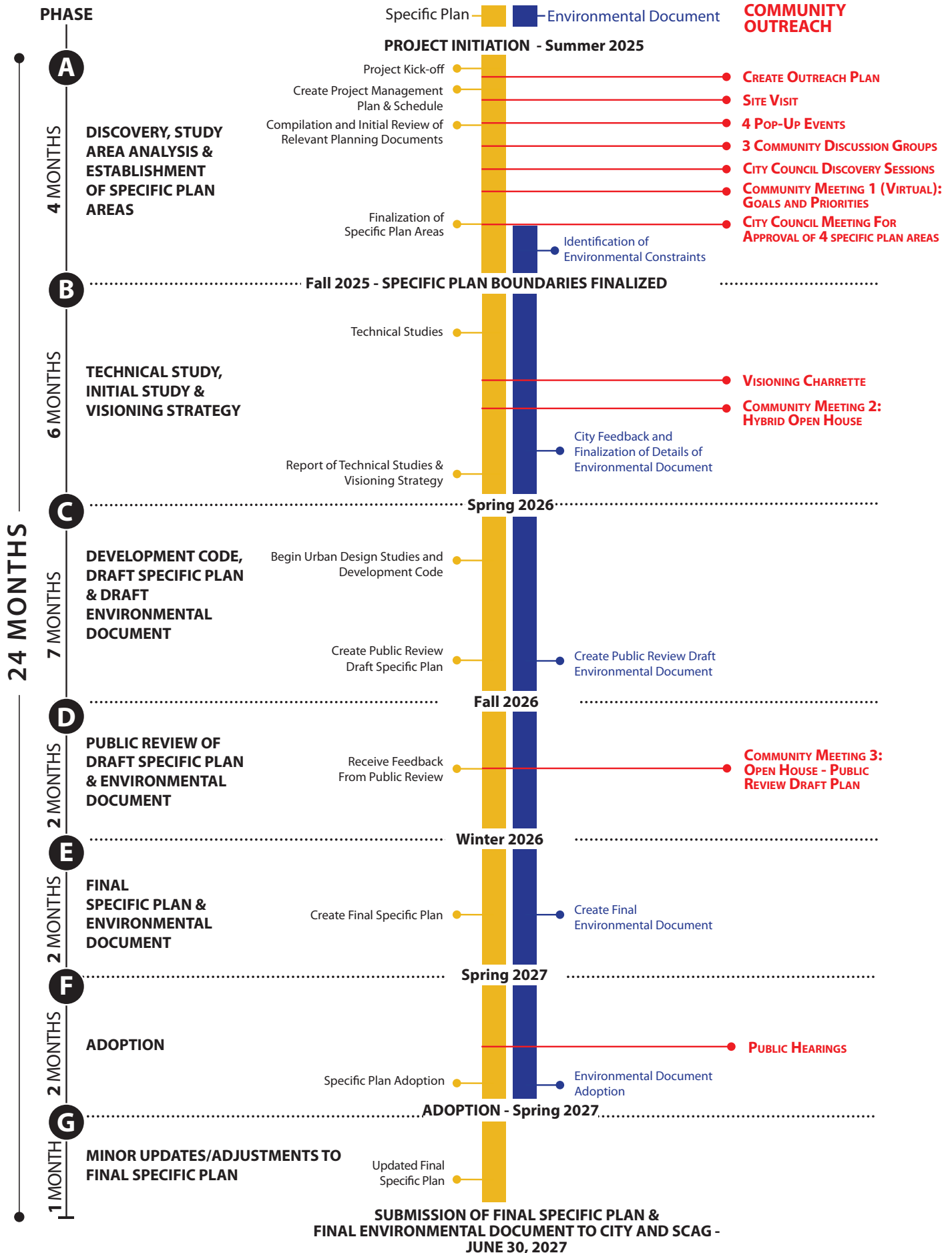
Executed in the County of _____

in the State of _____

EXHIBIT F

DRAFT PROJECT TIMELINE

(This draft timeline is intended for information purposes only to provide an overview vision of interaction between tasks. Estimated dates may change)

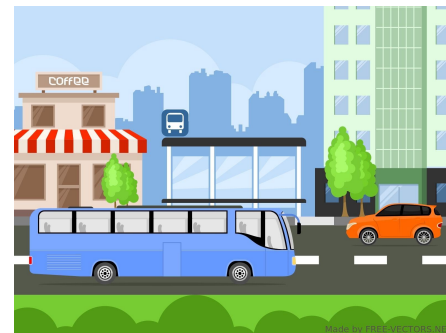


Agreement to Prepare a Transit-Oriented Development/High Quality Transit Corridor (TOD/HQTC) Specific Plan

Kathleen Mallory, Planning & Sustainability Manager
Community Development Department

Community Service, Public Safety, Housing & Development Committee
June 10, 2025

- July 2023 - Council authorized application for Southern California Association of Governments (SCAG), Regional Early Action Planning Grant (REAP 2.0) grant to Promote Housing Infill on Public and Private Lands (HIPP) for:
 - Programmatic level work;
 - Increase housing capacity along corridors and transit stops, reducing per capita vehicle miles traveled (VMT);
 - Increase housing supply at all affordability levels,
 - Affirmatively furthering fair housing; and
 - Facilitate the implementation of adopted regional and local plans to achieve these goals.
- No financial match required.



- October 2023 - City awarded SCAG REAP 2.0 grant for \$1,075,807 for TOD/HQTC Specific Plan:
 - Affordable Housing Incentive Tiers with graduated density based on distance to SCAG 2045 HQTC;
 - Identify infrastructure gaps to accommodate accelerated infill development within TOD/HQTC Specific Plan;
 - Implements Programs 31 and 19 of City's 2021-2029 Housing Element; and
 - Advances the City Council approved Climate Action & Adaptation Plan (CAAP-2022) goals, integrate housing, land use, and transportation to bridge the gap & reach climate resiliency.



- January 2024 - Grant award placed on hold;
- August 2024 - Grant award restarted;
- December 2024 - SCAG approved City scope of work;
- March 20, 2025 - SCAG issued and approved MOU with City;
- April 4, 2025 - SCAG issued correction on grant deadline - now June 30, 2026;
- SCAG requested from HCD extension of grant program; and
- Feasibility of this extension will not be known by SCAG until June - July 2025.

- City issued RFP in Dec. 2024;
- Gruen and Associates was selected due to overall experience, responsiveness, local solution/approach, competitive timeline, and budget;
- Two (2) year agreement;
- Not to exceed contract \$1,075,609; no City funds to be allocated to project;
- If grant is not extended to June 30, 2027, the City will terminate both its contract with Gruen and the MOU with SCAG; and
- Gruen will not be authorized unless grant extended.

That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council approve and authorize the Mayor to execute a two (2) year agreement (Agreement No. 32500483) with Gruen Associates, in an amount not to exceed \$1,075,609 for the preparation of a Transit-Oriented Development/High Quality Transit Corridor (TOD/HQTC) Specific Plan and associated tasks.





End of Presentation