

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 and at the Oxnard main library, 251 South A Street during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.gov.



AGENDA
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & ECONOMIC DEVELOPMENT COMMITTEE
Council Chambers, 305 West Third Street
May 12, 2026
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: 891 5070 2999
3. Passcode: 725011

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/.

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

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)

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

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

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

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND NON-ACTION ITEMS

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. 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 the 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 for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Community Services, Public Safety, Housing and Economic Development Committee approve the regular meeting minutes for April 28, 2026.

Contact: Luly Lopez, (805) 385-7805

D. REPORTS

1. Fire Department

SUBJECT: Affiliation Agreement with The Regents of the University of California for a Prehospital Care Program - Affiliation Agreement First Amendment.

RECOMMENDATION: The Community Services, Public Safety, Housing & Development Committee recommends that the City Council approve a First Amendment to Paramedic Internship Agreement (A-8312), titled "Affiliation Between the Regents of the University of California and the City of Oxnard" for a period of five years.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/PYzGlch7ieE>

Contact: Alexander Hamilton, (805) 385-7700

2. Housing Department

SUBJECT: Oxnard Navigation Center Operating Agreement with Mercy House for Fiscal Year 2026-27.

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

1. Approve and authorize the Mayor to execute a one-year Agreement (No. 32700007), with four one-year options to extend, with Mercy House Living Centers, for the provision of shelter and navigation center operations in fiscal year 2026-2027, in an amount not-to-exceed \$3,235,242.56; and
2. Authorize the City Manager to execute any amendments to Agreement No. 32700007.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/X6QsXG2mSoM>

Contact: Brenda Lopez, (805) 385-8092

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



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

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

DATE: May 12, 2026
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 Services, Public Safety, Housing and Economic Development Committee approve the regular meeting minutes for April 28, 2026.

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 Economic Development for April 28 2026

MINUTES
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & ECONOMIC DEVELOPMENT COMMITTEE
Regular Meeting
April 28, 2026

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:34 p.m., Chair Luis A. Mc Arthur called to order the regular meeting of the Oxnard City Council Community Services, Public Safety, Housing & Development Committee in the City Hall Council Chambers at 305 West Third Street, Oxnard, California. Members Michaela Perez and Chair Luis A. Mc Arthur were present. The City Clerk stated that the agenda was posted on Tuesday, April 21, 2026 at the Library, City Hall kiok, City Administrative Offices and on the website.

The meeting opened with the pledge of allegiance to the flag of the United States led by Chair Mc Arthur.

Staff members present were Katie Casey, Deputy City Manager; Kenneth Rozell, Chief Assistant City Attorney; Julie Estrada, Cultural Arts Manager; and Lourdes A. López, City Clerk.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND NON-ACTION ITEMS

No public comments were received.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Community Services, Public Safety, Housing and Economic Development Committee: 1) approve the regular meeting minutes for April 14, 2026; and 2) approve the special meeting minutes for April 14, 2026 as presented.

No public comments were received.

It was moved by Chair Mc Arthur, 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. Cultural & Community Services Department

SUBJECT: Request for appropriation of funds from the Public Art Fund for the installation of Public Art.

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

1. Authorize the Cultural Arts Commission, with City staff support, to administer a public call for artists for the design of asphalt art to be installed by an experienced operator in the Central Business District in support of the Downtown Vision Plan and the 4th Street Mobility Project; and
2. Appropriate \$150,000 from the Public Art Fund (PAF) available fund balance to the Downtown Arts Hub Murals Program (Project M1802) for the design and installation of asphalt art in the Central Business District.

No public comments were received.

At 8:39 p.m., Committee Member Bert E. Perello was present.

The Cultural Arts Manager presented and answered the Committees questions. Discussion ensued among the Committee and staff.

It was moved by Chair Mc Arthur, seconded by Member Perello, to approve the recommended item as presented. VOTE: Perello, Perez and Mc Arthur 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 8:52 p.m.

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Mayor



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

**REPORTS
AGENDA ITEM NO. D.1**

DATE: May 12, 2026
TO: Community Services, Public Safety, Housing & Development Committee
FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org
SUBJECT: Affiliation Agreement with The Regents of the University of California for a Prehospital Care Program - Affiliation Agreement First Amendment.

RECOMMENDATION

The Community Services, Public Safety, Housing & Development Committee recommends that the City Council approve a First Amendment to Paramedic Internship Agreement (A-8312), titled "Affiliation Between the Regents of the University of California and the City of Oxnard" for a period of five years.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/PYzG1ch7ieE>

BACKGROUND

In 2019, The City of Oxnard entered an affiliation agreement with the University of California Los Angeles (UCLA) with the intention of providing access to paramedic clinical internship opportunities. To date, the program has been very successful in creating much-needed clinical experience opportunities for both internal fire department and local external students.

The Oxnard Fire Department seeks to continue our agreement with the UCLA Center for Prehospital Care. Through this agreement, the Oxnard Fire Department has the ability to host and train paramedic students as they complete their final capstone internships.

DISCUSSION

Title 22, Division 9, Chapter 4 sec 100153 of the California Health and Safety Code defines the regulatory requirements for the internship of students attending any California paramedic school. This section stipulates that:

"Approved paramedic training program shall enter into a written agreement with a paramedic service provider(s) to provide for field internship, as well as for a field preceptor(s) to directly supervise, instruct, and evaluate the students. The assignment of a student to a field preceptor shall be a collaborative effort between the training program and the provider agency."

Through this agreement, the Fire Department is provided the opportunity to not only host interagency students attending the program but to provide field internship opportunities for other UCLA paramedic students. Many non-agency-sponsored UCLA paramedic students are local residents who struggle to find internship

opportunities at local agencies. This agreement serves to remove barriers many students face when forced to travel long distances, or pay substantial fees for internship seats, and expands the potential for these local students to train in the communities they live in and will eventually serve.

Training is provided by existing Oxnard Fire paramedic preceptors who already serve in a field training officer capacity. As an added benefit to this agreement, the UCLA Center for Prehospital Care will provide paramedic preceptor training to fire department paramedics as needed, free of charge. This, as well as other continuing education opportunities for fire department staff, are provided via this agreement with courses taught by UCLA's renowned Prehospital training staff.

This amendment extends the agreement terms for a period of five years to a new end date of March 30, 2031.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Jaime Villa, EMS Coordinator

ATTACHMENTS

1. First Amendment Affiliation Agreement
2. A-8312
3. Presentation

FIRST AMENDMENT TO
AFFILIATION AGREEMENT

THIS FIRST AMENDMENT (“AMENDMENT”) is made and entered into by and between The Regents of the University of California, on behalf of its UCLA Center for Prehospital Care (“PROGRAM”) and the CITY OF OXNARD, an emergency medical services provider (“AFFILIATE”) with reference to the following:

- A. On March 30, 2021, PROGRAM and AFFILIATE entered into an Affiliation Agreement ("Agreement") under which PROGRAM TRAINEES obtain clinical experience at AFFILIATE’s facilities.
- B. The parties desire to extend the term of the Agreement by this Amendment.

NOW, THEREFORE, it is mutually agreed to by and between the parties, as follows:

- 1. Section IV of the Agreement is hereby amended to extend the term of the Agreement for five (5) years through March 30, 2031.
- 2. The first sentence of Section VI.B.2. is revised to read:

“General Liability Self-Insurance Program with a limit of one million dollars (\$1,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000).”
- 3. Under Section XIII. Notices, regarding PROGRAM’s addresses for notifications, the address for PROGRAM is deleted and replaced with the following:

“TO PROGRAM:
Contracts Manager
1100 Glendon Ave, Suite 1400
Los Angeles, CA 90024”
- 4. All other terms and conditions of the Agreement shall remain unchanged, and except as expressly modified by this Amendment, the Agreement shall remain in full force and effect.
- 5. This Amendment may be executed by the parties in any number of separate counterparts, taken together which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of March 31, 2026.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
ON BEHALF OF ITS UCLA CENTER FOR PREHOSPITAL CARE
("PROGRAM")

By: _____

Name: Steven M. Dubinett, MD

Title: Dean, David Geffen School of Medicine

Date: _____

CITY OF OXNARD
("AFFILIATE")

By: _____

Name: Luis A. Mc Arthur

Title: Mayor

Date: _____

Attest:

By: _____

Name: Lourdes A. López

Title: City Clerk

Date: _____

Approved As To Form:

By: _____

Name: Stephen M. Fischer

Title: City Attorney

Date: _____

AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
CITY OF OXNARD

THIS AFFILIATION AGREEMENT is made and entered into this 30th day of March, 2021, by and between The Regents of the University of California, a Constitutional corporation, on behalf of the University of California, UCLA Center for Prehospital Care Paramedic Education Program (“PROGRAM”) and City of Oxnard an emergency medical services provider (“AFFILIATE”), with reference to the following facts:

WITNESSETH:

WHEREAS, PROGRAM conducts training and instruction programs for students leading to certification and licensure as EMT – Paramedics (hereinafter collectively referred to as “INTERNS”) and desires access to opportunities in which INTERNS can obtain broader clinical learning experiences; and

WHEREAS, the licensing and certification rules and regulations for EMT – Paramedics as established by the Los Angeles County Department of Health Services EMS Agency (“DHS”) requires INTERNS to complete a course of study that includes a clinical experience in a field internship setting; and

WHEREAS, AFFILIATE maintains facilities which can be used to furnish clinical experience to INTERNS and is an approved emergency medical services provider, and AFFILIATE desires to have their facilities so used; and

WHEREAS, it is in the mutual interest and benefit of the parties that INTERNS obtain their clinical experience at AFFILIATE'S facilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

I. RESPONSIBILITIES OF PROGRAM. PROGRAM agrees that it shall:

A. Establish the educational goals and objectives of the paramedic education program in a manner consistent with the standards and requirements set forth by DHS and other applicable agencies. Such goals and objectives shall reflect PROGRAM'S commitment to providing education and training programs to INTERNS.

B. Designate a member of PROGRAM'S staff to provide coordination, oversight and direction of INTERNS' educational activities and assignments during the field internship with AFFILIATE. Such person shall be the Program Director and shall also act as liaison with AFFILIATE.



C. Provide each INTERN with a pre-assignment health assessment, which shall include a history of immunizations, proof of Hepatitis B vaccination or immunization, proof of MMR vaccination, and proof of negative TB test.

D. Educate INTERN regarding compliance with all required OSHA regulations including, but not limited to, Blood-borne Pathogen Standards.

E. Furnish each INTERN with a clinical experience manual or materials that describe the goals, policies, and procedures of the PROGRAM. AFFILIATE shall have the opportunity to review and comment on these materials.

F. Develop and implement a mechanism for determining evaluation of the performance of INTERN to include, where appropriate, input from AFFILIATE.

G. Maintain records and reports concerning the education of INTERNS, which shall include the INTERN'S licensure/certification, pre-assignment health assessment record, and history of immunizations.

H. Require assigned INTERN to:

1. Comply with AFFILIATE'S applicable policies, procedures and guidelines, and applicable state and federal laws and regulations, including those concerning the confidentiality of patient care and patient care records; and

2. Have all required personal protective equipment including, but not limited to, safety goggles, particulate respirators, and an appropriate uniform.

II. RESPONSIBILITIES OF AFFILIATE. AFFILIATE agrees that it shall:

A. Maintain adequate staff and equipment to meet the educational goals and objectives of the PROGRAM in a manner consistent with the standards and requirements established by PROGRAM and DHS.

B. Assign each INTERN a preceptor with appropriate training and experience to supervise the INTERN during each clinical assignment. The preceptor shall monitor the INTERN'S progress and evaluate the INTERN at the end of each shift on forms provided by the PROGRAM.

C. Designate, after consultation with PROGRAM, a person to coordinate INTERNS' schedules and activities while working with AFFILIATE. Such person shall be the Program Coordinator and shall act as liaison with PROGRAM. The name of AFFILIATE'S Program Coordinator shall be provided to PROGRAM'S Program Director.

D. Implement schedules for INTERNS in conjunction with the Program Director and in accordance with PROGRAM'S educational goals and objectives. AFFILIATE shall determine the number of INTERNS permitted to rotate through the field internship. AFFILIATE must

ensure that INTERNS are provided appropriate supervision. INTERNS are not to be used to replace staff of AFFILIATE and AFFILIATE is ultimately responsible for patient care.

E. Protect the health and safety of INTERNS on rotation with AFFILIATE by providing each INTERN with the following:

1. A brief orientation of the clinical area where INTERN will be working, and information about AFFILIATE'S security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;

2. Instruction in AFFILIATE'S policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in AFFILIATE'S protocols for on-the-job injuries including those resulting from needle stick injuries and other exposures to blood or bodily fluids or airborne contaminants;

3. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of INTERN in the event of a needle stick injury to or other exposure of INTERN to blood or bodily fluids or airborne contaminants; and

4. Access to any of AFFILIATE'S applicable reference materials.

F. Maintain its approval as an emergency medical service provider and comply with all applicable laws, regulations, and DHS requirements. AFFILIATE shall notify PROGRAM within five days of receipt of notice that AFFILIATE is not in compliance with any such laws, regulations, or DHS requirements.

G. Permit inspection of its clinical and related facilities by the Program Director or other UCLA faculty and staff to evaluate INTERNS' performance.

H. With respect to any professional services performed by INTERNS under this Agreement, AFFILIATE agrees to inform PROGRAM and its Program Director as follows:

1. Immediately upon initiation of an investigation into the conduct of an INTERN;

2. Within five days after receipt of service of a complaint, summons or notice of a claim naming an INTERN; or

3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which an INTERN has been named or in which a settlement is being proposed on their behalf.

III. DISCRIMINATION - PROHIBITION.

PROGRAM and AFFILIATE agree not to discriminate in the selection or acceptance of any INTERN pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, mental or physical disability, age, veteran's status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law or PROGRAM policy.

IV. TERM.

The term of this Agreement shall become effective March 30, 2021 and shall continue in effect for five (5) years, through March 30, 2026, or until earlier terminated.

V. TERMINATION.

Notwithstanding any other provision to the contrary, this Agreement may be terminated with or without cause at any time by either party upon thirty (30) days' prior written notice to the other party or upon completion of the INTERNS' rotation, whichever is greater.

VI. INSURANCE.

A. AFFILIATE, at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance or self-insure as follows:

1. Professional Medical Liability Insurance with financially-sound and reputable companies with limits of two million dollars (\$2,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then the AFFILIATE shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of five hundred thousand dollars (\$500,000) per occurrence and a general aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Insurance in a form and amount covering AFFILIATE'S full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Business Automobile Liability insurance with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence, if such automobile insurance is not included as part of the AFFILIATE'S General Liability coverage.

5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section VI.A.1 and 2 shall not in any way limit the liability of AFFILIATE. It shall also be understood that the INTERNS are not employees of AFFILIATE or PROGRAM and that the Workers' Compensation coverage described in Section VI.A.3 shall not apply to INTERNS.

The coverage referred to under paragraph 2 of this Section VI.A. shall be endorsed to include PROGRAM as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of AFFILIATE, its officers, agents, and/or employees. AFFILIATE, upon the execution of this Agreement, shall furnish PROGRAM with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to PROGRAM of any modification, change or cancellation of any of the above insurance coverages.

B. PROGRAM shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. Professional Medical and Hospital Liability self-insurance with limits of two million dollars (\$2,000,000) per occurrence, with a general aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then the AFFILIATE shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. General Liability Self-Insurance Program with a limit of five hundred thousand dollars (\$500,000) per occurrence and a general aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Self-Insurance Program covering PROGRAM'S full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section VI.B.1 and 2 shall not in any way limit the liability of PROGRAM.

The coverages referred to under paragraph 2 of this Section VI.B. shall include AFFILIATE as an insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of PROGRAM, its officers, agents, INTERNS, and/or employees. PROGRAM, upon the execution of this Agreement, shall furnish AFFILIATE with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to AFFILIATE of any modification, change or cancellation of any of the above self-insurance coverages.

VII. INDEMNIFICATION.

A. AFFILIATE shall defend, indemnify and hold PROGRAM, its officers, employees, agents, and INTERNS harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AFFILIATE, its officers, employees, or agents.

B. PROGRAM shall defend, indemnify and hold AFFILIATE, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PROGRAM, its officers, employees, agents, or INTERNS.

VIII. COOPERATION IN DISPOSITION OF CLAIMS.

AFFILIATE and PROGRAM agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, and defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available. PROGRAM shall be responsible for discipline of INTERNS in accordance with PROGRAM'S applicable policies and procedures.

To the extent allowed by law, AFFILIATE and PROGRAM shall have reasonable and timely access to the medical records, charts, and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either AFFILIATE or PROGRAM to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

IX. PATIENT RECORDS.

Any and all of AFFILIATE'S medical records and charts created at AFFILIATE'S facilities as a result of performance under this Agreement shall be and shall remain the property of AFFILIATE. PROGRAM shall instruct INTERNS they are required to maintain the confidentiality of patient medical records and information in accordance with AFFILIATE policies and procedures and applicable state and federal laws and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA").

X. INTERRUPTION OF SERVICE.

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

XI. ASSIGNMENT.

Neither AFFILIATE nor PROGRAM shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

XII. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XIII. WAIVER.

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XIV. EXHIBITS.

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

XV. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. AFFILIATE and PROGRAM agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority and the amendment does not materially affect the provisions of this Agreement.

XVI. USE OF NAME.

Neither party shall use the name, logo, symbols, or marks of the other, including the names the Regents of the University of California, UCLA, or the University of California, or similar references to the same, without the prior written consent of an authorized representative of the other party, and in accordance with applicable law including California Education Code Section 92000.

XI. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XII. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of California.

XIII. NOTICES.

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO PROGRAM: Todd LeGassick
 Executive Director
 UCLA Center for Prehospital Care
 10990 Wilshire Blvd., Suite 1450
 Los Angeles, CA 90024

TO AFFILIATE: Jaime Villa
 EMS Coordinator
 City of Oxnard, Fire Department
 360 West Second Street
 Oxnard, CA 93030

[Signatures on next page]

The parties have executed this Agreement as set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Signature: _____

By: _____

Title: _____

Date: _____

CITY OF OXNARD

Signature: *John C. Zaragoza*

By: John C. Zaragoza

Title: Mayor

Date: 3/30/2021

ATTEST:

Signature: *R. Chaparro*

By: Rose Chaparro

Title: City Clerk

Date: 3/30/21

APPROVED AS TO FORM:

Signature: DocuSigned by: *Jason Zaragoza*
38EAC838E8E3449...

By: Stephen M. Fischer

Title: Attorney

Date: 3/29/2021 | 10:15 AM PDT



The parties have executed this Agreement as set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

CITY OF OXNARD

Signature: _____ *Kelsey C. Martin* _____

Signature: _____

By: Kelsey C. Martin

By: John C. Zaragoza

Title: Dean, School of Medicine

Title: Mayor

Date: 3/30/2021

Date: _____

ATTEST:

Signature: _____

By: Rose Chaparro

Title: City Clerk

Date: _____

APPROVED AS TO FORM:

Signature: _____

By: Stephen M. Fischer

Title: Attorney

Date: _____

Affiliation Agreement with The Regents of the University of California for a Prehospital Care Program - Affiliation Agreement First Amendment

Community Services, Public Safety, Housing & Development Committee
May 12, 2026

Alex Hamilton, Fire Chief
Fire Department

The Community Services, Public Safety, Housing & Development Committee recommends that:

The City Council approve a First Amendment to Paramedic Internship Agreement (A-8312), titled “Affiliation Between the Regents of the University of California and the City of Oxnard” for a period of five years.



- In 2019, The City of Oxnard entered an affiliation agreement with the University of California Los Angeles (UCLA) with the intention of providing access to paramedic clinical internship opportunities. To date, the program has been very successful in creating much-needed clinical experience opportunities for both internal fire department and local external students.
- The Oxnard Fire Department seeks to continue our agreement with the UCLA Center for Prehospital Care. Through this agreement, the Oxnard Fire Department has the ability to host and train paramedic students as they complete their final capstone internships.

Title 22, Division 9, Chapter 4 sec 100153 of the California Health and Safety Code defines the regulatory requirements for the internship of students attending any California paramedic school. This section stipulates that:

"Approved paramedic training program shall enter into a written agreement with a paramedic service provider(s) to provide for field internship, as well as for a field preceptor(s) to directly supervise, instruct, and evaluate the students. The assignment of a student to a field preceptor shall be a collaborative effort between the training program and the provider agency."

- Through this agreement, the Fire Department is provided the opportunity to host interagency students attending the program and provide field internship opportunities for other UCLA paramedic students.
- Many non-agency-sponsored UCLA paramedic students are local residents who struggle to find internship opportunities. This agreement serves to remove barriers many students face when forced to travel long distances, or pay substantial fees for internship seats, and expands the potential for these local students to train in the communities they live in and will eventually serve.

- Training is provided by existing Oxnard Fire paramedic preceptors who already serve in a field training officer capacity.
- As an added benefit to this agreement, the UCLA Center for Prehospital Care will provide paramedic preceptor training to fire department paramedics as needed, free of charge. This, as well as other continuing education opportunities for fire department staff, are provided via this agreement with courses taught by UCLA's renowned Prehospital training staff.
- This amendment extends the agreement terms for a period of five years to a new end date of March 30, 2031.

There is no financial impact.





QUESTIONS?



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

**REPORTS
AGENDA ITEM NO. D.2**

DATE: May 12, 2026
TO: Community Services, Public Safety, Housing & Development Committee
FROM: Brenda Lopez, Housing Director, (805) 385-8092, brenda.lopez@oxnard.org
SUBJECT: Oxnard Navigation Center Operating Agreement with Mercy House for Fiscal Year 2026-27.

RECOMMENDATION

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

1. Approve and authorize the Mayor to execute a one-year Agreement (No. 32700007), with four one-year options to extend, with Mercy House Living Centers, for the provision of shelter and navigation center operations in fiscal year 2026-2027, in an amount not-to-exceed \$3,235,242.56; and
2. Authorize the City Manager to execute any amendments to Agreement No. 32700007.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/X6QsXG2mSoM>

BACKGROUND

Since January 2019, the City of Oxnard has funded the operation of a 110-bed, twenty-four-hour shelter (“navigation center”), providing a safe place to sleep, respite from the elements, meals, and sanitation and related services for those experiencing homelessness. In June 2019, the City of Oxnard, in a joint effort with the County and City of Ventura, procured the non-profit Mercy House Living Centers (“Mercy House”) to manage the navigation center.

The navigation center was originally based at the former National Guard Armory at 351 S. K Street. In December of 2025, operations were relocated to 241 West Second Street. In addition to the navigation center, the new building, known as Casa de Carmen, includes 56 permanent supportive housing units.

Since 2022, the City of Oxnard and the County of Ventura have maintained a cost-sharing agreement, through which the County of Ventura contributes approximately half of the annual costs for operating the navigation center.

In January 2026, the City issued a Request for Proposals (RFP) to solicit proposals for the navigation center operations. Two proposals were received and evaluated—one from Mercy House and another from the National Health Foundation.

Mercy House’s proposal satisfies all of the threshold requirements outlined in the RFP. The proposed scope of services generally includes, providing a safe, secure, and dignified space where essential needs can be met for

vulnerable individuals experiencing unsheltered homelessness, and where stabilization and transitioning to permanent housing can be prioritized. Services provided include access to daily meals, hygiene facilities and transportation services.

DISCUSSION

Staff recommends executing a contract with Mercy House to operate the navigation center for Fiscal Year 2026-2027 (FY 26-27) with the option to renew the contract for an additional four one-year terms.

The proposed agreement includes performance measures and incentives for pay, as outlined in Exhibit A of the Agreement (Attachment 1).

For FY 26–27, the not-to-exceed amount for shelter operations is \$3,235,242.56. The operating costs for FY 26–27 will be paid under a cost-share agreement with the County of Ventura. As described below, the City and County cost-share are each \$1,617,621.28. The anticipated funding sources include:

Cost	Description	Funding Source
\$1,617,621.28	Navigation Center Operation Costs	City General Fund
\$1,617,621.28	Navigation Center Operation Costs	County
\$3,235,242.56	Total Amount	

Implementation of the cost-sharing agreement with the County has resulted in significant cost savings to the City. The FY 24-25 agreement had a not-to-exceed cap of \$4,066,990 that was fully funded by the City. The FY 25-26 operating budget was \$3,201,407.75 and through cost sharing with the County, the City’s portion was \$1,600,703.88 plus any costs associated with the rental of outdoor trailer facilities at the National Guard Armory location, which were approximately \$23,300 per month. Savings for FY26-27 will be primarily realized by discontinuing the need for the outdoor trailers.

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 the City’s diverse community, promote safe neighborhoods, encourage community engagement, and support our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The not to exceed cost of the Agreement for FY 26-27 is \$3,235,242.56. This amount will be funded as follows:

- Fiscal Year 26-27 City Proposed Budget to include \$1,617,621.28 obligation from the General Fund (101)
- County of Ventura anticipated funding of \$1,617,621.28 per A-8462.

For Finance Use Only:

\$1,617,621.28 — General Fund (Org. 1018103 Obj. 53200 Project #B2504)

Prepared by: Brenda Lopez, Housing Director

ATTACHMENTS

1. Attachment 1- Agreement No. 32700007
2. Attachment 2- Presentation

**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, the City issued a Request for Proposals (RFP), for Project seeking Professional Services to provide full-service, year-round emergency shelter programs; and

WHEREAS, Consultant submitted a proposal dated February 6, 2026 (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

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

WHEREAS, Consultant represents 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, Consultant is currently under contract to provide these services for the Oxnard Navigation Center emergency shelter, located at 241 West 2nd Street, Oxnard, California; 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, in light of the facts set forth above, the City desires to retain Consultant to provide full-service, year-round emergency shelter programs 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.

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 of the State of California, located at 203 N. Golden Circle, Santa Ana, CA 92705

4. TERM OF AGREEMENT: From: July 1, 2026 To: June 30, 2027

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, 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: \$3,235,242.56.

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-EE
- Exhibit D: Living Wage Policy

Exhibit E: 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: Brenda Lopez Title: 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 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 21st 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 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, the 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: Jacob Noonan, jacob.noonan@oxnard.org, 805-385-8016

Consultant is the designated operator of the year-round emergency shelter (“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 of Ventura (“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 shall operate and manage the day-to-day operations of the 110-bed shelter that will assist individuals experiencing homelessness. The shelter will be open 24/7, operate 365 days a year, and provide access to various programs and supportive services. The shelter operations shall not be faith-based but provide safe shelter, basic needs, and navigation services to move clients out of homelessness and into permanent housing opportunities as quickly as possible. Consultant agrees to provide the services stated in this scope of work and adhere to all reporting requirements outlined in the Agreement. Consultant is ultimately responsible for ensuring all deliverables are met directly by its staff or through its subcontractor(s).

A. Access to Shelter

The shelter will provide shelter for up to 110 individuals experiencing unsheltered homelessness. To decrease the impact on the surrounding area, access to bed availability will be handled through a reservation-based system, and no walk-ins will be permitted.

Consultant will provide on-site staff that will track daily bed inventory and have the ability to update the Homeless Management Information System (“HMIS”) and share such data with the City’s staff members and collaborating partners and/or organizations. The shelter operating staff will be required to enter into and maintain information detailing bed reservations and other relevant information pertaining to the accessibility of the shelter in HMIS. There will be 10 beds designated to prioritize referrals from the

Oxnard Policy Department and 4 beds designated to prioritize referrals from the Ventura County Sheriff's Homeless Liaison Unit.

B. Length of Stay

Although there will be no set maximum length of stay, Consultant will be consistent with national best practices and trends in ensuring that the goal will be to transition the client to permanent housing as soon as it is available. To accomplish this goal, Consultant is required to utilize the 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 justifications for extensions.

Auditing of Client Progress Past 180 Day Stay

The City and County reserve the right to audit the delivery of services if the number of extended stay clients exceeds 10 and if the case notes do not include a written justification for the extended stay and/or notes show a lack of progress efforts from the client or Consultant. An "extended stay" is defined as occupancy of over 180 days. The City will pull quarterly reports from HMIS to determine each client's length of stay and progress on housing plans for exiting to permanent housing. If City and/or County staff decide that an audit is appropriate, a request will be formally sent to the Consultant and must be responded to within 7 business days with all requested documentation. Extensions to submitting deliverables will be considered in written notification no later than 48 hours before the deadline. Extensions are not guaranteed, and the City reserves the right to deny the request. The Consultant would be prompted to make referrals to other programs and services as appropriate.

C. Sleeping Areas

The Consultant will ensure that all clients are assigned single beds and include proper bedding for the length of their stay. The Consultant will also ensure that the space will be divided to allow for separate sleeping areas for both men and women, with set aside beds for ADA accommodations for each gender area. A separate area will be made available to serve transgender populations and can also be used for individuals dealing with illness or other temporary special needs if beds are available.

D. Meals

The Consultant will be responsible for obtaining and providing balanced and nutritious meals and snacks to clients since the shelter location does not have a commercial kitchen on-site.

E. Hygiene Facilities

The hygiene facilities will be provided on-site to all clients. These will include restrooms, showers, and laundry facilities where clients are encouraged to do their own laundry to ensure a healthy shelter environment. The clients should be encouraged to use these

facilities as daily resources. The Consultant will provide toiletries to clients as needed and will ensure that accessible facilities are available on-site.

F. Transportation

As long as the Consultant maintains an operable shuttle for clients, the City and County will reimburse the 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.

The 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. For clients with limited mobility, the Consultant is expected to coordinate with Gold Coast Health Plan (Medi-Cal Managed Care Organization) to arrange non-emergency transport to medical appointments.

If these options are not available to the clients, the 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.

G. Security

The Consultant will implement and follow policies and procedures that promote utmost safety for clients, staff, volunteers, and the community. The Consultants will develop a security plan that will include:

- a. Assuring the safety of clients and operators;
- b. Procedures to remove any client with multiple shelter violations and procedures for screening for sex offenders, registered arsonists, and felons with open warrants;
- c. Procedures for securing entrances, performing security searches upon entrances and confiscation of harmful contraband (illegal or prohibited items) such as alcohol and drug paraphernalia;
- d. Training security personnel for around-the-clock indoor and outdoor coverage; and
- e. Security monitoring 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 policies on premises. The Consultant will develop an exit procedure for clients with shelter violations that include violence or criminal activity. The security staff or contracting services will ensure that the exit procedure will include escorting individuals off the property and ensuring that all exits from the program are well documented in HMIS and in quarterly reports to the City.

H. Health and Safety

The Consultant will commit to and understand the importance of maintaining a hygienic, sanitary environment for the well-being of clients, volunteers, and staff. The Consultant will maintain written, standardized housekeeping procedures, which will be designed for the safety of staff and clients and for a consistent, high standard of housekeeping. The Consultant will ensure that staff are trained in these procedures, will be monitored in the performance of the procedures, and will be evaluated on an ongoing basis in their effective use of the procedures. The Consultant should include these procedures in their operating manual which is available on-site at all times. The Consultant may contract outside janitorial staff to assist in the maintenance and cleaning of the facility and must place priority attention to bathrooms, showers, and eating areas. The kitchen and dining areas adhere to strict health standards of cleaning. The office spaces will be cleaned weekly or as needed by shelter staff. All shelter spaces will be cleaned using institutional-strength antibacterial products.

I. Supportive Services

The Consultant will ensure that each client is assigned to 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 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 CES in the County's HMIS.

Case Management

The Consultant will ensure that case management will be available daily or as necessary 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 needed to assist clients in reaching stabilization goals. The 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

The 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. The Consultant must include services that are aimed at housing stabilization, such as employment and finance, life skills, and legal support. Partnerships with local agencies and community partners are encouraged to reduce operational costs and improve efficiencies.

J. Target Goals/Expected Outcomes

The target goals and expected outcomes for the shelter will adhere to guidelines and expectations set forth by the U.S. Department of Housing and Urban Development’s Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2019 and the recently adopted Ventura County Homelessness Plan. Examples of performance goals to be included in an operating agreement include:

- a. Length of stay in shelter: target of 180 days or less;
- b. Exits to positive destinations: Facilitate exits to permanent housing or other positive destinations for at least 30% of clients;
- c. Housing Plans: Housing Plans will be developed for each shelter resident within 30 days of entering shelter;
- d. Occupancy Rate: maintain a minimum shelter occupancy rate of 90%; and
- e. Clients will be entered into CES within one week of entering the shelter.

The shelter should not be regarded as a singular program but should provide support to the City and the Ventura County Continuum of Care (VC CoC) in assisting to move the system towards a higher level of system performance. Information about the VC CoC System Performance Goals is available online <https://www.venturacoc.org>.

K. Admission Criteria and Procedures

Client Rules and Guidelines

The 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. The 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

A form of official identification is required to verify the client's identity. The case managers will assist clients in obtaining a California ID at no cost to the client.

Screening Requirements

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. The Consultant will vet all clients admitted into the shelter. If the Consultant identifies potential high-risk clients, they will contact the Oxnard Police Department for further screening.

Bed Reservation System

To minimize neighborhood impact, all clients seeking to access the shelter and services will do so through the designated intake and bed reservation hotline or a CES referral. The City of Oxnard Police Department is exempt from this requirement with respect to the 10 beds reserved for their use. The Ventura County Sheriff's Office is exempt from this requirement with respect to the 4 beds reserved for their use. The Consultant will be required to manage and update the daily designated system for capturing bed inventory, reservations, and vacancies. The Consultant will be required to update the number of available beds daily.

L. Grievance Procedures

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

M. Good Neighbor Policy

The potential 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. The Consultant will be fully committed to an appropriate customer service response and will consider resolving community complaints a high priority. The 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) and Homeless Liaison Officer/Homeless Services Provider meetings. The Consultant will also monitor and prevent issues of loitering, unauthorized parking of client vehicles in the neighborhood, abandoned property, shopping carts, and other blight.

N. Non-Discrimination Policy

The Consultant will adhere to a policy of non-discrimination, which will be stated in the operating policies and procedures manual. The 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. The 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.

O. 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. The Consultant must implement a strict confidentiality policy. The Consultant will follow these guidelines in the implementation of their policies:

- a. **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.
- b. **Disclosure to Other Agencies:** Consent in written form must be filed in the client's HMIS profile for the Consultant to release any information to outside or partner agencies. Agencies with authorized HMIS access may obtain client information without written consent but will not disclose any information to any agencies that do not have authorized HMIS access.
- c. **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.
- d. **Law Enforcement Agencies:** All requests for information regarding clients originating from law enforcement agencies should be referred to the Consultant acting in the legal department/services. Before any action is taken on any legal request, the Consultant's management or staff should contact their legal department/services to be advised on the boundaries of sharing information with law enforcement personnel.
- e. **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. The ROI form 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.

- f. **Abuse Reporting:** The Consultant will comply with all state and municipal laws requiring reporting to governmental agencies of instances of child abuse, domestic violence, and elder abuse. The Consultant will report any suspicion or evidence of child or adult abuse according to the law's requirements. All Consultant's staff will be considered mandatory reporters. The Consultant will train staff to submit incident reports that should be submitted to designated management staff as needed. The Consultant will also train all staff to spot signs of abuse and document and report it properly.
- g. **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. The Consultant will only use computers that are authorized and HMIS-compliant. No person without a username and password set up by the Consultant should have access to staff-only computers.

Exceptions to Confidentiality Policies

The 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.

P. Staff Hiring and Training

The Consultant must be an Equal Opportunity Employer. A copy of its applicable Equal Opportunity and Affirmative Action Policy must be available in the Employee Handbook. The Consultant will approve all staff positions and commit to properly vetting new hires. The Consultant will use best practices to ensure that staff capacity to operate the shelter will be adequate to provide minimal interruptions in service.

The Consultant will actively recruit necessary staff through various employment networking sites and is highly encouraged to recruit through outreach events. The 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.

The Consultant will ensure that, upon hire, the new employee will sign an employment agreement form and be provided with a job description informational sheet for their records. An onboarding orientation program will be led by the 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.

The Consultant will also include training on evacuation in fire, earthquake, and chemical spill evacuation procedures when hired and will be required to retrain annually. The 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.

Q. Financial Policies

Funding Sources and Development Strategies

The Consultant will present a detailed budget, and document how additional funds, as necessary, will be raised to satisfy any funding shortfall. The Consultant's financial plan will include all costs of services, hiring, management of facilities, maintenance, and subcontracting. The Consultant will also demonstrate the ability to mitigate the cost and include a diverse funding stream outside 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.

Reporting and Billing Standards

The 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 21st of every month for the duration of the contract. 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. The Consultant will apply best practices to ensure that expenditures will not exceed the amount allocated for the fiscal year.

Consultant shall provide monthly and quarterly reporting in a format provided by the County to be completed by the Consultant so that goals can be assessed, including a quarterly Performance Report from the Homeless Management Information System.

R. Performance-Based Outcomes Specific to Payment Structure

The City has implemented a performance-based outcome specific payment structure that includes the following performance goals for the Consultant, and will reduce the Consultant's invoice payment by five percent (5%) should fewer than four of the Performance Goals described below are attained.

Performance Goals and Metrics

Consultant agrees to operate the shelter in alignment with the following performance goals:

- a. Exists to Positive Destinations: Consultant shall facilitate exists to permanent housing or other positive destinations for at least 30% of shelter residents.
- b. Housing Plans: Consultant shall develop housing plans for each shelter resident within 30 days of entering the shelter, for those that stay at least 30 days.
- c. Length of Stay: Consultant shall ensure an average length of stay of 180 days or less for non-permanent supportive housing (non-PSH) eligible clients entering the facility on or after July 1, 2025.
- d. Occupancy Rate: Consultant shall maintain a minimum shelter occupancy rate of 90%. Consultant shall not be held responsible if Shelter occupancy rate falls below 90% as a result of vacancies in shelter beds reserved for referrals from the Ventura County Sheriff's Office.
- e. Enrollment in CES: Consultant will enter clients into the CES within one week of client entry into the shelter, for those that 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:

- a. Full payment (100%): Consultant will receive 100% of contracted payment upon achieving four of the five goals listed Performance Goals and Metrics.
- b. Reduce payment (95%): If 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 HMIS reports documenting their progress towards Performance Goals and Metrics and include the following metrics:

- a. Average length of stay for clients;
- b. Monthly average occupancy limit;
- c. Percentage of clients enrolled in CES;
- d. Percentage of clients with completed Housing Plans; and
- e. 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 Reduce Payment, as specified in Payment Incentive clause.

Force Majeure and Extraordinary Circumstances

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

Budget Narrative: Operating costs for FY 2026-27 will be financed by a combination of County funds and City of Oxnard General Fund.

Budget Category	Authorized Budget
Shelter Staff	\$1,939,658.24
Client Meals	\$555,075.00
Security Guards	\$154,760.00
Shelter Supplies	\$ 96,000.00
Animals/Veterinary	\$ 10,000.00
Client Services-Barrier Fund	\$10,000.00
Shuttle Fuel and Maintenance	\$12,000.00
Shelter Maintenance	\$36,000.00
Utilities/Trash	\$ 48,000.00
Insurance	\$ 70,000.00
Replacement Reserves	\$ 5,000.00
IT and Communication	\$ 5,000.00
Volunteer Expenses	\$ 1,000.00
Admin - Indirect Costs	\$292,749.32
Total Not to Exceed	\$3,235,242.56

Payment Terms:

Not to Exceed Shelter Operations Total	\$3,235,242.56
Advance (23.75% of contract)	\$768,370.00
Balance	\$2,466,872.55
Not-to exceed Monthly invoices based on Operations Budget divided by 12.	\$269,603.55**
Monthly invoices will include a monthly fixed credit for the City's share of invoice (to repay advance) based on Advance divided by 12.	\$64,030.83

**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. Should fewer than four of the five goals be met, City shall pay 95% of the invoice amount. Consultant shall invoice for actual expenses only. If actual expenses are less than the monthly not-to-exceed total the invoice shall reflect actual expenses. In no circumstances 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.

**INSURANCE REQUIREMENTS FOR VENDORS PROVIDING
HOMELESS SHELTER OPERATORS**

1. Vendor 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 sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 per occurrence 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. If the Commercial General Liability Insurance policy referenced in Section 1a. above is not endorsed to include affirmative coverage for sexual abuse or molestation, Vendor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

c. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per accident 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;"

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. Vendor 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-BB. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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

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

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

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

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 you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-EE.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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 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 <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER: Sexual Abuse or Molestation Liability				EACH OCCURRENCE \$1,000,000

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

CERTIFICATE HOLDER

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

EXHIBIT D

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

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 \$20.70 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, 2026**

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 D. While this Agreement is in effect, Consultant shall pay such employee no less than \$20.70 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2026, 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 E

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

IRAN CONTRACTING CERTIFICATION

**IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)**

Public Contract Code Sections 2202-2208

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

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

OPTION No.1 – CERTIFICATION

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

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION

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

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

OXNARD NAVIGATION CENTER OPERATING AGREEMENT WITH MERCY HOUSE FOR FISCAL YEAR 2026-27

Brenda Lopez, Director
Housing Department

Community Services, Public Safety, and Housing
& Development Committee
May 12, 2026

BACKGROUND

1. The City has funded a 110-bed, 24 hour shelter to provide a safe place to sleep, respite from the elements, meals, sanitation and related services for individuals experiencing homelessness since 2019.
2. The shelter was originally located at the former National Guard Armory, 351 S. K. Street.
3. In June 2019, the City, in a joint effort with the County and City of Ventura, procured Mercy House Living Centers (“Mercy House”) to manage the shelter and has continued since.
4. In December of 2025, shelter operations were relocated to Casa de Carmen, 241 West Second Street.
5. Casa de Carmen includes 56 permanent supportive housing units, in addition to the shelter (“Navigation Center”).

6. The City and County of Ventura entered into a cost share agreement in 2022 through which operating costs for the navigation center are jointly paid.
7. In January 2026, the City issued a Request for Proposals (RFP) to solicit proposals for the navigation center operations. Two proposals were received and evaluated—one from Mercy House and another from the National Health Foundation.
8. Mercy House’s proposal satisfies all of the threshold requirements outlined in the RFP.
9. The proposed scope of services includes, providing a safe, secure, and dignified space where essential needs can be met for vulnerable individuals experiencing unsheltered homelessness, and where stabilization and transitioning to permanent housing can be prioritized.
10. Services provided include access to daily meals, hygiene facilities and transportation services.

1. Staff recommends executing a contract with Mercy House to operate the navigation center for Fiscal Year 2026-2027 (FY 26-27) with the option to renew the contract for an additional four one-year terms.
2. The proposed agreement includes performance measures and incentives for pay.
3. For FY 26-27, the not-to-exceed amount for shelter operations is \$3,235,242.56. The cost will be paid under a cost-share agreement with the County of Ventura, the City and County cost-share are each \$1,617,621.28.
4. The anticipated funding source for the City' cost-share is General Fund.

5. Implementation of the cost-sharing agreement with the County has resulted in significant cost savings to the City.
6. The FY 24-25 agreement had a not-to-exceed cap of \$4,066,990 that was fully funded by the City.
7. The FY 25-26 operating budget was \$3,201,407.75 and through cost sharing with the County, the City's portion was \$1,600,703.88 plus any costs associated with the rental of outdoor trailer facilities at the National Guard Armory location, which were approximately \$23,300 per month.
8. Savings for FY26-27 will be primarily realized by discontinuing the need for the outdoor trailers.

RECOMMENDATION

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

1. Approve and authorize the Mayor to execute a one-year Agreement (No. 32700007), with four one-year options to extend, with Mercy House Living Centers, for the provision of shelter and navigation center operations in fiscal year 2026-2027, in an amount not-to-exceed \$3,235,242.56; and
2. Authorize the City Manager to execute any amendments to Agreement No. 32700007.



End of Presentation