

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the Library, 251 South "A" Street and the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.oxnard.org.



AMENDED AGENDA
(Item L-3 Amended; New Item N-2 Added)

OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street

July 10, 2018

Closed Session - 4:30 PM
Regular Meeting - 5:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. Public Employee Performance Evaluation

CC Title: City Manager

The City Attorney requested that this item be discussed in closed session under the Brown Act exception of Government Code section 54957(b)(1) (public employee performance evaluation).

D. OPENING CEREMONIES (5:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Oath of Office for City Manager Alexander Nguyen.

F. APPOINTMENT ITEM

Finance Department

1. SUBJECT: Corrective Action Plan Update. (15/10/10)

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

City of Oxnard internet address: www.oxnard.org.

RECOMMENDATION: That the City Council to receive and file an update on the City's adopted Corrective Action Plan (CAP), which concerns the 135 audit findings stemming primarily from the FY2015 annual audit.

Legislative Body: CC

Contact: Jim Throop

Phone: (805) 385-7475

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to three minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the thirty minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

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

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

J. REVIEW OF INFORMATION/CONSENT AGENDA

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

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

L. INFORMATION CONSENT AGENDA**City Attorney Department**

1. **SUBJECT:** Response to Grand Jury Report - Campaign Signs.

RECOMMENDATION: That City Council authorizes the Mayor, the City Clerk, and the City Attorney to respond, on behalf of the City Council, to the Grand Jury report titled "Campaign Signs" dated April 5, 2018, in the form included as Attachment A.

Legislative Body: CC Contact: Stephen M. Fischer Phone: (805) 385-7483

City Manager Department

2. **SUBJECT:** Agreements for City Council Review.

RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:

A. Tomahawk Strategic Solutions (8092-17-FI) to provide tactical emergency training services (\$13,500).

B. Granite Construction (Purchase Order No. 6924) for hot asphalt material for street pavement repair (\$200,000).

C. Vulcan Materials (Purchase Order No. 6912) for hot asphalt material for street pavement repair (\$50,000).

D. WBCP, Inc. (8198-18-CO) to close out City Manager Executive Recruiter contract (\$2,620).

Legislative Body: CC Contact: Alexander Nguyen Phone: 805-385-7430

Cultural and Community Service Department

3. **SUBJECT:** Cultural Arts Grants. **(AMENDED)**

RECOMMENDATION: That the City Council approve the disbursement of recommended grant awards from the Art in Public Places fund to Oxnard-based legacy and emerging organizations and Oxnard-based artists (emerging, mid-career and collaborative) named in Attachment A, as part of the 2018/19 Cultural Arts Grant program.

Legislative Body: CC Contact: Chelsea Reynolds Phone: 385-8165

Finance Department

4. **SUBJECT:** City of Oxnard General Fund Loan to LMD 31 Rancho De La Rosa.

RECOMMENDATION: That City Council approve and authorize:

1. The Mayor to execute Agreement No. A-8072 between the City of Oxnard and Landscape Maintenance District 31 – Rancho De La Rosa for a loan in the amount of \$45,000 plus 2.9% interest to fund the replacement of fencing at LMD 31 Rancho De La Rosa;

2. The obligation created by this Agreement as memorialized by the Promissory Note and the Chief Financial Officer is authorized to effectuate this loan;

3. A budget appropriation in the amount of \$45,000 to LMD 31 Rancho De La Rosa (Fund 157) for replacement of fencing (Fenceworks, Inc. 8242-18-FN).
Legislative Body: CC Contact: Jim Throop Phone: (805) 385-7475
5. SUBJECT: Annual Report on Development Impact Fees (AB1600).
RECOMMENDATION: To receive and file the annual development impact fee report (AB1600) to the City Council for the fiscal year ended June 30, 2017.
Legislative Body: CC Contact: Jim Throop Phone: (805) 385-7475

Fire Department

6. SUBJECT: Agreement Amendment Coastal Occupational Medical Group.
RECOMMENDATION: That City Council approve the first amendment to Agreement 7153-15-FI with Coastal Occupational Medical Group in the amount of \$300,000 for pre-employment and annual medical examinations as part of the Fire Department's Wellness Program and to provide consultation and treatment following communicable disease exposures.
Legislative Body: CC Contact: Darwin Base Phone: (805) 385-7700
7. SUBJECT: Agreement Amendment Performance Wellness.
RECOMMENDATION: That City Council approve the First Amendment to Agreement 7152-15-FI with Performance Wellness and Injury Prevention, Inc. in the not to exceed amount of \$280,000 for Fitness Services (quarterly and annual evaluations) as part of the Fire Department's Wellness/Fitness Program.
Legislative Body: CC Contact: Darwin Base Phone: (805) 385-7700
8. SUBJECT: Oxnard Fire Department to Offer Advanced Life Support Services.
RECOMMENDATION: That City Council:
1. Adopt a resolution authorizing the Oxnard Fire Department to participate in the Ventura County Emergency Medical Services Agency Advanced Life Support (ALS) System; and
2. Approve and authorize the City Manager to execute a three-year Agreement 8283-18-FI with Dr. Todd Larsen in the amount of \$121,290, not to exceed \$40,430 per year.
3. Approve and authorize the Mayor to execute Agreement A-8092 with Ventura County Emergency Medical Services Agency, a no-cost agreement, to allow Oxnard to participate in the County Emergency Medical Services system.
Legislative Body: CC Contact: Darwin Base Phone: (805) 385-7700

Police Department

9. SUBJECT: MOUs with School Districts.
RECOMMENDATION: That City Council approve and authorize the City Manager to execute the cost-sharing memoranda of understanding (MOU's) between the: Rio School District (RSD), Hueneme School District (HSD), Oxnard School District (OSD), and the Oxnard Union High School District (OUHSD) for the School Resource Officer (SRO) Program.
Legislative Body: CC Contact: Scott Whitney Phone: (805) 385-7624
10. SUBJECT: Response to Grand Jury Report Titled "Grand Jury Annual Detention Report."

RECOMMENDATION: That City Council authorizes the Mayor, the City Manager, and the Police Chief to respond, on behalf of the City Council, to the Grand Jury Report titled "Grand Jury Annual Detention Report" dated May 16, 2018, in the form included as Attachment B.

Legislative Body: CC

Contact: Scott Whitney

Phone: (805) 385-7624

Public Works Department

11. SUBJECT: Award Contract for Desalter Reverse Osmosis Membrane Procurement Project PW 18-25.

RECOMMENDATION: That City Council award and authorize the Mayor to execute Purchase Order No. 6788 in the amount of \$415,426 for the Desalter Reverse Osmosis Membrane Procurement Project PW 18-25 with Toray Membrane USA, Inc.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

12. SUBJECT: Approve the First Amendment to Agreement A-7929 with Univar USA, Inc.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute the First Amendment with Univar USA, Inc. for the increased cost per gallon for chemicals.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

13. SUBJECT: Hazard Mitigation Grant Program Application Resolution and Agreement.

RECOMMENDATION: That City Council:

1. Adopt a resolution authorizing the City Manager to submit applications up to \$15,030,000 in California Governor's Office of Emergency Services (Cal OES) grant funds; and

2. Award and authorize the Mayor to execute Agreement No. 8231-18-PW with M6 Consulting in the amount of \$175,000.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

14. SUBJECT: Purchase Order with Accent Wire for Supply and Delivery of Material Recovery Facility Baling Wire.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a purchase order with ADSG, Inc. dba Accent Wire-Tie, in an amount not to exceed \$400,000 for supply and delivery of baling wire for recyclables for a three year term, effective June 1, 2018, to May 31, 2021.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

15. SUBJECT: Utility Rate Assistance Program

RECOMMENDATION: That the City Council:

1. Receive an update on the first year of "Project Assist" that began July 1, 2017;

2. Approve the second year of the utilities rate assistance program called Project Assist, effective July 1, 2018, to assist low-income Oxnard residential customers, and authorize staff to grant financial relief equal to a \$10.00 credit for the monthly utility service charged to customers who meet the eligibility requirements discussed in Resolution No. 15,008, adopted by Council on April 25, 2017; and

3. Authorize staff to direct up to \$100,000 in Fiscal Year 2018-2019 from penalty fees charged to current customers who pay their bills late to fund Project Assist.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

M. PUBLIC HEARINGS**Development Services Department**

1. **SUBJECT:** Appeal of Planning Commission's Decision on Planning and Zoning Permit No. 17-400-04 (Coastal Development Permit); Beachfront Residence at 1125 Capri Way (APN191-0-091-045). (15/10/10)

RECOMMENDATION: That City Council adopt a resolution upholding the Planning Commission's approval of Planning and Zoning Permit No. 17-400-04 (Coastal Development Permit), subject to certain findings and conditions set forth in Planning Commission Resolution No. 2018-11.

Legislative Body: CC

Contact: Ashley Golden

Phone: (805) 385-7882

Housing Department

2. **SUBJECT:** Public Hearing 2013-17 Consolidated Plan (Extending the Plan for an Additional Two Plan Years, 2018 and 2019); FY2018-19 CDBG, HOME, and ESG Annual Action Plan Funding Recommendations; and Amended Citizens' Participation Plan. (10/20/15)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing to consider public testimony regarding project funding recommendations for use of entitlement grant funds;
2. Approve the 2018 Annual Action Plan (AAP) with final recommended use of funds for the three entitlement grants, Community Development Block Grant (CDBG), Home Investments Partnership (HOME) grant and the Homeless Emergency Solutions Grant (HESG);
3. Approve the 2nd amendment to the 2013-17 Consolidated Plan (ConPlan), extending the plan for an Additional Two Plan Years, 2018 and 2019);
4. Approve an Amended Citizens' Participation Plan (CPP);
5. Authorize the City Manager to make any changes to the AAP, Consolidated Plan, and amended CPP, as directed by the City Council, including amending any budget appropriations approved by the City Council and requiring amendment to reflect the additional federal funding received.
6. Authorize the City Manager to execute the required applications, certifications, and other pertinent documents for the submission of the ConPlan and AAP to the U.S. Department of Housing and Urban Development (HUD);
7. Authorize the City Manager to execute HUD agreements and sign all agreements for the implementation of the ConPlan and AAP including subrecipients, interdepartmental, and intradepartmental agreements.

Legislative Body: CC

Contact: Arturo Casillas

Phone: (805) 385-8094

N. REPORTSPolice Department

1. SUBJECT: 2018/2019 Agreement with Ventura County Animal Services (VCAS) for Sheltering of Animals (5/10/5)

RECOMMENDATION: That City Council:

1. Receive a report from staff on animal safety services within the City.
2. Approve and authorize the Mayor to execute a one year-agreement A-8082 with the County of Ventura's Public Health Agency for animal sheltering services, in an amount not to exceed \$1,948,039.12 for Fiscal Year 2018-2019.

Legislative Body: CC

Contact: Scott Whitney

Phone: (805) 385-7624

Fire Department

2. SUBJECT: Purchase of Two (2) Fire Engines (5/5/5) **(NEW ITEM)**

RECOMMENDATION: That City Council approves and authorizes the Mayor to execute a purchase order (Requisition #3999) in the amount of \$1,360,900.43 for the purchase of two (2) fire engines from South Coast Fire Equipment.

Legislative Body: CC

Contact: Darwin Base

Phone: (805) 385-7700

O. ADJOURNMENT

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**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Appointment
Item**

AGENDA ITEM NO.: 1

DATE: July 10, 2018

TO: City Council

THROUGH: Alexander Nguyen
City Manager

FROM: Jim Throop
Chief Financial Officer

Jim Throop

SUBJECT: Corrective Action Plan Update. (15/10/10)

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, (805) 385-7475

RECOMMENDATION:

That the City Council to receive and file an update on the City's adopted Corrective Action Plan (CAP), which concerns the 135 audit findings stemming primarily from the FY2015 annual audit.

BACKGROUND

The City's annual audit for FY 2014-15 produced 111 single-audit findings. These findings were primarily concerning the policies and procedures of the City. During the FY 2015-16 audit, there were an additional 5 audit findings. Lastly, for FY 2016-17, an additional 19 audit findings occurred, of these 8 were repeat findings from FY's 2014-15 and 2015-16 audits.

In order to correct these findings, the City is required to produce a Corrective Action Plan, or CAP. This plan must include all 135 findings, and the steps and timeline on when they will be corrected.

Since the FY 2014-15 audit, the City's Finance department has taken steps to cure these findings, but had not created the required CAP. In March 2018, the CAP was finalized and submitted to the State Controller's Office for final adoption.

(5:00 P.M. Appointment Item) Corrective Action Plan Update (15/10/10)

July 10, 2018

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This Corrective Action Plan was presented to the Fiscal Policy Task Force (FPTF) on June 13, 2018. The FPTF committee's comments included:

1. Mayor Flynn's deep concern regarding the challenges the Finance staff encounter and his request for further explanation to get a better understanding.
2. Mayor Flynn requested it be noted for the record "It is one thing to ask for a public record; it is another thing to ask questions and get answers to those questions."
3. Mayor Flynn and Councilman MacDonald support providing documents in regards to public records requests. They also agreed that generating or creating new reports or documents needs to stop.
4. Mayor Flynn stated to Mr. Nava that a remedy is needed for public records requests in order to improve the work environment and eliminate continuous work interruptions.
5. Mayor Flynn and Councilman MacDonald recommend that securing the Finance Department third floor become the first priority in creating a better working environment.
6. Mayor Flynn closed his comments by stating, "we want to do everything we can to help you correct the corrections and help you get your job done."

The Finance department will continue working on the cures for the findings and will report to Council every six months on the continued progress.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

Objective 1c. Develop written procedures to address Internal Control recommendations from Auditor.

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

FINANCIAL IMPACT

There is no financial impact with this item.

(5:00 P.M. Appointment Item) Corrective Action Plan Update (15/10/10)

July 10, 2018

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ATTACHMENTS:

Attachment A: CITY OF OXNARD - CAP-in-house copy finding by page

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings. Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

March 26, 2018

The Chief Financial Officer City of Oxnard respectfully submits the corrective action plan for the Single Audit findings for the fiscal year ended June 30, 2017. As required by federal regulations, the corrective action plan also includes a summary schedule of prior audit findings covering findings included in the Single Audit reports for Fiscal 2015 and 2016, also prepared by Eadie & Payne.

Name and address of independent public accounting firm:

Eadie & Payne

3880 Lemon St. Ste 300

Riverside, CA 92501

Audit period: Fiscal Year Ended June 30, 2017

Causes for delay in implementing corrective actions for 2015 and 2016 findings and filing Fiscal 2016 corrective action plan.

The City of Oxnard experienced significant challenges in implementing the recommendations of its independent auditor in the Fiscal 2015 and Fiscal 2016 Single Audit Report. A separate single Corrective Action Plan was first required by OMB's Uniform Guidance for Fiscal 2016, the first fiscal year starting after the Guidance became effective on December 26, 2014. A draft Corrective Action Plan for Fiscal 2016 was not filed before the March 31, 2017 deadline because of turnover in a key Finance Department management position. Rather than submit that draft the City is submitting this plan with current information on implementation status and planned corrective actions.

In many cases corrective action on the audit findings has been delayed beyond the dates identified in the City's initial response to findings. This section of the corrective action plan explains the primary reasons for delay rather than repeating this information in the text of each finding in the Fiscal 2017 Single Audit Corrective Action Plan.

Chronology – The new City Manager and City Council contracted for an organizational assessment of its Finance, Human Resources and Information Technology Departments and the City Manager's Office by consultants, Management Partners, Inc. and The Public Law Group, in the summer of 2014. That report, delivered in March, 2015, identified 128 recommendations to correct management and compliance deficiencies or weaknesses.

In January, 2015 the Chief Financial Officer retired, within six weeks the Controller left for a position in another City in Northern California and six weeks after that the most senior accountant retired. The

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings. Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

interim Deputy City Manager added the role of interim Chief Financial Officer to his responsibilities, supported by a Management Partners, Inc. consultant. A Financial Analyst filled in as the interim Controller until a new CFO and Controller started in August, 2015.

In December, 2015 the Chief Financial Officer left the position and a new Deputy City Manager assumed duties as the interim Chief Financial Officer until a new CFO started in June, 2016. Vacancies in a key budget position forced reprioritization of major finance projects. Within 7 weeks the new CFO was injured in an accident and was forced to resign from the position.

The Deputy City Manager reassumed the interim CFO duties, assisted by a consultant who joined the staff as the new CFO in November, 2016. Also, in November of 2016, two Assistant CFOs were hired as the City implemented recommendations to increase staffing in the Finance Department. In December, 2016 the Deputy City Manager left, taking a position in a Northern California city. By April, 2017 both new Assistant CFO's had left the City. In April, 2017 one Assistant CFO position was filled and in December, 2017 the City Manager left to take a position in a Northern California city.

Since the summer of 2015 the City has hired staff to increase staffing and to fill vacancies. In many cases new staff had relatively little municipal experience or training compared to the people who left for other positions. Clearly, turnover and lack of succession planning and the resulting loss of management continuity has had a big impact to the City's ability to make progress to correct the problems it faces. It is possible the difficulty of the challenges and the pressure to take corrective action quickly has worked against the City in recruiting and retaining the staff needed to do the work.

It should also be noted that the difficulty of obtaining support for the City's obsolete financial management software has resulted in significant efforts to produce ordinarily routine results. In addition, findings by consultants related to threats tied to the City's compliance objectives in several areas have required disproportionate resource commitments.

The City Council and public concern with consultant and auditor findings, coupled with controversy associated with utility rate increases required to assure compliance with bond covenants and the sustainability of utility infrastructure have also diverted management and staff attention. Necessary frequent reports and analysis divert resources from internal control corrective actions, policy development and system improvements.

The Finance Department has to manage development of an internal control integrated framework, implement corrective actions for audit findings, implement consultant recommendations in critical areas, support a large, complex City organization and plan for replacement of its obsolete software system. Consultants provide assistance in policy development but implementation, to be effective, must be done by City staff.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

The findings from the June 30, 2017 schedule of findings and questioned costs are discussed below.
The findings are numbered consistently with the numbers assigned in the schedule.

Respectfully,

Jim Throop
CFO
City of Oxnard

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

Fiscal 2017 Single Audit findings and corrective action plan.

2017-001 - Performance Reporting (NC/SD)

CFDA Title and Number: 14.218 - Community Development Block Grants

Name of Federal Agency: Department of Housing and Urban Development

Compliance/Internal Control over Compliance: Reporting

Criteria: 2 CFR Part 200, Appendix XI, Compliance Supplement 4-14.218 requires recipients that administer covered housing and community development assistance in excess of \$200,000 in a program year must submit HUD 60002, Section 3 Summary Report and SF-425 Federal Financial Report.

Condition: The City was unable to provide the auditors the HUD-60002 Form Annual Section 3 Hiring and Contracting Summary Report and SF-425 Federal Financial Report. Additionally, the City was unable to provide the auditors the following reports: HUD-4710 Form Semi-annual Labor Standards Enforcement Report, HUD-2516 Form Annual Minority Business Enterprise contract and Subcontract Activity, Quarterly performance updating in IDIS for CDBG activities, Annual Performance Report, and FY2016-17 Annual Action Plan.

Cause: Change in personnel responsibilities and staff turnover in the Housing Department coupled with a lack of formal procedures resulted in a failure of controls and compliance with the program requirement.

Effect or Potential Effect: The City is not in compliance with Federal requirements for the preparation and submission of the required reports. Ineffective controls to monitor program requirements could result in inaccurate information, increases the risk of noncompliance and exposes the City to the risk of loss of funding.

Questioned Cost: None

Context: During our testing, we noted that the City was required to prepare and submit the reports noted above. However, whether or not the reports were prepared or submitted, they could not be provided to the auditor.

Repeat of a Prior-Year Finding: 2016-001

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

Recommendation: The City should implement a process that will ensure that all required reports are submitted on a timely basis. Establish controls that require the review of reports by someone independent of the preparer. Ensure that all reports filed with oversight agencies are supported by proper records.

City's Response: The City concurs with the recommendation. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, and request reimbursement on a monthly basis. These procedures will also include review of reports that are prepared by outside consultants and maintain required documentation showing proof of performance reporting.

Corrective Action Plan: The CDBG Coordinator will review the report and maintain required documentation. The City plans to adopt implementing policies for Uniform Guidance Administrative Requirements and grant administration.

Planned Implementation Date: June 30, 2018

Responsible Person: Assistant CFO Deanne Purcell

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2017-002 - Reimbursement Requests (NC/SD)

CFDA Title and Number: 14.218 - Community Development Block Grants

Name of Federal Agency: Department of Housing and Urban Development

Compliance/Internal Control over Compliance: Cash Management

Criteria: 2 CFR Part 200 Appendix XI Compliance Supplement, Section 3.2.C. Cash Management requires that program costs must be paid for by the City before reimbursement is requested from the Federal government.

Condition: The City is requesting expenditure reimbursements in IDIS prior to remitting payments to subrecipients.

Cause: Drawdown procedures were not strictly enforced.

Effect or Potential Effect: Excess funds could be drawn down and not expended.

Questioned Cost: No

Context: During our testing, we found that 7 out of 30 drawdowns selected for testing were made prior to payments to the subrecipients totaling \$767,017.

Repeat of a Prior-Year Finding: No

Recommendation: The City should establish internal control to ensure that the persons responsible comply with the cash management compliance requirements of CDBG. The City should train employees and subrecipients about the requirements of the block grant program.

City's Response and Corrective Action Plan: The City concurs with the recommendation. Drawdown procedures that establish verification of expenditure payment as support for drawdown were implemented after FY 2016-17 audit. Periodic and year-end reconciliation procedures of allowable expenditures and vouchers' drawdown are now in effect.

Planned Implementation Date: June 30, 2018

Responsible Person: Grants Manager Roel Briones

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2017-003 - Compensation for Personal Services (NC/SD)

CFDA Title and Number: 14.218 - Community Development Block Grants

Name of Federal Agency: Department of Housing and Urban Development

Compliance/Internal Control over Compliance: Allowable Costs

Criteria: Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. Records must support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award 2 CFR 200.430(i) Standards for Documentation of Personnel Expenses, paragraph(1)(vii).

Condition: The City's payroll records did not accurately reflect the actual hours worked by employees whose salaries and wages are charged to CDBG. The City estimated payroll expenditures charged to the grant throughout the year. At year-end, the City adjusted the expenditures to reflect the actual hours for all employees paid with Federal awards.

Cause: The City processes payroll before the actual payroll period ends. As such, employees turn in their timesheets with estimated hours.

Effect or Potential Effect: Manual adjustments could potentially result in understatement or overstatement of expenditures reported in the Schedule of Expenditures of Federal Awards.

Questioned Cost: None

Context: In the current year, we tested four pay periods and found that this practice is continuing, despite the prior-year finding.

Repeat of a Prior-Year Finding: 2016-002

Recommendation: The City should establish policies and procedures to support a system of internal control which provides a reasonable assurance that the charges to Federal awards for salaries and benefits are accurate, allowable, and properly allocated.

City's Response: The City concurs with the recommendation. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, and request reimbursement on a monthly basis. These procedures will also include review of salaries and benefits charged to grant programs to ensure they are accurate, allowable, and properly allocated. The Grants Division of Housing will direct

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.

Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

grants management employees to record actual time on timesheets rather than create adjusting entries at year end. This procedure will take effect beginning in FY 2018-19.

Corrective Action Plan: The City plans to adopt policies implementing the Administrative Requirements of the Uniform Guidance.

Planned Implementation Date: June 30, 2018

Responsible Person: Assistant CFO Deanne Purcell

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2017-004 - Approval of CIP Expenditures (SD)

CFDA Title and Number: 14.218 - Community Development Block Grants

Name of Federal Agency: Department of Housing and Urban Development

Internal Control over Compliance: Activities Allowed or Unallowed

Criteria: 2 CFR 200.62 Internal control over compliance requirements for Federal awards require that entities implement a process so that transactions are executed in compliance with the requirements of Federal awards. It is the City's policy that all expenditures related to CDBG grant awards should be approved by Grants Management on the Request for Payment Against Encumbered Funds form prior to processing of payment.

Condition: The City does not strictly enforce the policy.

Cause: Approval procedures were not strictly enforced.

Effect or Potential Effect: Activities or costs that are not allowed or allowable could potentially be paid.

Questioned Cost: None

Context: We found seven payments for CIP expenditures out of 30 nonpayroll expenditures that did not have the approval from Grants Management on the Request for Payment Against Encumbered Funds form.

Repeat of a Prior-Year Finding: 2016-004

Recommendation: The City should strengthen its policies and procedures to ensure that Grants Management properly approves all expenditures that are to be paid with Federal awards.

City's Response: The City concurs with the recommendation. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, and request reimbursement on a monthly basis. These procedures will also include proper approval of all expenditures that are to be paid with grant awards.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

Corrective Action Plan: Finance is working with other departments to identify the project manager for each grant and train that person on proper review of expenditures. Workload and conflicting priorities have prevented staff from developing grant policies. The CFO has engaged consultants that will draft policies to implement controls establishing processes for providing reasonable assurance that reporting and compliance objectives are attained. Policies applying to nonstandard items and restricted funds will provide a process to convene persons with the knowledge, skills and experience to establish standards for accounting and reporting for each grant. The City will adopt policies intended to implement the administrative requirements of the Uniform Guidance.

Planned Implementation Date: June 30, 2018 for policies, ongoing for grant specific policies with all current grants completed by September 30, 2018.

Responsible Person: Assistant CFO Deanne Purcell

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2017-005 - Indirect Cost (SD)

CFDA Title and Number: 14.218 - Community Block Grants

Name of Federal Agency: Department of Housing and Urban Development

Internal Control over Compliance: Allowable Cost

Criteria: 2 CFR Part 200.414 requires that governmental entities support indirect costs with a cost allocation plan or an indirect cost proposal prepared in accordance with the Uniform Guidance. 2 CFR Part 200 Appendices III-VII contain the requirements for the development and submission of indirect cost rate proposals and cost allocation plans. A non-Federal entity that has never received a negotiated indirect cost rate, may elect to charge a de minimis rate of 10% of modified total direct costs.

Condition: The City does not have a cost allocation plan or an indirect cost proposal prepared in accordance with the Uniform Guidance. The City has not elected to use the 10% de minimis rate either. The City charged \$76,912 of indirect costs to Fund 285 based on a City cost allocation plan.

Cause: The Finance Department was not aware of the requirements of the Uniform Guidance with regards to indirect cost. The Finance Department allocated cost to the CDBG and posted the entry without consulting with the grants administrator.

Effect or Potential Effect: Any indirect costs charged to the CDBG program are not eligible for reimbursement.

Questioned Cost: None

Context: The Housing Department discovered the error and did not claim reimbursement for the amount. The amount was not included in the Schedule of Expenditures of Federal Awards.

Repeat of a Prior-Year Finding: 2015-060

Recommendation: The City should establish a cost allocation plan or an indirect cost proposal. Without a cost allocation plan or indirect cost proposal prepared in accordance with the Uniform Guidance, no indirect cost should be charged to Federal grants.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

City's Response: The City agrees with auditor's recommendation, but also, other limitations must be considered for each Federal grant. Generally, indirect costs may be subject to grant limits within allowable administrative costs and not be allowable as delivery costs.

Uniform Guidance requires that reconciliation of SEFA and General Ledger must be accomplished by concurring with department administering entitlement grants and Finance Dept.

Corrective Action Plan: The CFO has engaged consultants to assist in a cost allocation plan.

Planned Implementation Date: July 1, 2019

Responsible Person: CFO Jim Throop

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2017-006 - Source Documentation (SD)

CFDA Title and Number: 14.218 - Community Development Block Grants

Name of Federal Agency: Department of Housing and Urban Development

Internal Control over Compliance: Cash Management

Criteria: 24 CFR Part 570.506 (h) Each recipient shall establish and maintain sufficient financial records. Grantees shall maintain evidence to support how the CDBG funds provided are expended. Such documentation must include, to the extent applicable, invoices, schedules containing comparisons of budgeted amounts and actual expenditures, and/or other documentation appropriate to the nature of the activity. Grantee records pertaining to obligations, expenditures, and drawdowns must be able to relate financial transactions to either a specific origin year grant or to program income received during a specific program year.

Condition: The City is not drawing down according to expenditure supporting backup but rather an internal reconciliation tool. Therefore, there were discrepancies between expenditures and their corresponding drawdowns.

Cause: Reconciling procedures were not strictly enforced.

Effect or Potential Effect: Activities or costs that are allowed or allowable could potentially be overpaid or underpaid.

Questioned Cost: No

Context: During our testing of non-payroll expenditures, we found 18 out of 30 items selected for testing that did not reconcile to their corresponding drawdown.

Repeat of a Prior-Year Finding: No

Recommendation: The City should establish policies and procedures to ensure that Grants Management properly approves all drawdowns that are to be paid with Federal awards.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

City's Response: The City agrees with auditor's recommendation. Drawdown procedures that reconcile each drawdown with supporting expenditures will be implemented going forward.

Corrective Action Plan: Staff turnover, workload and conflicting priorities have delayed development and implementation of comprehensive grant policies. The City will develop and implement control policies to implement the administrative requirements of 2 CFR 200 (Uniform Guidance), including procedures for assuring that personnel costs are charged properly. The CFO has engaged consultants to assist staff in this effort.

Planned Implementation Date: June 30, 2018

Responsible Person: Accountant Chandra Crudup

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2017-007 - Schedule of Expenditures of Federal Awards (MW)

CFDA Title and Number: 16.922 - Equitable Sharing Program (Asset Seizure); various grants under the Department of Justice, Department of Homeland Security and Department of Transportation

Name of Federal Agency: Department of Justice, Department of Homeland Security and Department of Transportation

Internal Control over Compliance: Auditee Responsibilities

Criteria: CFR Part 200.508 Auditee Responsibilities state that the auditee must prepare the Schedule of Expenditures of Federal Awards, which must list individual Federal awards by Federal Agency, including the total Federal awards expended, name of pass-through entity, CFDA number, and total amount provided to subrecipients. The information contained in the Schedule of Expenditures of Federal Awards should be derived from and relate directly to the underlying accounting and other records used to prepare the financial statements.

Condition: The SEFA presented for audit did not include grants from Fund 230 for the Equitable Sharing Program (Asset Seizure) which resulted in an understatement of the SEFA by approximately \$181,000. Various State grants totaling \$576,572 were improperly included as Federal awards from the U.S. Department of Justice. A grant from the Department of Homeland Security amounting to \$14,000 and another grant from Department of Transportation amounting to \$251,000 were improperly included under Department of Justice. We also noted that three programs on the schedule had the incorrect CFDA number, three programs did not include a program title and the total amounts provided to subrecipients from each Federal program was not included. The expenditures reported on the Schedule of Expenditures of Federal Awards for CDBG and for grants awarded by the Department of Homeland Security did not agree with the amounts reported on the City's trial balance for Fund 285 and Fund 238, respectively.

Cause: City does not have effective internal control over the preparation of the Schedule of Expenditures of Federal Awards. The City did not reconcile the expenditures reported on the Schedule of Expenditures of Federal Awards with the amounts reported on the City's general ledger.

Effect or Potential Effect: Potential understatement or overstatement of expenditures could exist in the Schedule of Expenditures of Federal Awards and not be detected and corrected.

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

Questioned Cost: None

Context: The SEFA presented for audit was overstated by approximately \$396,000. The variance between the SEFA and the expenditures reported in Fund 285 and Fund 238 was approximately \$65,000. We noted a similar finding was issued in prior year and still not addressed.

Repeat of a Prior-Year Finding: 2016-003

Recommendation: We recommend that the City establish policies and procedures to ensure that all Federal awards are identified and reported accurately on the SEFA. Internal controls should be designed to prevent, detect, or correct errors in a timely manner. The City should establish policies and procedures to reconcile amounts reported on the Schedule of Expenditures of Federal Awards with expenditures in the City's general ledger. The City should provide appropriate training to staff who are assigned to prepare and review the SEFA.

City's Response: The City concurs with the recommendation. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, and request reimbursement on a monthly basis. These procedures will also include reconciliation of amounts reported on the SEFA with the City's trial balance.

Corrective Action Plan: Reconciliation procedures were implemented in practice. The grants coordinator in Finance is maintaining a listing of all grants in a format that contains all necessary information for completing the SEFA, and is responsible for reconciling the amounts to the GL.

Grant administration policies consistent with the Uniform Guidance will be adopted.

Planned Implementation Date for Grant Administration Policies: June 30, 2018

Responsible Person: Accountant Chandra Crudup

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2017-008 - Corrective Action Plan (NC)

CFDA Title and Number: 14.218 - Community Development Block Grants

Name of Federal Agency: Department of Housing and Urban Development

Internal Control over Compliance: Auditee Responsibilities

Criteria: 2 CFR 200.508 states that the auditee must follow-up and take corrective action on audit findings, including preparation of a corrective action plan. 2 CFR 200.511 requires that the auditee must prepare in a separate document a corrective action plan to address each audit finding included in the current year's auditor's reports.

Condition: The City did not prepare a separate corrective action plan to address the 2016 audit findings.

Cause: City staff was not aware that a separate document had to be prepared. The City provided a response to each audit finding within the Single Audit report; however, the response was less in scope than a corrective action plan.

Effect or Potential Effect: Noncompliance with Uniform Guidance requirement.

Questioned Cost: None

Context: The Single Audit for the year ended June 30, 2016 was the first year when the requirements of 2 CFR Part 200 Subpart F - Audit Requirements became effective for the City.

Repeat of a Prior-Year Finding: No

Recommendation: The City must prepare a corrective action plan to address each audit finding included in the current year as well as prior-years' audit reports. The corrective action plan must provide the names of contact persons responsible for corrective action, the corrective action planned, and the anticipated completion date.

City's Response and Corrective Action Plan: The City concurs with the recommendation. Finance staff is currently working with consultants that are assisting with the preparation of a corrective action plan to address each audit finding included in the current year as well as prior-years' audit reports. This

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
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corrective action plan will provide the names of the contact person responsible for corrective action, the corrective action planned, and the anticipated completion date.

Planned Implementation Date: March 31, 2018

Responsible Person: Assistant CFO Deanne Purcell

2017-009 - Accounting for Grants (MW)

Criteria: For grants based on a formula, a receivable and revenue/unavailable revenue should be recognized as soon as all eligibility requirements have been met. For expenditure-driven grants (reimbursement-type grants), a receivable and revenue/unavailable revenue should be recognized when both qualifying expenditures and compliance with contingent requirements such as matching funds, are met. Unavailable revenue is revenue of the current period that is not yet considered available to liquidate liabilities of the current period.

Condition: During our audit, we found errors in seven special revenue funds (grant funds) where receivables and revenue/unavailable revenue were misstated. We proposed an adjustment to these funds, the net effect of which was to decrease revenue by approximately \$950,000.

Cause: The Finance Department does not have appropriate procedures in place to ensure that receivables and revenue/unavailable revenue are properly recorded in the general ledger. Grant receivables and revenue/unavailable revenue were not tracked and reconciled to the general ledger periodically.

Effect or Potential Effect: Misstatement of grant receivables and revenue/unavailable revenue.

Repeat of a Prior-Year Finding: 2015-055, 2015-056 and 2015-057

Recommendation: The Finance Department should establish procedures to ensure that receivables and revenue/unavailable revenue are properly recorded in the general ledger on a timely basis and adherence to those procedures must be periodically reviewed by the appropriate level of management. Grant receivables and revenue/unavailable revenue should be tracked and reconciled to the general ledger monthly.

City's Response: The City concurs with the recommendation. Turnover, workload and training issues have delayed progress on development of policies and implementation of procedures for grants. A project to implement an internal control framework responsive to the City's single audit findings is underway. In addition, the grant accountant will be tracking and reviewing grant receivables on a regular basis and reconciling to the general ledger.

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.

Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

Corrective Action Plan: The City's consultants will develop Uniform Guidance implementing policies after completing implementing policies for the Internal Control Integrated Framework and providing assistance to Finance Staff in preparing the Fiscal 2017 Single Audit Corrective Action Plan.

Planned Implementation Date: June 30, 2018

Responsible Person: Assistant CFO Deanne Purcell

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2017-010 - Accounting for Notes Receivable (MW)

Criteria: Receivables should be recognized when a legally enforceable claim is established. The collectability of the receivables should be evaluated regularly and the allowance for doubtful accounts should be adjusted based on this evaluation. In the governmental funds, revenue that is not available in the current period should be deferred. The related accounts should be analyzed periodically and adjusted for accrued interest, receipt of payments, additional disbursements, and when the revenue becomes available.

Condition: During our audit, we noted that a prior-period adjustment was made to record loans disbursed in prior fiscal years, amounting to approximately \$4.8 million (\$3.0 million loans from the City, and \$1.7 million loans from the Successor Agency). The allowance for doubtful accounts was not evaluated and adjusted prior to the audit. Amounts were misclassified between deferred revenue and allowance for doubtful accounts in Fund 371.

Cause: The Finance Department does not have appropriate procedures in place to ensure that long-term receivables are properly recorded in the general ledger on a timely basis. There is no policy or procedure in place to evaluate collectability and adjust allowance for doubtful accounts appropriately. Other than during the audit, deferred revenue was not analyzed.

Effect or Potential Effect: Misstatement of receivables, allowance for doubtful accounts, and deferred revenue.

Repeat of a Prior-Year Finding: 2015-063, 2015-064 and 2015-067

Recommendation: Policies and procedures should be established to obtain all long-term agreements entered into by various departments and approved by the City Council. These agreements must be reviewed for proper accounting treatment by the appropriate level of management. Periodically, the related accounts should be analyzed and reconciled to the general ledger.

City's Response: The City concurs with the recommendation. Finance staff will train other departments to identify long-term agreements that have a financial impact and establish procedures for obtaining those agreements for review by Finance Department staff. Finance staff will also be trained on the

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
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review of minutes from City Council meetings for such agreements. Finance staff will analyze and review these accounts periodically and make any necessary adjustments.

Corrective Action Plan: Current processes and procedures will be reviewed and updated. Implementing policies for Uniform Guidance will include policies regarding monitoring grant transactions and balances.

Planned Implementation Date: June 30, 2018

Responsible Person: Assistant CFO Deanne Purcell

City of Oxnard, California

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Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2017-011 - Properties Held for Sale (MW)

Criteria: The City acts as the successor agency of the former RDA (CDC). The net position and activities of CDC are reported as a private purpose trust fund of the City. Therefore, the Finance Department is responsible for accounting for and reporting the fiduciary net position and activities of the CDC.

Condition: The Finance Department lacks internal control procedures over properties held by the CDC. The Finance Department did not have a complete list of properties held for sale by the CDC. It did not record the transfer of properties from the CDC to the City and it did not record the sale of one of the properties during the year.

Cause: The Finance Department does not have proper procedures in place to record transactions by the CDC completely and timely.

Effect or Potential Effect: Misstatement of fiduciary funds and City funds.

Repeat of a Prior-Year Finding: No.

Recommendation: The Finance Department should strengthen internal controls over the CDC transactions. This could be accomplished by assigning a liaison from the Finance Department to the CDC and improving communications between the two departments.

City's Response: The City concurs with the recommendation. The capital assets inventory and valuation was completed in FY 2016-17 and properties were valued and reconciled to the general ledger. The properties held for sale were inventoried and valued during the field work for the FY 2016-17 audit. The staff is now aware of what is to be accounted for under properties held for sale and is working closely with CDC to properly record any transactions, including additions and deletions due to sale of property that occur during the year. In addition, the CFO has engaged consultants to help with proper internal controls.

Corrective Action Plan: The City is developing policies for the Internal Control Integrated Framework and procedures for properties held by CDC and will work with the CDC on training and improving communication.

Planned Implementation Date: June 30, 2018

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Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

Responsible Person: Assistant CFO Deanne Purcell

2017-012 - Journal Entries (MW)

Criteria: Journal entries should be reviewed and approved by the Controller. All journal entries should be accompanied by full explanation and by reference to adequate supporting data.

Condition: We found a journal entry where the amounts did not agree with the supporting documentation, resulting in a misstatement of approximately \$600,000. Another journal entry improperly reversed the allowance for doubtful accounts related to a note receivable.

Cause: Because of the numerous journal entries posted during the year and especially at the close of the fiscal year, errors are not detected by the reviewer and; therefore, they are not corrected.

Effect or Potential Effect: Financial statements could be misstated due to incorrect journal entries.

Repeat of a Prior-Year Finding: 2015-013 and 2015-043

Recommendation: Strengthen procedures by utilizing journal entry templates for recurring entries. Recurring entries could be reviewed by an accounting manager and initialed by the Controller. Unusual entries should be reviewed by the controller and initialed by assistant CFO or the CFO.

City's Response: The City concurs with the recommendation. The HTE system is not easily configured for journal entries and requires a lot of manual processes. Journal entries require entry using an excel spreadsheet (template), review, approval and an additional entry or upload into the finance system. Normally, the Accounting Manager will review and the Controller will approve the journal entry, including supporting documentation. Journal entries and the supporting documentation have been improved, but need further work.

Corrective Action Plan: This area will be greatly improved with a new finance system, but in the meantime, we will review and update processes and procedures, including who should approve and review the journal entries.

Planned Implementation Date: June 30, 2018

Responsible Person: Controller Christine Williams

City of Oxnard, California

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Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2017-013 - Clearing Funds (SD)

Criteria: Clearing funds are used by the Finance Department to accumulate costs that are allocated to various funds or reimbursed by City Corps and Housing Authority. They are temporary in nature and should be "zeroed out" periodically. In addition, balances remaining in the account due to timing differences should be reconciled to subsequent disbursements.

Condition: Clearing fund #542 is used to record payroll and other payroll related expenditures, including pension, vacation sick-pay and other health related benefits at each pay-period. As expenditures are allocated to various City funds, the clearing fund should have a zero balance. At June 30, 2017, there are various balances remaining in 20 accounts that total approximately \$564,000 that have not been reviewed and reconciled for proper clearing.

Cause: The balances have accumulated over the years because, in the past, the Finance Department did not regularly review the postings in the clearing funds and no adjustments have been made to allocate or refund the remaining amounts to the various funds. Because the balances have carried forward from 4 years ago or more, it has become increasingly difficult to correct the errors.

Effect or Potential Effect: Misclassification of expenditures among funds. When balances remain in these funds, it means the General Fund has either overcharged/undercharged the other funds and/or has been over/under-reimbursed by City Corps or Housing Authority.

Repeat of a Prior-Year Finding: 2015-103

Recommendation: Spend more time to analyze the clearing fund balances and close-out clearing funds periodically, quarterly or at least annually.

City's Response and Corrective Action Plan: The City concurs with the recommendation. The CFO has engaged consultants to implement fundamental elements of the Internal Control Integrated Framework (ICIF) and to create policies for major transaction systems and for business processes to establish control standards. Those standards will include expectations for segregation of duties, assignment of authority and responsibility, reconciliation, information and communication and monitoring for persons with responsibility for systems of processes. Valuation and reporting presentation of related balance sheet accounts will also be covered. In the meantime, staff will be

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.

Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

assigned to spend time analyzing the clearing fund balance and make any necessary adjustments and continue this process going forward, quarterly or at least on an annual basis.

Planned Implementation Date:

ICIF implementing policies, including control activity standards: June 30, 2018

Control activity design and documentation: June 30, 2019

Responsible Person: Controller Christine Williams

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2017-014 - Accrued Receivables (SD)

Criteria: Accrued receivables are related to taxes, interest, and other sources of revenue that have not been billed. Accrued receivables and revenue/unavailable revenue should be recognized when an enforceable claim occurred.

Condition: During our audit, we noted several items totaling over \$1 million in receivables not recorded at the end of the fiscal year.

Cause: The procedures in place for accrued receivables is not sufficient to ensure that receivables and revenue/unavailable revenue are recorded in the appropriate accounting period.

Effect or Potential Effect: Misstatement of receivables, allowance for doubtful accounts, and revenue.

Repeat of a Prior-Year Finding: No.

Recommendation: The Finance Department should strengthen internal controls over the revenue cycle. This should include periodically evaluating the reasonableness of financial data (looking at the big picture or analytical review). The current financial data may be compared with prior periods or other available data in the current period, and the current financial data may be compared with expectations, such as budgets.

City's Response and Corrective Action Plan: The City concurs with the recommendation. The CFO has engaged consultants to implement policies and procedures that will include instruction for proper accounting, analysis and reconciliation of general ledger accounts, including accrued receivables. In addition, the Finance Department is currently working with finalizing templates that were created to ensure proper revenue variance analysis is completed prior to accounts receivable and revenue accruals. Procedures are being implemented to insure that no duplication of accruals occur.

Planned Implementation Date: June 30, 2018

Responsible Person: Assistant CFO Deanne Purcell

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2017-015 - Accrued Expenses (SD)

Criteria: At the end of every accounting period, there will be some vendor invoices that have not yet been approved for payment. As a result, these amounts will not have been entered into the accounts payable account (AP). These documents should be reviewed in order to determine whether a liability and an expense have actually been incurred by the City as part of the Finance Department's monthly cut-off procedures. When liabilities are identified, the amounts should be recorded as accrued expenses.

Condition: The Finance Department did not accrue expenditures totaling \$672,000.

Cause: The Finance Department's cut-off procedures to ensure expenditures are recorded in the appropriate accounting period was not adequate to detect significant errors.

Effect or Potential Effect: Understatement of accrued expenses and expenses.

Repeat of a Prior-Year Finding: No.

Recommendation: The Finance Department should strengthen internal controls over the expenditure cycle. Subsequent disbursements should be reviewed and evaluated thoroughly for accrual. There must be procedure in place to approve and record the accruals. In addition, the reasonableness of financial data (looking at the big picture or analytical review) should be periodically evaluated. The current financial data may be compared with prior periods or other available data in the current period, and the current financial data may be compared with expectations, such as budgets.

City's Response and Corrective Action Plan: The City concurs with the recommendation. The CFO has engaged consultants to implement policies and procedures that will include instruction for proper accounting, analysis and reconciliation of general ledger accounts, including accrued expenses. In addition, the Finance Department is currently working on 1) stricter deadlines for when the prior-year invoices need to be sent to Accounts Payable from the various City departments for request of payment, and 2) updating procedures for review of invoices in order to determine the proper accounting period/fiscal year that the invoice should be recorded.

Planned Implementation Date: June 30, 2018

Responsible Person: Assistant CFO Deanne Purcell

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2017-016 - Information Technology General Controls (SD)

Criteria: The City should establish and implement comprehensive data security controls to protect sensitive data, mitigate risks to confidentiality, and ensure the integrity and availability of data in the City's information systems.

Condition: We found the following deficiencies in data security controls:

1. There is no formal information security training provided to personnel.
2. There is no periodic review of user access to ensure that employee and contractor system access permissions remain appropriate based on job function.
3. There is no full disk encryption on laptops to ensure that data is appropriately protected in the event of a loss or theft of a laptop.
4. There are no enforced restrictions on the use of remote devices such as USB drives to remove data from the systems.
5. Access to certain secured areas is granted by use of a shared access code which is not changed on a regular basis. This presents the risk that the code is inappropriately shared and that access is not appropriately tracked.
6. There is no documented business continuity or disaster recovery plan. There is also no testing of disaster recovery and business continuity capabilities to help ensure the City is well prepared in the event of a significant business disruption.
7. There is no formal third-party vendor risk management program to ensure that key vendors are identified, their access is monitored and their controls are periodically evaluated. This would include reviewing SOC2 reports for critical vendors.
8. There is no activity logging of the system administrators with access to all system functionality.
9. Programmers have the ability to develop, test and implement their own changes. This presents the risk that unauthorized changes are implemented into the production environment.
10. No third-party security and vulnerability audits are conducted to monitor for attempted hacking of the system and to appropriately notify personnel in the event of a successful system hack.
11. Management has an informal process in place for removing system access for terminated employees. Documentation of the revocation of system access may not be available for audit purposes.

Cause: The City has not fully implemented the recommended actions as discussed in the Information Technology 4-year Master Plan Final Report issued in October 2015. The recommended actions to take place between 3 to 18 months period include completing disaster recovery and business continuity plans, enhanced backup and recovery processes, periodic testing, and implementation of a change management plan.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

Effect or Potential Effect: Identity theft, improper use of City assets, loss of information, incomplete official records.

Repeat of a Prior-Year Finding: No.

Recommendations:

1. Management should perform an information security awareness training during new employee onboarding and refresh annually.
2. Management should perform and document a review of system access permissions on at least an annual basis.
3. Management should consider encrypting all laptops used by employees.
4. Management should consider disabling USB ports or limiting the use of remote devices.
5. Management should consider implementing an access badge system for secured areas.
6. Management should document a formal business continuity and disaster recovery plan and perform testing of business continuity and IT disaster recovery capabilities.
7. Management should consider implementing a third-party vendor risk management program to evaluate and monitor key vendors.
8. Management should consider reviewing system administrator access privileges and logging their activity to help prevent unauthorized activity on the system.
9. Management should consider performing an independent review of changes on a periodic basis.
10. A third-party company providing managed security services should be considered for security audits to complete recurring vulnerability and penetration testing.
11. Management should formalize the process for revoking system access for terminated employees and retain evidence for audit.

City's Response and Corrective Action Plan:

1. There is no formal information security training provided to personnel.

The City concurs with certain recommendations and will implement the following controls:

New employees are currently required to review and sign the City's "Personnel Rules and Regulations Manual" with an emphasis on Section 18.4 (Use of Technology and Devices - Pages 110 & 111). In addition, before any employee is granted access to any City information technology system, they are required to complete and sign the City's Information Technology Access Request Form which acknowledges that the employee has received, read and understood the City's Administrative Manual sections B10, B11 and B12 regarding the City's Information Technology Policies.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

Corrective Action Plan: The current version of the City's "Personnel Rules and Regulations Manual" was adopted on July 18, 2017. IT will develop a Security Awareness training program that will be implemented by September 30, 2018 and refreshed annually.

Planned Implementation Date: September 30, 2018 and refreshed annually.

Responsible Person: IT Director, Keith Brooks

2. There is no periodic review of user access to ensure that employee and contractor system access permissions remain appropriate based on job function.

Corrective Action Plan: The City concurs with this recommendation and will implement the following controls: IT will prepare and distribute reports detailing users and system access to department managers for review and approval on an annual basis. IT will implement access request changes as authorized by those Department Managers. This will be met with IT Internal Self Audit # 1. The creation of professional industry recognized IT Internal Controls will require the City Council and City Manager continuing to place a high priority on the Corrective Action Plan by providing funding for needed consultant assistance. In addition, the City must fund and implement a modern Enterprise Resource Planning (ERP) system that incorporates full system level audit controls.

Planned Implementation Date: Self Audit's to begin on May 1, 2018 and will be conducted annually thereafter.

Responsible Person: IT Director, Keith Brooks

3. There is no full disk encryption on laptops to ensure that data is appropriately protected in the event of a loss or theft of a laptop.

The City concurs with the finding. However, newer cloud-based technology adopted by the City alleviates the requirement of both laptop and device-based encryption. For legacy systems currently in use, the Department will need additional funding to implement this additional internal control for specific laptops.

The cloud based technology in use is Google Enterprise applications. No email is stored on laptops, although some data may be in laptops by authorized individuals. All Laptops require password authentication for use.

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

Corrective Action Plan: The creation of professional industry recognized IT Internal Controls will require the City Council and City Manager continuing to place a high priority on the Corrective Action Plan by providing funding for needed consultant assistance. In addition, the City must fund and implement a modern Enterprise Resource Planning system that incorporates full system level audit controls.

Planned Implementation Date: Finance estimates December 31, 2019 for ERP implementation

Responsible Person: IT Director, Keith Brooks

E+P's Comment: The City's corrective action plan is not responsive to the finding.

4. There are no enforced restrictions on the use of remote devices such as USB drives to remove data from the systems.

The City concurs with the finding. However, USB ports are not the only data egress outlets in today's technological options; so this finding does not alleviate relevant security concerns.

Corrective Action Plan: The City must fund and implement a modern Enterprise Resource Planning system that incorporates full system level audit controls.

Planned Implementation Date: Finance estimates December 31, 2019 for ERP implementation

Responsible Person: IT Director, Keith Brooks

5. Access to certain secured areas is granted by use of a shared access code which is not changed on a regular basis. This presents the risk that the code is inappropriately shared and that access is not appropriately tracked.

The City concurs with the recommendation. Expanded deployment of our existing badge access control system is needed to secure all critical City facilities. IT would require additional resources to implement this solution.

Access to secured area is controlled with keypad combination locks. The code is available only to specific authorized users who have passed our security clearance background check. Entrance into the secured area is logged. The Internal Control documenting quarterly access code changes will be implemented along with quarterly reviews of Access Logs and authorized user access. This will be met with IT Internal Self Audits # 2, 3, and 7.

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings. Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

Corrective Action Plan: We do not have the ability to assign specific door codes by person. To achieve the recommendations, funding would be required to implement an access control system. It will be requested with this fiscal year's IT Budget.

Planned Implementation Date: Self Audit's to begin on May 1, 2018 and will be conducted quarterly thereafter. Completion dates for implementing an access control system pending based on available funding.

Responsible Person: IT Director, Keith Brooks

6. There is no documented business continuity or disaster recovery plan. There is also no testing of disaster recovery and business continuity capabilities to help ensure the City is well prepared in the event of a significant business disruption.

The City Concurs with the recommendation. Traditionally, a City's Business Continuity Plan is a part of the Risk Management Division which resides within the Human Resources Department. The IT Department will work under the lead of the Human Resources' Risk Management Division to complete the IT portions of a robust plan to mitigate risks to the City.

Corrective Action Plan: The City's Disaster Recovery plan for financial systems is in place and has been tested. IT will formalize the process for annual testing of our financial systems. All tests and results will be documented in our internal control documentation. This will be met with IT Internal Self Audits # 6.

Planned Implementation Date: Self Audit's to begin on May 1, 2018 and will be conducted annually thereafter for financial systems. The creation of professional industry recognized IT Internal Controls will require the City Council and City Manager continuing to place a high priority on the Corrective Action Plan by providing funding for needed consultant assistance.

Responsible Person: IT Director, Keith Brooks

7. There is no formal third party vendor risk management program to ensure that key vendors are identified, their access is monitored and their controls are periodically evaluated. This would include reviewing SOC2 reports for critical vendors.

The City concurs with this recommendation.

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

Corrective Action Plan: The creation of professional industry recognized IT Internal Controls will require the City Council and City Manager continuing to place a high priority on the Corrective Action Plan by providing funding for needed consultant assistance. In addition, the City must fund and implement a modern Enterprise Resource Planning system that incorporates full system level audit controls.

Planned Implementation Date: Dependent on funding.

Responsible Person: IT Director, Keith Brooks

8. There is no activity logging of the system administrators with access to all system functionality.

Corrective Action Plan: The City concurs with certain recommendations and will implement the following controls: Access privileges are reviewed and all access is logged. Internal control will be established to document review of these logs. As part of our internal controls IT will implement Change Management process and documentation for all production changes with evidence maintained as part of self-audit processes. This will be met with IT Internal Self Audits # 1 and 4.

Planned Implementation Date: Self Audit's to begin on May 1, 2018 and will be conducted quarterly thereafter. The creation of professional industry recognized IT Internal Controls will require the City Council and City Manager continuing to place a high priority on the Corrective Action Plan by providing funding for needed consultant assistance. In addition, the City must fund and implement a modern Enterprise Resource Planning system that incorporates full system level audit controls.

Responsible Person: IT Director, Keith Brooks

9. Programmers have the ability to develop, test and implement their own changes. This presents the risk that unauthorized changes are implemented into the production environment.

Corrective Action Plan: The City concurs with the finding. A formal Quality Assurance process was established last year as a function of the Help Desk Division. Most major changes are now evaluated and approved by this team prior to release. The creation of professional industry recognized IT Internal Controls will require the City Council and City Manager continuing to place a high priority on the Corrective Action Plan by providing funding for needed consultant assistance. In addition, the City must fund and implement a modern Enterprise Resource Planning system that incorporates full system level audit controls and includes separate test and production environments to allow testing of changes prior to release.

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings. Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

Implemented: IT Internal QA process began November 16, 2017. Finance estimates December 31, 2019 for ERP implementation.

Responsible Person: IT Director, Keith Brooks

10. A third-party company providing managed security services should be considered for security audits to complete recurring vulnerability and penetration testing.

Corrective Action Plan: To achieve the recommendations. Funding would be required to retain a third party company to provide managed security services and perform vulnerability and penetration testing. IT will be requesting this funding as part of the 2018-2019 budget.

Planned Completion Date: December 31, 2018. Dependent on funding.

Responsible Person: IT Director, Keith Brooks

11. Management has an informal process in place for removing system access for terminated employees. Documentation of the revocation of system access may not be available for audit purposes.

The City disagrees with the finding. A formal process is in place for removing and archiving data for specific employees who leave or transition to a different organizational unit in accordance with the City's retention schedule.

Yearly shared Google Sheets document all Personnel Changes, Onboarding, Offboarding, Departmental Change, and Office Relocations. This is collaborated on by HR and IT in lieu of these functions being present in an ERP system. These are documented under the City's Administrative Manual sections B10, B11 and B12 regarding the City's Information Technology Policies.

Corrective Action Plan: The creation of professional industry recognized IT Internal Controls will require the City Council and City Manager continuing to place a high priority on the Corrective Action Plan by providing funding for needed consultant assistance. In addition, the City must fund and implement a modern Enterprise Resource Planning system that incorporates full system level audit controls.

Planned Implementation Date: Manual process currently implemented. Automated process will be available in the new ERP system Finance estimates will be implemented December 31, 2019.

Responsible Person: IT Director, Keith Brooks

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2017-017 - Accounting for Developer Deposits (BP)

Criteria: Developer deposits should be recorded as a liability when collected. Refunds of deposits should be deducted from the liability. When a developer forfeits a deposit, the deposit amount should be recognized as revenue.

Condition: The Finance Department records deposits as revenues and refunds of deposits as expenses. The Finance Department does not track which developer made deposits, who is owed a refund, and if the refund was already made. Forfeitures are also not tracked.

Cause: There is no policy or procedure in place for the recording of developer deposits.

Effect or Potential Effect: Misstatement of revenue and expenses. Duplicate refunds may not be detected.

Repeat of a Prior-Year Finding: No.

Recommendation: The Finance Department should develop and implement appropriate policies and procedures for the accounting and tracking of developer deposits.

City's Response and Corrective Action Plan: The City concurs with the recommendation. The Finance Department has assigned a staff member to review the area of deposits. Included in this review will be developer deposits. The Finance Department will work on processes and procedures for recording deposits and more specific to the finding, developer deposits will be recorded as a liability when collected, refunds deducted from the liability and forfeits of a deposit recognized as revenue. The Finance Department will also look for a way to track these deposits by developer.

Planned Implementation Date: June 30, 2018

Responsible Person: Controller Christine Williams

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2017-018 - Employment Tax Recordkeeping (BP)

Criteria: All employers are required to keep all records of employment taxes, including Forms W-4, and Federal Withholding Allowance Certificate, for at least four years after filing the 4th quarter for the year. In addition, all employers must ensure proper completion of Form I-9, Employment Eligibility Verification, for each individual they hire.

Condition: Out of 50 employee files examined, we noted several W-4s and I-9s were missing. Upon further request, the HR department was able to produce all but one W-4.

Cause: There is no procedure in place to review employee files for completeness.

Effect or Potential Effect: Noncompliance with Federal regulation.

Repeat of a Prior-Year Finding: No.

Recommendation: The HR Department should ensure that the employee files are complete. If instances come up where forms cannot be located, client should get in contact with employee to get the forms completed.

City's Response and Corrective Action Plan: The City concurs with the recommendation. The Finance Department and HR Department will meet to review the current procedures and recordkeeping of employment taxes, including Forms W-4 and I-9. The City will follow the recommendation of the auditors that for segregation of duties, HR should maintain the employee file that includes Forms W-4 and I-9 and provide a copy to payroll.

Planned Implementation Date: June 30, 2018

Responsible Person: HR Director, Steve Naveau and Controller Christine Williams

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2017-019 - Interest Allocation (BP)

Criteria: The City pools all of its internal cash and investments, with each fund reporting its equity in the pool as an asset. When funds overdraw their equity in the pool, the overdrawn fund reports its position in the pool as a liability (due to other funds), and the General Fund reports a receivable (due from other funds). Interest and other investment income is allocated based on the funds' equity in the pool.

Condition: The Finance Department does not have a policy in place to allocate interest income to various funds during the year. Funds with a negative position (liability) were allocated negative interest income (interest expense).

Cause: The Finance Department does not have a policy in place to allocate interest income to various funds during the year.

Effect or Potential Effect: The allocation of interest income may be inconsistently applied.

Repeat of a Prior-Year Finding: No.

Recommendation: The Finance Department should establish and implement a policy to allocate interest income to various funds during the year.

City's Response and Corrective Action Plan: The City concurs with the recommendation. The Finance Department will be reviewing the interest allocation and will work on adhering to the recommendation of the auditors establishing and implementing a policy to allocate interest income to various funds during the year.

Planned Implementation Date: June 30, 2018

Responsible Person: Controller Christine Williams

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings. Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

For the reader's convenience the Uniform Guidance requirements for the corrective action plan are presented below.

Uniform Guidance 2 CFR 200

Sec. 200.511 Audit findings follow-up.

General. The auditee is responsible for follow-up and corrective action on all audit findings. As part of this responsibility, the auditee must prepare a summary schedule of prior audit findings. The auditee must also prepare a corrective action plan for current year audit findings. The summary schedule of prior audit findings and the corrective action plan must include the reference numbers the auditor assigns to audit findings under Sec. 200.516 Audit findings, paragraph (c). Since the summary schedule may include audit findings from multiple years, it must include the fiscal year in which the finding initially occurred. The corrective action plan and summary schedule of prior audit findings must include findings relating to the financial statements which are required to be reported in accordance with GAGAS.

Summary schedule of prior audit findings. The summary schedule of prior audit findings must report the status of all audit findings included in the prior audit's schedule of findings and questioned costs. The summary schedule must also include audit findings reported in the prior audit's summary schedule of prior audit findings except audit findings listed as corrected in accordance with paragraph (b)(1) of this section, or no longer valid or not warranting further action in accordance with paragraph (b)(3) of this section.

When audit findings were fully corrected, the summary schedule need only list the audit findings and state that corrective action was taken.

When audit findings were not corrected or were only partially corrected, the summary schedule must describe the reasons for the finding's recurrence and planned corrective action, and any partial corrective action taken. When corrective action taken is significantly different from corrective action previously reported in a corrective action plan or in the Federal agency's or pass-through entity's management decision, the summary schedule must provide an explanation.

When the auditee believes the audit findings are no longer valid or do not warrant further action, the reasons for this position must be described in the summary schedule. A valid reason for considering an audit finding as not warranting further action is that all of the following have occurred:

Two years have passed since the audit report in which the finding occurred was submitted to the FAC;

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings. Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

The Federal agency or pass-through entity is not currently following up with the auditee on the audit finding; and

A management decision was not issued.

Corrective action plan. At the completion of the audit, the auditee must prepare, in a document separate from the auditor's findings described in Sec. 200.516 Audit findings, a corrective action plan to address each audit finding included in the current year auditor's reports. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the auditee does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

Abbreviations – Abbreviations used in this corrective action plan are referenced below:

E+P – Eadie + Payne

EPF – Eadie + Payne Finding

EPR – Eadie + Payne Recommendation

COR – Initial City of Oxnard Response to Finding and Recommendation

CAP – Corrective Action Plan

MW – Material Weakness

SD – Significant Deficiency

BP – Best Practice

NC – Non-Compliance

ICIF - Internal Control Integrated Framework

COSO – Committee of Sponsoring Organizations of the Treadway Commission

GAO – Government Accountability Office

GASB – Governmental Accounting Standards Board

GAAP – Generally Accepted Accounting Principles

GAGAS – Generally Accepted Government Auditing Standards

SCO – State Controller’s Office

GFOA – Government Finance Officers Association of the United States and Canada

Other terms – Other terms used in the document:

Internal control - “Internal control is a process effected by the City Council, Management and Staff to provide reasonable assurance regarding the achievement of objectives relating to operations, reporting and compliance.” - COSO

Green Book – GAO’s 2014 publication Internal Control Standards for the Federal Government

Yellow Book – OMB’s GOVERNMENT AUDITING STANDARDS:

2011 Revision (Supersedes GAO-07-731G) [Reissued on January 20, 2012]

GAO-12-331G: Published: Dec 1, 2011. Publicly Released: Dec 1, 2011.

SCO Guidelines or Guidelines – 2015 California State Controller’s Office Internal Control Guidelines – Local Government Agencies

Uniform Guidance or Guidance – OMB regulations effective December 26, 2014 that replaced eight prior OMB Circulars:

2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Best Practices – Generally, best management practices, Specifically, GFOA Best Practices

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Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

Summary Schedule of prior audit findings

2016-001 - Performance Reporting (SD)

CFDA Title and Number: 14.218 - Community Development Block Grants

Name of Federal Agency: Department of Housing and Urban Development

Internal Control over Compliance: Section 3 Summary Reports

Criteria: 2 CFR Part 200, Appendix XI, Compliance Supplement requires recipients that administer covered housing and community development assistance in excess of \$200,000 in a program year must submit HUD 60002, Section 3 Summary Report.

Condition: The City hired an outside consultant to prepare the Section 3 Summary Report; however, this report was not reviewed prior to submission to Department of Housing of Urban Development. In addition, the City did not maintain documentation showing that the Section 3 Summary Report was submitted as required by the Compliance Supplement.

Cause: The City did not have proper procedures that required City staff to review the Section 3 Summary Report prepared by an outside consultant. There was no proper procedure to maintain documentation that the Section 3 Summary Report was submitted.

Effect or Potential Effect: Potential errors could exist and not be detected and corrected. Potential noncompliance with the reporting requirement.

Questioned Cost: None

Repeat of a Prior-Year Finding: No

Recommendation: The City should establish policies and procedures to review and approve Section 3 Summary Reports that are prepared by outside consultants and to maintain required documentation showing proof of performance reporting.

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

City's Response 2016: The City concurs with the recommendation. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, and request reimbursement on a monthly basis. These procedures will also include review of reports that are prepared by outside consultants and maintain required documentation showing proof of performance reporting.

City's Response 2017: The CDBG Coordinator will review the report and maintain required documentation. The City plans to adopt implementing policies for Uniform Guidance Administrative Requirements and grant administration.

Corrective Action Plan: The City plans to adopt implementing policies for Uniform Guidance Administrative Requirements and grant administration.

Planned Implementation Date: June 30, 2018

Responsible Person: Assistant CFO Deanne Purcell

E+P's Comment 2017: Not yet started. See also current year finding 2017-001.

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Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2016-002 - Compensation for Personal Services (SD)

CFDA Title and Number: 14.218 - Community Development Block Grants

Name of Federal Agency: Department of Housing and Urban Development

Internal Control over Compliance: Documentation for Salaries and Wages

Criteria: Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. Records must support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award (24 CFR Section 200.430 (h)(4)(v)).

Condition: The City's payroll records did not accurately reflect the actual hours worked by employees whose salaries and wages are charged to CDBG. The City estimated payroll expenditures charged to the grant throughout the year. At year-end, the City adjusted the expenditures to reflect the actual hours for all employees paid with Federal awards.

Cause: The City processes payroll before the actual payroll period ends. As such, employees turn in their timesheets with estimated hours.

Effect or Potential Effect: Manual adjustments could potentially result in understatement or overstatement of expenditures reported in the Schedule of Expenditures of Federal Awards.

Questioned Cost: None

Repeat of a Prior-Year Finding: No

Recommendation: The City should establish policies and procedures to support a system of internal control which provides a reasonable assurance that the charges to Federal awards for salaries and benefits are accurate, allowable, and properly allocated.

City's Response 2016: The City concurs with the recommendation. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, and request reimbursement on a monthly basis. These procedures will also include review of salaries and benefits charged to grant programs to ensure they are accurate, allowable, and properly allocated.

City's Response 2017: The City plans to adopt policies implementing the Administrative Requirements of the Uniform Guidance.

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

Planned Implementation: June 30, 2018

Responsible Person: Assistant CFO Deanne Purcell

E+P's Comment 2017: Not yet started. See also current year finding 2017-003.

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2016-003 - Reconciliation to Trial Balance (SD)

CFDA Title and Number: 14.218 - Community Development Block Grants

Name of Federal Agency: Department of Housing and Urban Development

Internal Control over Compliance: Reconciliation of Schedule of Expenditures of Federal Awards to Trial Balance

Criteria: The information contained in the Schedule of Expenditures of Federal Awards should be derived from and relate directly to the underlying accounting and other records used to prepare the financial statements.

Condition: The expenditures reported on the Schedule of Expenditures of Federal Awards for CDBG did not agree with the amounts reported on the City's trial balance for Fund 285.

Cause: The City does not have effective internal control over the preparation of the Schedule of Expenditures of Federal Awards. The City did not reconcile the expenditures reported on the Schedule of Expenditures of Federal Awards with the amounts reported on the City's trial balance for Fund 285.

Effect or Potential Effect: Potential understatement or overstatement of expenditures could exist in the Schedule of Expenditures of Federal Awards and not be detected and corrected.

Questioned Cost: None

Repeat of a Prior-Year Finding: No

Recommendation: The City should establish policies and procedures to reconcile amounts reported on the Schedule of Expenditures of Federal Awards with expenditures in the City's Fund 285 trial balance.

City's Response 2016: The City concurs with the recommendation. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, and request reimbursement on a monthly basis. These procedures will also include reconciliation of amounts reported on the SEFA with the City's trial balance.

City's Response 2017: Reconciliation procedures were implemented in practice. The grants coordinator in Finance is maintaining a listing of all grants in a format that contains all necessary information for completing the SEFA, and is responsible for reconciling the amounts to the GL. Grant administration policies consistent with the Uniform Guidance will be adopted.

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

Planned Implementation Date: June 30, 2018

Responsible Person: Accountant Chandra Crudup

E+P's Comment 2017: Not yet started. See also current year finding 2017-007.

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2016-004 - Approval of CIP Expenditures (SD)

CFDA Title and Number: 14.218 - Community Development Block Grants

Name of Federal Agency: Department of Housing and Urban Development

Internal Control over Compliance: Grants Management approval on CIP expenditures

Criteria: All expenditures related to CDBG grant awards should to be approved by Grants Management on the Request for Payment Against Encumbered Funds form prior to processing of payment.

Condition: We found three payments for CIP expenditures for Campus Park Gymnasium which did not have the approval from Grants Management on the Request for Payment Against Encumbered Funds form.

Cause: Approval procedures were not strictly enforced.

Effect or Potential Effect: Activities or costs that are not allowed or allowable could potentially be paid.

Questioned Cost: None

Repeat of a Prior-Year Finding: No

Recommendation: The City should establish policies and procedures to ensure that Grants Management properly approves all expenditures that are to be paid with Federal awards.

City's Response 2016: The City concurs with the recommendation. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, and request reimbursement on a monthly basis. These procedures will also include proper approval of all expenditures that are to be paid with grant awards.

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Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

City's Response 2017: Finance is working with other departments to identify the project manager for each grant and train that person on proper review of expenditures. Workload and conflicting priorities have prevented staff from developing grant policies. The CFO has engaged consultants that will draft policies to implement controls establishing processes for providing reasonable assurance that reporting and compliance objectives are attained. Policies applying to nonstandard items and restricted funds will provide a process to convene persons with the knowledge, skills and experience to establish standards for accounting and reporting for each grant. The City will adopt policies intended to implement the administrative requirements of the Uniform Guidance.

Planned Implementation Date: June 30, 2018 for policies, ongoing for grant specific policies with all current grants completed by September 30, 2018.

Responsible Person: Assistant CFO Deanne Purcell

E+P's Comment 2017: Not yet started. See also current year finding 2017-004.

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2016-005 - Segregation of Duties Between Payroll and Human Resources (SD)

Criteria: Segregation of duties - the functions of authorization, recording or reconciling, and maintaining custody of assets should be segregated.

Finding: There is a lack of segregation of duties in the payroll cycle. Personnel who are have responsibilities in processing payroll also have the ability to make changes to pay rates and benefits in the payroll system.

Cause: There is no control in place to restrict access by payroll personnel to the module that allows them to modify pay rates and benefits.

Effect or Potential Effect: Employee pay rates and benefits may be changed without proper authorization.

Recommendation: To ensure proper segregation of duties, access to the human resources module (add, delete, and modify employee data) should be segregated from access to the payroll module (payroll processing). In addition, management should review all changes made to the payroll information to ensure that it reflects accurate and complete information.

City's Response 2016: The City concurs with the recommendation. Due to a lack of qualified staffing in the Human Resources Department, the payroll supervisor in the Finance Department was granted access to the human resources module in the financial software system. Human Resources is currently in the process of recruiting for the required positions. Once the appropriate staffing level is achieved, access to the human resources module will be restricted. Until such time, the Controller in the Finance Department will review all changes made to pay rates and benefits in the system for proper approval from the Human Resources Department.

City's Response 2017: HR has filled three positions that will control employee master file set up and pay rates. Those employees have received public agency specific training and have been trained and briefed by the Payroll Supervisor.

Draft policies establishing standards for control activities, and for establishing control policies for major transaction systems are planned.

Planned Implementation Date:

Control activity standards: June 30, 2018

Transaction system controls: September 30, 2018

Risk based design and documentation of control activities: June 30, 2019

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Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

Responsible Person: Controller Christine Williams

E+P's Comment 2017: Not yet started.

City of Oxnard, California

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Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-001 - Compensation for Personal Services

CFDA Title and Number: 97.083 - Staffing for Adequate Fire and Emergency Response and 97.044 - Assistance to Firefighters Grant

Name of Federal Agency: Department of Homeland Security

Name of Pass-through Agency: The Ventura County Sheriff's Office for 97.083 and Not Applicable for 97.044

Compliance Requirement: B. Allowable Costs/Cost Principles

Finding: OMB Circular A-87 requires that an after-the-fact Documentation, semi-annual time certification for employees who work solely on a single Federal awards and monthly time certification for employees who worked on multiple activities. These certifications must be signed by the employee. The required after-the fact documentation is not prepared to support time and effort for employees whose salaries are charged to Federal funds.

Questioned Cost: \$179,765

Recommendation: The City should establish policies and procedures to maintain after-the-fact certification. The form should reflect an after-the-fact distribution of the actual activity of each employee and will be signed by the employee.

City's Response 2016: We concur with the recommendation, and it was implemented effective July 2016. Staff worked with FEMA representatives to clearly define the required certifications of time worked under the grant. Employees assigned to this grant spend 100% of their time on operations under the grant. Time certifications will be signed by the supervisor acknowledging all the employees that were paid for by the grant and that they worked 100% of their time under the grant. Although no longer a requirement for FY 2015-16, these certifications will continue to be prepared semi-annually.

City's Response 2017: Implemented. After-the-fact certification forms were completed for FY's 2014-15 and sent to FEMA on 4-10-17. The Fire division will continue to prepare the certification forms on a semi-annual basis, although no longer a statutory requirement. Beyond implementing appropriate after the fact certification for DHS staffing grants, the City will design and implement policies and procedures to provide reasonable assurance that it remains in compliance with the administrative requirements of 2 CFR 200 (Uniform Guidance) relating to personnel charges to grants. The City has contracted with consultants to assist staff in this effort.

Planned Implementation Date: June 30, 2018

Responsible Person: Accountant Chandra Crudup

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Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

Status 2016: No longer applicable; the requirement was revised by the Uniform Guidance.

E+P's Comment 2017: After-the-fact certification is no longer required. However, the City should develop policies and procedures related to compensation for personal services. See also current year finding 2017-003.

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-002 - Subrecipient Monitoring

CFDA Title and Number: 14.218 - Community Development Block Grants

Name of Federal Agency: Department of Housing and Urban Development

Internal Control over Compliance: Subrecipient monitoring

Finding: Per OMB Circular A-133 Subpart D §___400(d), a pass-through entity is responsible for monitoring their subrecipient's use of Federal awards to ensure that the subrecipient administers Federal awards in compliance with laws, regulations, and the provisions of contracts and grant, and that performance goals are achieved. The City passed through funds to Community Action of Ventura County. The City does not request or monitor their performance or financial reports.

Questioned Cost: \$61,286

Recommendation: The City should establish policies and procedures to monitor their subrecipients during the award period through reporting, site visit, regular contact, or other means.

City's Response 2016: We concur with the recommendation, and it was implemented during FY 2016-17. The City now has policies and procedures in place to monitor grant subrecipients. For the fiscal year ended June 30, 2015, they are contained in Section CR-40 Monitoring 91.220 and 91.230 (page 26) of the annual Comprehensive Annual Performance Evaluation Report (CAPER), approved by the City Council and the U.S. Department of Housing & Urban Development (HUD). The policies cover activities from the pre-award stage, selection of applicants to be subrecipients, to the year-end monitoring and site visits.

Quarterly reports from subrecipients, including financial information, are also submitted to the City with information inputted into Integrated Disbursement and Information System (IDIS), a Federal database used by HUD.

An on-site monitoring visit was done in October 2015 for Community Action of Ventura County (CAVC). This was in accordance with the schedule and plan spelled out in the CAPER (page 26). Follow-up site visits in October 2015, March 2016, and June 2016 regarding FY 2014-2015 were carried out in March and on June 23, 2016. FY 2015-16 files were also looked at in June 2016 to see if the weaknesses in the 2014-2015 files had been corrected, however, the site visits were, again, for review of FY 2014-2015 only.

Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant,

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings. Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

and request reimbursement on a monthly basis. These procedures will also include maintaining proper documentation to support subrecipient monitoring.

Implemented. The HUD grant coordinator in Housing is aware of the subrecipient monitoring procedures and will maintain appropriate documentation.

City's Response 2017: Staff turnover, workload and conflicting priorities have delayed development and implementation of comprehensive grant policies. The City will develop and implement control policies to implement the administrative requirements of 2 CFR 200 (Uniform Guidance). The CFO has engaged consultants to assist staff in this effort.

Planned Implementation Date: June 30, 2018

Responsible Person: Accountant Chandra Crudup

Status 2016: Implemented.

E+P's Comment 2017: There was no compliance finding in 2017; however, the policies and procedures have not been established.

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-003 - Compensation for Personal Services

CFDA Title and Number: 14.218 - Community Development Block Grants

Name of Federal Agency: Department of Housing and Urban Development

Name of Pass-through Agency: Not Applicable

Compliance Requirement: B. Allowable Costs/Cost Principles

Finding: OMB Circular A-87 requires that an after-the-fact Documentation, semi-annual time certification for employees who work solely on a single Federal awards and monthly time certification for employees who worked on multiple activities. These certifications must be signed by the employee. The required after-the fact documentation is not prepared to support time and effort for employees whose salaries are charged to Federal funds.

Questioned Cost: \$21,388

Recommendation: The City should establish policies and procedures to maintain after-the-fact certification. The form should reflect an after-the-fact distribution of the actual activity of each employee and should be signed by the employee.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. The Housing Department HOME program and Grants Management staff complete a monthly "after-the-fact" Activity Log and Labor Distribution Report respectively. These records provide "after-the-fact" certification.

Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, request reimbursement on a monthly basis, and comply with all reporting requirements. These procedures will also include time certifications signed by the supervisor acknowledging all the employees that were paid for by the grant and that they worked 100% of their time under the grant. Although no longer a requirement for FY 2015-16, these certifications will continue to be prepared semi-annually.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

City's Response 2017: Implemented. The HUD grant coordinator in Housing is aware of the after-the-fact certification of time procedures and will maintain appropriate documentation. Staff turnover, workload and conflicting priorities have delayed development and implementation of comprehensive grant policies. The City will develop and implement control policies to implement the administrative requirements of 2 CFR 200 (Uniform Guidance), including procedures for assuring that personnel costs are charged properly. The CFO has engaged consultants to assist staff in this effort.

Planned Implementation Date: June 30, 2018

Responsible Person: Accountant Chandra Crudup

Status 2016: No longer applicable; the requirement was revised by the Uniform Guidance.

E+P's Comment 2017: After-the-fact certification is no longer required. However, the City should develop policies and procedures related to compensation for personal services. See also current year finding 2017-003.

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-004 - Administrative and Planning Costs

CFDA Title and Number: 14.239 - Home Investment Partnerships Program

Name of Federal Agency: Department of Housing and Urban Development

Name of Pass-through Agency: Not Applicable

Compliance Requirement: G. Matching, Level of Effort, Earmarking

Finding: According to 24 CFR 92.207, a participating jurisdiction may expend for HOME administrative and planning costs an amount of HOME funds that is not more than ten percent of the fiscal year HOME basic formula allocation. During our audit of administrative costs, we noted that 11.17% was expended for administrative and costs.

Questioned Cost: \$8,271

Recommendation: Establish procedures and proper review process to ensure the program is not expending more than ten percent of the funds on administrative and planning costs.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, request reimbursement on a monthly basis, and comply with all reporting requirements. These procedures will also include monitoring compliance with administrative expenditure limits.

City's Response 2017: Implemented. The HUD grant coordinator in Housing is aware of the 10% administrative cost limitation procedures and will maintain appropriate documentation. Staff turnover, workload and conflicting priorities have delayed development and implementation of comprehensive grant policies. The City will develop and implement control policies to implement the administrative requirements of 2 CFR 200 (Uniform Guidance), including procedures for assuring that personnel costs are charged properly. The CFO has engaged consultants to assist staff in this effort.

Planned Implementation Date: June 30, 2018

Responsible Person: Accountant Chandra Crudup

Status 2016: Not a finding in 2016.

E+P's Comment 2017: Implemented. However, the City should develop policies and procedures related to Uniform Guidance.

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-005 - Control Environment (MW)

Finding: The City adopted appropriate policies and new management established proper "tone at the top." However, there is need to establish procedures to communicate and enforce the policies as well as monitor and evaluate implementation.

Recommendation: Establish procedures to communicate and enforce the policies as well as to monitor and evaluate the implementation. Responsibilities of each department/division/individual should be detailed in the procedures manual. Internal controls are most effective when responsibility for a given task is assigned to an individual.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this risk assessment, but it is planned for completion in FY 2017-18.

City's Response 2017: The City Council, City Manager and Chief Financial Officer, with consulting assistance, expect to adopt implementing policies that will establish an Internal Control Integrated Framework (ICIF) based on COSO and GAO standards that will meet the requirements of OMB's 2 CFR 200 administrative requirements before June 30, 2018. Those policies also reflect the guidance of the California State Controller's Office's Internal Control Guidelines - Local Government Agencies.

Implementing policies have been drafted for control environment, risk assessment and control activity components at this point. Before completing the policies for information and communication and for monitoring components, the City plans to adopt a series of policies implementing the administrative requirements of 2 CFR 200 before June 30, 2018. Implementing policies for information and communication and monitoring will follow and, as noted above, should be adopted by June 30, 2018.

More detailed control documentation will be completed over the course of the next year to address Single Audit findings and other issues identified by staff and consultants. The City is undergoing numerous consulting studies, is staffing, reorganizing and training the Finance Department and plans to implement a new Enterprise Resource Planning System. As a result, consistent with GAO Green Book standards, documentation efforts will focus on high risk areas and core control values in the expectation that the high rate of change will require frequent changes and adaptations as new systems and improved technology are introduced.

Planned Implementation Date: June 30, 2018

Responsible Person: CFO Jim Throop

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-006 - Control Environment (MW)

Finding: Performance evaluations were not performed timely at all levels of the City. The City needs to hold individuals accountable for their internal control responsibilities.

Recommendation: Establish a process to evaluate employees' performance and implement regularly.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to develop controls and implement this recommendation, but it is planned for completion in FY 2017-18. Initial meetings have been held to discuss core competencies for the City. Department heads have also begun to review and make recommendations for changes to the performance evaluations.

City's Response 2017: The City implemented a citywide employee performance evaluation system early in fiscal year 2018. To improve the focus of the performance evaluation system implementing policies relating to ICIF performance and accountability have been drafted and will be implemented before June 30, 2018. Performance evaluation for the ICIF will apply to employees with control responsibilities throughout the organization. Ethics, competence and accountability are the focus of ICIF evaluation criteria.

Planned Implementation Date: June 30, 2018

Responsible Person: CFO Jim Throop and HR Director Steve Naveau

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-007 - Control Environment (MW)

Finding: Employees in the Finance Department were not properly trained to perform their tasks.

Recommendation: Establish a training program to improve Finance Department employees' knowledge and skills.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this risk assessment, but it is planned for completion in FY 2017-18. A training program will be developed, but the current workload to correct all identified issues has not allowed enough time for staff to develop such a program. However, some training has already occurred. In FY 15/16 Intermediate Governmental Accounting and Gas tax training were held and in FY 16/17 Cognos (query based) and payroll training were held.

City's Response 2017: The City has drafted an ICIF implementing City Manager policy to focus on improving the competency and ethical grounding of persons assigned responsibility for control components and activities. Efforts to engage the City's current software vendor to provide assistance and training for 20-year-old HTE financial management software have been unsuccessful though some training and advice in critical areas has been helpful.

Implementing policies relating to training in performance evaluation and increasing management focus on training for responsible persons will begin before June 30, 2018. At this point Finance Department staff attendance at training and professional conferences has increased and budgets are in place to fund training opportunities.

Planned Implementation Date: June 30, 2018

Responsible Person: Assistant CFO Deanne Purcell

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings. Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-008 - Control Environment (MW)

Finding: The City did not have an audit committee.

Recommendation: Establish an audit committee, along with a charter to govern its conduct. Members of this committee should be provided training.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. The Fiscal Policy Task Force meets on a monthly basis and has been acting in this capacity since July 2016, but without a formal charter. The City will implement a formal charter.

City's Response 2017: The City has drafted a City Council ICIF implementing policy to define the role and responsibility of the City Council's Fiscal Policy Task Force to serve as the Council's Finance subcommittee and the Audit Committee. The draft policy is consistent with the audit committee standards established by the GFOA's best practice for audit committee.

The draft policy will be presented to the City Council for consideration before June 30, 2018. A complex election schedule during the 2018 Calendar year may affect full implementation of the policy.

Following the discovery of numerous deficiencies that affected the City's operational, reporting and compliance performance the City Council and Fiscal Policy Task Force have participated in extensive transparent processes that raised improvement in administrative departments and management a critical strategic priority.

Delays in recruiting competent staff and high levels of turnover in senior and midlevel positions with important control responsibilities throughout the organization continue to delay implementation of corrections the unprecedented number of control weaknesses identified in the single audit. The City Council and City Manager continue to place high priority on the Corrective Action Plan by providing funding for staffing, priority for recruitment and approval for needed consultant assistance.

Planned Implementation Date: Starting before June 30, 2018 with changes and adaptation through December 31, 2018.

Responsible Person: CFO Jim Throop

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-009 - Control Environment (MW)

Finding: There was a severe lapse in the City's financial operations when key Finance Department personnel left due to a lack of qualified successors.

Recommendation: Develop a succession plan for the Finance Department.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 2 to be implemented by June 2019. The current workload to correct all identified issues has not allowed enough time for staff to develop controls and implement this recommendation, but it is planned for completion in FY 2018-19. The majority of Finance staff is fairly new - less than three years in their position. The current workload to correct all identified issues has not allowed enough time for staff to develop a complete succession plan, but it is planned for completion in FY 2018- 19.

City's Response 2017: The City has drafted an ICIF implementing policy on succession and turnover planning. It plans to adopt the policy before June 30, 2018. Unfortunately, turnover continues to affect the City's ability to prevent disruption of the internal control system from turnover risk. The City Manager left in December 2017, the City has had four CFO's and three Assistant CFO's in the last three years in addition to several vacancies in professional and technical management positions. During 2016 the City relied heavily on consulting assistance to produce auditable financial statements for Fiscal 2015.

The draft succession and turnover contingency policy requires prioritization of critical positions with succession plans developed for all key positions over the course of the next three years. The City remains exposed to turnover in this area but expects to continually reduce the risk of disruption as positions are added to the plan.

Planned Implementation Date:

Policy adoption: June 30, 2018

Initial succession plans: December 31, 2018

Responsible Person: Assistant CFO Deanne Purcell

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-010 - Control Environment (MW)

Finding: The Finance Department did not have sufficient staff, particularly in managerial positions.

Recommendation: Fill vacancies with qualified staff immediately.

City's Response 2016: We concur with the recommendation, and it was implemented effective October 2016 with the hiring of a Chief Financial Officer (CFO) and two Assistant CFO's.

City's Response 2017: Staffing increases were approved in the Fiscal 16 and Fiscal 17 budgets and employees were hired. However, turnover remains a problem and despite efforts to provide sufficient staffing challenges remain.

From January 1, 2015 to today vacancies have disrupted Finance Department performance. Years of pressure on department staffing left few in the department with a clear understanding of financial condition or adequate training to meet reporting and compliance objectives. Few staff have extensive experience in the City and many do not have strong local government knowledge or experience. The retirement of older workers, a rising economy and an increasingly complex operating environment have created a severe staffing shortage for California local government.

The City faces the challenge of operating a large, complex full-service city organization, repairing major legacy problems and implementing new financial management technology. The City has drafted a policy requiring annual analysis of staffing levels for positions throughout the organization with financial operations and management responsibilities. The draft policy is planned for adoption before June 30, 2018. All budgets following the discovery of major weaknesses have included proposals for improving staffing and training for financial operations and management functions.

Planned Implementation Date: Initial action in response to the finding was completed in calendar 2016. Therefore, this finding has been implemented. The City recruits new employees as vacancies occur.

Responsible Person: CFO Jim Throop

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-011 - Risk Assessment (SD)

Finding: City performed Organizational Assessment during the year 2015 and plan to continue implementation of the 3-year process to address the issues. No risk assessment related to accounting and financial reporting has been performed. No fraud risk assessment has been performed.

Recommendation: Establish procedures to perform a risk assessment related to accounting and financial reporting. The risk assessment should include identifying types of accounting errors, policy violations, fraud, or noncompliance with agreements, contracts, laws and regulations, as well as a plan of action to mitigate risks.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this risk assessment, but it is planned for completion in FY 2017-18.

City's Response 2017: In addition to the Organization Assessment for support and governance functions described in this comment the City received more information about risks relating to its financial reporting through the internal control analysis completed by E+P'S and reported in the Single Audit reports for FY 15 and FY 16. It also engaged consultants to do detailed reviews of reporting and compliance risks associated with special assessment districts and development impact fees and has engaged consultants to complete property and sales tax estimates.

In addition, the City has contracted with consultants to assess the Public Works Department and the City Council has engaged Internal Auditors to complete a fraud risk assessment and to monitor operation of controls in high priority areas. Utility operations and rates have received special scrutiny as a result of Proposition 218 rate reviews and litigation challenging rate increases. Formal reviews have been supplemented by the work of new and better trained staff who have identified additional issues that affect operating, reporting and compliance objectives.

The City has drafted ICIF implementing policies for risk assessment that include specified control oversight responsibilities of the City Council, Council direction to the City Manager to conduct risk assessments and description of the expected content of the risk assessments. Those policies are planned for implementation before June 30, 2018. It is expected that the first full risk assessment process will be conducted in concert with the Fiscal 2020 budget process, after a new City Manager is recruited. In the meantime, the work described above has identified a wide range of risk threats to be addressed in ICIF policies and activities.

Planned Implementation Date: June 30, 2018

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

Responsible Person: CFO Jim Throop

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-012 - Control Activities (MW)

Finding: The City's system of internal control is not designed to reduce the risk that accounting and financial reporting errors or fraud could occur and not be detected.

Recommendation: Develop an integrated system of internal control that defines control activities across the various departments, not just the Finance Department. Policies, procedures, and related internal controls should be documented, communicated to all affected members of City staff, and updated regularly. Implementation should be monitored closely.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this risk assessment, but it is planned for completion in FY 2017-18.

City's Response 2017: The City has drafted a series of policies to implement the Internal Control Integrated Framework described by COSO and in GAO's Standards for Internal Control for the Federal Government (The Green Book). This control framework, or an equivalent, is required by Federal grant recipients by the OMB and is recommended by the State Controller's Office and the GFOA.

The policies include clear assignment of responsibility for implementation and monitoring of implementation progress. Policies include City Council and City Manager oversight responsibilities and policies for periodic evaluation of the City's ICIF implementation. Implementation review will include the City Manager, the Senior Leadership Team (department heads), the CFO, the Finance Committee and the City Council.

In addition, policies establishing control activity standards and use of fundamental internal control concepts and documentation of controls have been drafted. The City plans to adopt these policy drafts before June 30, 2018.

Planned Implementation Date: June 30, 2018

Responsible Person: Assistant CFO Deanne Purcell

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-013 - Control Activities (MW)

Finding: The City does not have properly-designed, implemented, and effective policies, procedures, processes, and controls surrounding its financial reporting process to ensure that all non-standard adjustments are adequately researched, supported, and reviewed prior to their recording in the general ledger.

Recommendation: Establish new or improve existing policies, procedures, and related-internal controls to ensure that all non- standard adjustments impacting the general ledger are adequately researched, supported, and reviewed prior to their recording in the general ledger.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18.

City's Response 2017: The City has drafted ICIF implementation policies that address this weakness. The policies have been expanded to address situations that apply not only to general ledger journal entries but also to accounting requirements of grants and programs subject to legal or contractual conditions like maintenance district administration or bond indentures.

The two primary policies proposed for adoption relate to nonstandard items and to new and restricted funds. In addition to proposed entries to the accounting records the policies also focus on identifying entries that should be made but are not being entered. Several compliance issues encountered by the City in the last three years related to entries that, if properly reflected, would affect the City's assets and liabilities.

The new policies provide for convening multi-disciplinary teams to analyze non-standard and complex situations to recommend appropriate financial and compliance reporting activities and monitoring. The approach also supports controls intended to strengthen organizational competence and communication among personnel with control responsibilities.

The City plans to adopt the proposed policies before June 30, 2018.

Planned Implementation Date: June 30, 2018

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process. See current year finding 2017-012.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-014 - Control Activities (MW)

Finding: The City does not have properly-designed, implemented, and effective policies, procedures, processes and controls surrounding its financial reporting process to completely support beginning balance and year-end close-out related activity in its general ledger.

Recommendation: Refer to specific recommendations for findings: 2015-019 thru 029, 2015-049 thru 050 and 2015-055 thru 93.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18.

City's Response 2017: The Finance Department has worked closely with its independent auditors to improve its processes to prepare financial statements that comply with GAAP. Reporting internal control issues identified elsewhere are essential to this process. New policies regarding adequacy of staffing, training, performance evaluation, assignment of control responsibilities and establishment of control activity standards support this reporting objective.

Many reconciliations are being performed for the annual audit but are not providing control during the course of the fiscal year. Increasing the frequency of these reconciliations and reducing complexity are high priority reporting and compliance objectives for the Finance Department.

Over the next three to five years significant changes will affect the financial reporting environment of the City, especially the implementation of the ICIF and the implementation of a new ERP. Many controls will be implemented in the ERP. Other controls will depend on building a competent team that communicates well.

The city intends to build flexible control activity documentation appropriate for its fast-changing environment. That documentation will allow it to adapt to expected changes without the administrative overhead associated with detailed documentation except in high priority risk areas. This documentation process will be in progress for the next three to five years.

Planned Implementation Date:

Policy adoption: June 30, 2018

Audit closing calendar: Implemented and continuously adapted.

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

E+P's Comment 2017: Policies and procedures in process.

2015-015 - Control Activities (MW)

Finding: The City has ineffective controls affecting some key financial reporting processes including weaknesses in transactional and supervisory reviews over cash, receivables, capital assets, and construction in progress, accounts payable, and long-term liabilities.

Recommendation: Refer to specific recommendations for findings: 2015-019 thru 029, 2015-049 thru 050 and 2015-055 thru 93.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18. The City Treasurer's Department received a surprise field audit review In December 2016 by the auditors. The auditor looked at the cash handling, safekeeping, reconciliation of cashier drawers, and the transfer of the daily cash to the Security guards. We were informed that the staff performed the necessary cash function properly and that there was double custody of the cash at all times.

City's Response 2017: This project has been delayed by staff hiring and retention issues discussed above. This year the City is concentrating its internal control implementation efforts on changing its practices in critical areas, establishing the ICIF Framework, assigning responsibility and authority for control activity development, implementation and documentation, and implementing the administrative requirements of OMB's 2 CFR 200. In fiscal year 2019 staff will shift to the effort to design and implement ICIF control activities and to improve effectiveness through information and communication. A competent, ethical team for financial operations and management will improve control and enterprise risk management more effectively than extensive documentation at this point.

This CAP and the City's ICIF policies will provide the basis for risk-based control design, efficient and effective documentation and ongoing monitoring. Policies are planned for adoption before June 30, 2018. Detailed control design and documentation will follow based on risk assessment. In the meantime, changes in practice that respond to audit findings will be given priority over design and documentation activities because of time and resource limitations.

Planned Implementation Date:

Policy implementation: June 30, 2018

Risk based control implementation: Following ICIF implementing policy adoption and ongoing.

Responsible Person: Assistant CFO Deanne Purcell

Status 2016: Not yet started.

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Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

E+P's Comment 2017: Policies and procedures in process.

2015-016 - Control Activities (MW)

Finding: The City was unable to effectively identify potential technical accounting issues, analyze the relevant facts and circumstances, and respond to auditor inquiries in a timely manner.

Recommendation: Refer to specific recommendations for findings: 2015-019 thru 029, 2015-049 thru 050 and 2015-055 thru 93.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18.

City's Response 2017: The City had drafted ICIF implementing policies to improve its ability to address this issue. Draft policies regarding non-standard items and new and restricted funds create an institutional framework that uses existing knowledge, skills and experience while providing developmental opportunities for team members. The policies create a structured approach to a wide variety of issues that require responses for auditors, managers and policy makers.

A feature of the policies is to create "Compliance Teams", with members selected based on relevant experience and expertise, to analyze and implement control activities to provide reasonable assurance that reporting, compliance and operating objectives are achieved. For Finance, timely, accurate financial reporting consistent with GAAP and regulatory requirements is a high priority. For auditor inquiries that cannot be addressed by a single individual the CFO, the Assistant CFO or the Controller would convene a compliance team to produce an expedited answer. The team approach will provide the ability to make progress on the request despite the schedule conflicts that affect individual managers.

Implementing policies for non-standard items and new and restricted funds are planned for adoptions before June 30, 2018.

Planned Implementation Date: June 30, 2018

Responsible Person: Assistant CFO Deanne Purcell and Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings. Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-017 - Control Activities (MW)

Finding: The City does not have an effective general ledger system. The City uses HTE software, which was developed almost two decades ago. In addition, the City has 176 self- balancing funds and over 8,300 accounts in its chart of accounts; 1,600 of these are balance sheet accounts. This system has severe functional limitations contributing to the City's challenge of addressing systemic internal control weaknesses in financial reporting.

Recommendation: Establish new, or improve the existing, general ledger system to enable it to process, store, and report financial data in a manner that ensures accuracy, confidentiality, integrity, and availability of financial data without substantial manual intervention.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 2 to be implemented by June 2019. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2018-19.

City's Response 2017: The process for acquiring a new ERP system is in progress. Consulting firm Sciens is gathering information to prepare a comprehensive RFP and will assist in evaluating proposals.

Some minor clean-up of the chart of accounts was performed in order to prepare for implementation of third party software: OpenGov and Questica (budget). However, the HTE system has very limited flexibility in chart of account design while maintaining comparability.

In an effort to improve the performance of the existing system staff has met with HTE to explore a proposal for additional training in use of the existing ERP and assistance in more extensive use of the system's features. However, HTE has been unresponsive in preparing a proposal for training and reimplementing of underused or improperly implemented software features. Selecting a replacement vendor for the ERP application will improve use of system-based controls most rapidly.

With experience, staff has learned more about the weak points in the HTE system installed in Oxnard. Managers and accounting staff focus extra attention on those areas that are prone to producing inaccurate reporting during the year and at the year-end closing. These control activities have reduced the risk of system generated reporting errors. The inefficiency that results should be eliminated when the new ERP is implemented.

Planned Implementation Date: Control activities in the form of additional review have been implemented in practice and, where required, documented in the audit calendar. The ERP implementation should be completed between June 30, 2020 and June 30, 2021.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

Responsible Person: Assistant CFO Deanne Purcell

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-018 - Budget (SD)

Finding: The FY 2015 budget lacked detail, and management did not keep track of its budgeted revenue and expenditures. Department heads are supplied a budget to actual comparison on a monthly basis for review, but there was no formal process for investigating significant variances.

Recommendation: Continue to provide department heads with budget to actual comparison on a monthly basis. Establish an effective process to identify and investigate significant variances from budgets and expected results.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. City will create a written process to share with departments on variance reconciliation. The majority of budget line items was developed via department's meetings and augmentation adopted by Council. Details are filed. A written policy will be created to ensure all departments are responsive and accountable for significant budget variances.

City's Response 2017: Two factors have delayed implementation of the recommendation and the planned corrective action. Although reports are regularly distributed to departments the difficulty of working with the application software and of comparing intra-year reports due to infrequent reconciliations has reduced general implementation of analytical budget management. In addition, the City's historical practice of managing through line item budget control consumes significant resources in the Finance Department and in operating departments.

Thorough review of budget management best practices indicates that line item control is not considered a recommended or best practice by GFOA, the State Controller's Office or the National Advisory Council on State and Local Government Budgeting.

The City Council delegates authority for budget transfers within funds to the City Manager if they are consistent with restrictions on restricted funding sources. The City Manager delegation of budget authority to department directors is constrained by the line item budget control practices.

To address this finding the Chief Financial Officer will propose elimination of line item budget control and adoption of more effective analytical budget control policies that will apply to monitoring and accountability and will clearly spell out authority over various classes of expenditures.

Planned Implementation Date: June 30, 2018

Responsible Person: Budget Manager Beth Vo

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-019 - Fund Balance (MW)

Finding: Beginning fund balances did not agree with prior-year audited financial statements. Audit adjustments were not posted to the general ledger. Journal entries were inappropriately posted to fund balance during the year.

Recommendation: Audit adjustments must be posted to the general ledger at the end of the audit and beginning fund balances should be agreed with audited financial statements. Controls should be put in place to allow only authorized personnel to approve journal entries that affect beginning fund balances during the year.

City's Response 2016: We concur with the recommendation, and it was implemented effective in December 2016. Following the January 31, 2017 issuance of the FY 2015-16 CAFR, staff began posting all final audit adjustments to the general ledger system and will perform a reconciliation of beginning fund balance per the general ledger to the CAFR.

City's Response 2017: Implemented with reconciling spreadsheet tying GL to CAFR.

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-020 - Bank Reconciliations (MW)

Finding: The bank reconciliation for the general account was not performed since November 2014.

Recommendation: Bank reconciliations should be prepared every month. A full-time employee should be assigned to prepare the bank reconciliations. This person should be dedicated to this process until all monthly bank reconciliations are up to date. Bank reconciliations should be reviewed by another person who has sufficient knowledge and skill to perform the task. The process for bank reconciliation should be detailed out in writing.

City's Response 2016: We concur with the recommendation, and it was implemented effective October 2016. As of February 2017, bank reconciliations for the General bank account have been completed through the month of November 2016.

City's Response 2017: Implemented, the City continues to improve documentation and coordinate reconciliation effort with the City Treasurer.

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-021 - Bank Reconciliations (MW)

Finding: Bank reconciliations for the AIMS and Parking Citation bank accounts were not performed. The balances for these accounts were not recorded in the general ledger.

Recommendation: The Finance Department should ensure that all bank accounts are accounted for and reconciled to the general ledger on the monthly basis.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. The Human Resources Department is currently reviewing third-party services to perform the bank reconciliations for the AIMS (worker's compensation) bank account. The parking citation bank account has a low volume of activity and will be reconciled on an annual basis every June 30.

City's Response 2017: All accounts are now being reconciled as appropriate. Implemented

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-022 - Bank Reconciliations (MW)

Finding: Bank reconciliations for the general and CDC Successor Agency accounts for periods prior to November 2014 were prepared but not reconciled to the general ledger.

Recommendation: The Finance Department should ensure that all bank accounts are accounted for and reconciled to the general ledger on the monthly basis.

City's Response 2016: We concur with the recommendation, and it was implemented effective October 2016. As of February 2017, bank reconciliations for the CDC Successor Agency bank account have been completed through the month of November 2016.

City's Response 2017: Implemented

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.

Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-023 - Bank Reconciliations (MW)

Finding: PACC bank account activities were not recorded fully.

Recommendation: The Finance Department should ensure that all bank accounts are accounted for and reconciled to the general ledger on the monthly basis.

City's Response 2016: We concur with the recommendation, and it was implemented effective October 2016. Bank reconciliations have been completed through the month of November 2016.

City's Response 2017: Implemented.

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-024 - Bank Reconciliations (MW)

Finding: Cash with fiscal agents accounts were not reconciled monthly to the general ledger.

Recommendation: The bank reconciliation process should include reconciling cash with fiscal agents.

City's Response 2016: We concur with the recommendation, and it was implemented effective October 2016. Bank reconciliations have been completed through the month of November 2016.

City's Response 2017: Implemented

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-025 - Bank Reconciliations (MW)

Finding: Bank accounts were opened without the Treasurer's Office knowledge.

Recommendation: Only the Treasurer should be allowed to open bank accounts on behalf of the City. All bank statements should be sent directly to the Treasurer's Office. The Treasurer's Office should review the bank statements, retain the original, and send copies to the personnel who prepares the bank reconciliation.

City's Response 2016: We concur with the recommendation, and it was implemented effective December 2016. The Treasurer's Department will be in possession of all the extra bank accounts by February 17th. We are allowing this extended number of days so that each bank account handler can receive the January bank statements to reconcile their accounts before we take possession. We have already taken possession of the Recreation Department savings account. The only other exceptions are the 3 RaboBank bank accounts. There was a meeting held Tuesday the 14th where the Cultural Community Services Director, City Attorney, City Auditors, City Treasurer, CFO and staff reviewed the documents to determine who does the money in those bank accounts belong to. However, during the meeting it was brought to our attention that the operating agreement between the non-profit PAC and the City of Oxnard had expired in 2010 and had not been renewed. It was then determined that the City Attorney would work on a revised agreement between the PAC and the City, which would also contain the determination of who owns the money in those RaboBank accounts for final disposition.

City's Response 2017: Implemented

Responsible Person: City Treasurer Phil Molina

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-026 - Bank Reconciliations (SD)

Finding: Finance department did not have access to complete monthly bank statements or complete outstanding check lists for all accounts.

Recommendation: The Treasurer's Office should forward copies of all bank statements to the Finance Department. All back-up documentation used in reconciliations prepared by the Treasurer's Office and other departments, i.e., outstanding checks and deposits in transit listings, should be provided to the Finance Department.

City's Response 2016: We concur with the recommendation, and it was implemented effective June 2016. The Treasurer's Department provided the Finance Department management staff with access to the City's bank account statements online. The Treasurer's staff is one month behind in verifying the bank statements. We are currently completing the December 2016 bank verification. When we complete each verification we forward the statement (copies) along with our worksheet and other source documents to the Finance Department. Once we get the staffing we need, it is expected that bank verification will be done within 2 weeks of receiving the statement from the banks.

City's Response 2017: Implemented

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-027 - Bank Reconciliations (SD)

Finding: The Finance Department did not have access and history of prior reports used for reconciliation. All processes and reports needed for the reconciliation process had to be discovered and requested by finance management.

Recommendation: Finance manager needs to have a full understanding of all Treasury activities to assess if there are any procedures or reporting that can be used to make the monthly bank reconciliation more efficient across departments. The Finance Department and Treasurer's Office should establish procedures to enhance cooperation.

City's Response 2016: We concur with the recommendation, and it was implemented effective October 2016. Finance began working with Treasurer's staff in October 2016 and established communication to ensure timely sharing of information necessary to complete the monthly bank reconciliations.

City's Response 2017: Implemented

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-028 - Bank Reconciliations (MW)

Finding: Daily cash receipts posting to the general ledger were not reconciled to cash entries and to bank activities. Therefore, deposits in transit were not tracked for bank reconciliation.

Recommendation: The Finance department management needs training from current software provider on how the cash related modules should be interacting, reports used to tie out the modules, and if there are keys that links those modules together.

City's Response 2016: We concur with the recommendation, and it will be implemented effective June 30, 2017. In January, staff began coordinating training with the current software provider and expects to have training conducted in this area by June 30, 2017.

City's Response 2017: On April 11, 2017, Finance and IT staff met with Sungard HTE account manager to discuss a package of training on all modules of the HTE system. However, HTE has been unresponsive in submitting a training proposal. As a result, the bank reconciliation prepared by the Finance Department can be delayed until the City Treasurer's office reconciles and forwards daily cash receipts details. Additional review is not performed and Finance plans to meet with the City Treasurer staff to improve the timeliness of the reconciliation process.

Planned Implementation Date: June 30, 2018

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-029 - Bank Reconciliations (SD)

Finding: Pooled cash batches are a summary of various batches by module. There are multiple batches per modules: accounts payable, accounts receivable, payroll, and cash receipts batches. Newly-hired finance management have not found logic of how system entries are batched together. Current batching is very labor intensive to review.

Recommendation: Finance department staff needs training from current software provider on how the cash-related modules should be interacting, reports used to tie out the modules, and if there are keys that links those modules together.

City's Response 2016: We concur with the recommendation, and it will be implemented effective June 30, 2017. In January, staff began coordinating training with the current software provider and expects to have training conducted in this area by June 30, 2017.

City's Response 2017: HTE has not responded to the City's request for a proposal to conduct training in cash accounting on their ERP. It is possible that the additional control activities required to reconcile cash batches will continue until a new ERP is implemented, affecting the timeliness of bank reconciliations. Staff will explore options for reconciliation frequency and approach to support timely production of accurate reports.

Planned Implementation Date: June 30, 2018

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-030 - Electronic Payments (EFT/ACH) (SD)

Finding: Check numbers were not in sequential order (duplication/skipping). Problem stems from manual assignment of EFT check numbers.

Recommendation: The Treasurer's Office should assign sequential control numbers to each wire. The Finance Department should enter the information into the accounting system.

City's Response 2016: We concur with the recommendation, and it was implemented effective December 2016. The Treasurer's Department forwards the source documents for each ACH and EFT directly to the Finance Department. The Finance Department assigns 'check' numbers to each ACH and EFT transactions for purposes of posting them into the general ledger. Staff has been trained to assign sequential control numbers to each wire, and to include the EFT control number on the excel listing.

City's Response 2017: Implemented

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-031- Electronic Payments (EFT/ACH) (BP)

Finding: Excel listing of EFTs did not list the check number assigned to the payment and did not list the batch/group number posted to the general ledger.

Recommendation: Excel listing of EFTs should include the EFT control number as well as the batch/group number.

Before the change, the Finance staff assigned check numbers based on the list of unused check numbers, which could have made it appear as though an ACH or EFT was issued earlier than it actually was. For example, if 'check' numbers 5, 6, and 7 were used on Feb 13th, and the next check run used 'check' numbers 10, 11, 12 on Feb 15th, the unused numbers 8 and 9 would be used for 2 ACH transaction on February 16th making it appear as though the ACH transaction were out of order.

City's Response 2016: We concur with the recommendation, and it was implemented effective December 2016. The Treasurer's Department forwards the source documents for each ACH and EFT directly to the Finance Department. The Finance Department assigns 'check' numbers to each ACH and EFT transactions for purposes of posting them into the general ledger. Staff has been trained to assign sequential control numbers to each wire, and to include the EFT control number on the excel listing.

City's Response 2017: Implemented

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-032 - Electronic Payments (EFT/ACH) (SD)

Finding: The Treasurer did not review all supporting documentation prior to signing the check or wire transfer authorization.

Recommendation: The Treasurer or designated individual in the Treasurer's Office should review all supporting documentation prior to signing the check or wire transfer authorization.

City's Response 2016: We concur with the recommendation, and it was implemented effective December 2016. The Treasurer is working with the City Manager, Assistant City Manager and CFO to develop a good working arrangement that allows for the Treasurer to review all supporting documentation prior to signing the checks, wires, and ACH transactions.

City's Response 2017: Implemented

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-033 - Electronic Payments (EFT/ACH) (SD)

Finding: Proper documentation of wire transfers was not maintained by the Finance Department.

Recommendation: The Finance Department should maintain a complete copy of the wire transfer authorization package, including all supporting documentation.

City's Response 2016: We concur with the recommendation, and it was implemented effective December 2016. Finance staff met with Treasurer's staff in early December 2016 and established a procedure for ensuring all proper supporting documentation for wire transfers is maintained in the Finance Department.

City's Response 2017: Implemented

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-034 - Electronic Payments (EFT/ACH) (SD)

Finding: There were no written procedures related to electronic payments and responsibilities of the requesting department, Treasurer's Office, and Finance Department are not clearly defined. The Treasurer's Office did not have a current list of authorized signers.

Recommendation: The Finance Department should review the EFT payment process to improve the current procedures. After approval by appropriate departments, all EFTs should be received by the Finance management. Finance management will review for proper department approvals, general ledger coding, and supporting documentation (including budget support). Finance management will forward to Treasurer's Office for disbursements. No department should send wire requests directly to the Treasurer's Office.

City's Response 2016: We concur with the recommendation, and it was implemented effective December 2016. Finance staff met with Treasurer's staff in early December 2016 and established a procedure for ensuring that Finance management will review all wire transfers for proper department approvals, general ledger coding, and supporting documentation (including budget support); and that no department should send wire requests directly to the Treasurer's Office.

City's Response 2017: Implemented

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-035 - Electronic Payments (EFT/ACH) (MW)

Finding: There was no supervisory review of EFT entries. Payment/posting against cash had been inconsistent and made to the wrong accounting period.

Recommendation: Staff needs additional training in handling EFTs and postings should be reviewed regularly. The payment period needs to be distinguished from invoice period.

City's Response 2016: We concur with the recommendation, and it was implemented effective December 2016. Posting against cash is performed in the Finance Department. In the City Treasurer Department there is supervisory review of EFT's before they are disbursed, except for payments to Delta Dental and CalPERS, which are issued directly by the Finance Department staff before the City Treasurer has the opportunity to review them.

All other ACH and EFT transactions are performed under a double custody method where no one person can initiate and complete an ACH or EFT transaction alone. And only 4 people in the Treasurer's Department know the security codes, again except for the Delta Dental and CalPERS wires. The Treasurer's staff submits the source documents for every entry into the system for ACHs and EFT transaction directly to the Finance Department. The Treasurer, Finance Director and Human Resources Director are working to stop the issuance of ACH or EFT (wire) transfers from any other department other than from the Treasurer's Department. It is expected the correction will be completed by June 1, 2017.

City's Response 2017: Implemented

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-036 - Electronic Payments (EFT/ACH) (MW)

Finding: Payroll wires recorded through a journal voucher covered two accounting periods.

Recommendation: Split payroll journal voucher according to wire dates.

City's Response 2016: We concur with the recommendation, and it was implemented effective December 2016. Finance staff has been trained to record payroll- related wires according to the wire date.

City's Response 2017: Implemented. In 2016, payroll staff were trained to create a journal voucher to cover only one accounting period at a time. In order to ensure only one accounting period was covered, payroll staff were instructed to split the payroll journal voucher according to the wire date on the supporting documentation for each month.

Since time of implementation, the procedure has been improved. In order to be consistent with other Electronic Funds Transfers (EFT) transactions, payroll wires are no longer recorded through a journal voucher but processed by accounts payable staff as other EFT transactions are prepared. EFT's are reconciled monthly to the City Treasurer's EFT transaction list and a second proof is through the bank reconciliation process to ensure that transactions are recorded.

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-037 - Electronic Payments (EFT/ACH) (MW)

Finding: Payments could not be properly traced to supporting documentation because use of "miscellaneous vendor - #99999".

Recommendation: Stop using the "miscellaneous vendor" account. All vendors need to be set up individually in the vendor master file. Current vendor master file needs to be reviewed.

City's Response 2016: We concur with the recommendation, and it was implemented effective December 2016. Finance staff has been trained to set up all vendors individually in the vendor master file, and to discontinue the use of a "miscellaneous vendor" account.

City's Response 2017: We concur with the recommendation, and utilization of the miscellaneous vendor account was limited as a result of system inefficiencies effective December 2016. The system inefficiency that results should be eliminated when the new ERP is implemented. However, until implementation, Finance staff will be trained to set up all vendors individually in the vendor master file, and to discontinue the use of a "miscellaneous vendor" account.

Implementation Date: June 30, 2018

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Our finding stands as noted.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-038 - Electronic Payments (EFT/ACH) (MW)

Finding: CDC checks and deposits were coded to the wrong pooled cash fund (997 - general vs. 998 - CDC).

Recommendation: Review HTE report against bank EFT posting by accounts payable (AP) personnel needs to be done monthly.

City's Response 2016: We concur with the recommendation, and it was implemented effective December 2016. Finance staff has been trained to review all Successor Agency (former CDC) transactions for coding to the proper accounts. The Treasurer's office will perform a secondary review to assure the proper account number is used.

City's Response 2017: Implemented

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-039 - Electronic Payments (EFT/ACH) (MW)

Finding: Recording of CDC loan principal repayment wire to the City was inadvertently reversed in the general ledger causing City and CDC pooled cash funds to be out of balance. Journal voucher has been prepared to correct.

Recommendation: Review HTE report against bank EFT posting by accounts payable (AP) personnel needs to be done monthly.

City's Response 2016: We concur with the recommendation, and it was implemented effective December 2016. Finance staff has been trained to review all Successor Agency (former CDC) transactions posted to the general ledger and reconcile them on a monthly basis.

City's Response 2017: Implemented

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-040 - Cash Receipts (SD)

Finding: A separate bank account was maintained for CDC Successor Agency. However, in collapsing of prior RDA funds (421-425) into new Successor Agency fund (429), an error in the journal voucher left balances in City pooled cash fund (997) per general ledger. After further investigation, adjustments had been made to correct the error.

Recommendation: Joint review of prior cash transfers between the City and CDC Successor Agency is needed. Non-standard journal entries especially those affecting cash transactions between City and CDC Successor Agency should be reviewed by CFO, not only to evaluate the accounting treatment, but also to consider compliance with state laws and regulations affecting former RDAs. The Economic Development Department head should be consulted as appropriate.

City's Response 2016: We concur with the recommendation, and although it has been identified as Priority 1B, it will be implemented effective July 1, 2017. Finance staff will coordinate with the Economic Development Department to review all Successor Agency (former CDC) transactions to evaluate the accounting treatment, and to consider compliance with state laws and regulations affecting former RDAs.

City's Response 2017: The City has hired expert consultants to train staff, review transactions and prepare regulatory reports. The City will also use legal counsel as appropriate to assure it meets its compliance objectives.

Implemented

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-041 - Cash Receipts (SD)

Finding: There were no procedures in place to perform internal audits of cash receipts in various locations within the City organization.

Recommendation: Random audits of cash receipts should be performed.

City's Response 2016: We concur with the recommendation, and it was implemented effective January 2017. The Treasurer's Department staff performed a surprise cash reconciliation audit of the MRF and provided guidance and direction to the Department Head, supervisorial staff and line staff and suggestions for improving the cash controls. It was suggested that daily cash pickup instead of once a week pick up by security should be implemented to mitigate potential for loss. Initial steps have begun for example the City Clerk's old unbound cash receipts have been replaced with bound pre-numbered receipts. The Treasurer's staff have reviewed the petty cash process in many departments and will continue to provide training for all other departments this year.

City's Response 2017: Implemented by City Treasurer, with the exception of written procedures.

Responsible Person: City Treasurer Phil Molina

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-042 - Cash Receipts (SD)

Finding: There are no written procedures in place for reconciliation of daily cash receipts.

Recommendation: Cash receipts should be reconciled to general ledger postings daily.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. This will require all departments to be trained on proper reporting of cash to finance. Staff needs to reconcile daily cash before posting GL and follow-up needed. The Treasurer's staff is in the process of preparing written procedures for many of the daily functions performed by staff. There is a cash management manual, which is being updated to conform to City Codes and State law. Staff follows the procedures that have been handed down over the years and will be working with other departments and consultants to prepare written instructions of the function performed.

City's Response 2017: Written procedures implementation in progress with City Treasurer. Issues with posting cash batches produced by the HTE system still results in delays in completing reconciliations. Finance and City Treasurer personnel work together to provide additional review and to improve the reconciliation process.

Planned Implementation Date: September 30, 2018

Responsible Person: City Treasurer Phil Molina and Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-043 - Journal Entries to Cash (MW)

Finding: The process of preparing, reviewing, and approving journal entries was not properly designed. The CFO or acting CFO was responsible to review hundreds of journal entries, many of them affected cash, which rendered the control ineffective. The accounting system is not set up to record standard recurring entries.

Recommendation: Journal entries that affect cash should be thoroughly reviewed. However, the review process should be designed so that there are various levels of review. Recurring journal vouchers pre-approved via an amortization schedule should not need approval by CFO. In addition, monthly journal vouchers should be standardized and supporting documentation should be maintained.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18. This will be handled by the Asst. CFO and/or Controller. Examples are: standard debt payments based on amortization schedule.

City's Response 2017: The HTE system is not easily configured to manage reversing journal entries or recurring journal entries. Progress has been made in connection with preparations for the FY 17 audit to reduce data entry effort. However, a large number of entries require approval and entry. Supporting documentation has been approved but needs further improvement. Design of the business process and the assignment of responsibility and authority needs attention.

Planned Implementation Date: June 30, 2018

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process. See also current year finding 2017-012.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-044 - Journal Entries to Cash (MW)

Finding: An out-of-balance journal entry was found and correction was necessary to balance cash in the CDC Successor Agency Fund.

Recommendation: Journal entries should be reviewed before posting in the general ledger. In addition, cash-related journal entries should be reviewed by the person performing bank reconciliation during the bank reconciliation process.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18.

City's Response 2017: The CFO engaged experts to analyze past problems with ROPS and cash reconciliation and to assist with preparation of ROPS reports. The HTE system does not provide for posting Treasurer's cash accounts for more than one entity, often leading to posting errors. Staff is considering an accounting change to eliminate Treasurer's cash accounts for the Successor Agency and accounting for Agency transactions in restricted funds, capital project funds and debt funds. Further analysis is required to assure fund types are established to support GAAP accounting for the Successor Agency if it is part of the City general ledger

Additional consulting assistance will be required to provide advice and perform reviews when the Successor Agency accounts are moved to funds in the City general ledger.

Planned Implementation Date: September 30, 2018

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-045 - Journal Entries to Cash (MW)

Finding: Journal entries were posted to CDC Successor Agency Fund cash without adequate supporting documentation.

Recommendation: Journal entries should be reviewed along with appropriate documentation. Sufficient documentation should be maintained with the journal entry voucher.

City's Response 2016: We concur with the recommendation, and although it has been identified as Priority 1B, it was implemented effective August 2016.

City's Response 2017: Document review has improved. The CFO engaged experts to assist with ROPS preparation including cash reconciliation. Reports and related journal entry back up will be improved. The Controller continues to review JE's and back up for Successor Agency accounting.

Staff will prepare appropriate risk-based documentation after ICIF implementing policies have been adopted and a Compliance Team has been assigned to analyze compliance and reporting issues.

Planned Implementation Date: September 30, 2018

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-046 - Journal Entries to Cash (MW)

Finding: Reversing journal vouchers are not posted in a timely manner and prior-year reversing accruals are not easily found in following year log.

Recommendation: It is recommended that reversing journal vouchers reference original voucher, original batch number, and posted to period 1 of the following year.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. The software system needs to be set-up to do posting/reversing journal vouchers. Training or assistance from HTE may be needed. In January, staff began coordinating training with the current software provider and expect to have training conducted in this area by June 30, 2017.

City's Response 2017: HTE has been unresponsive in preparing a proposal for training and reimplementation of underused or improperly implemented software features. Staff is now focusing priority on selecting a replacement vendor for the ERP application. The City Council has approved a contract with a consulting firm that will define system requirements and manage the selection process.

The extra review required to prevent errors in the current system will continue until a new ERP is implemented. Staff will focus on simplifying the journal entry process, reducing error rates and improving audit trails for Fiscal 2019.

Planned Implementation Date: June 30, 2019

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-047 - Journal Entries to Cash (MW)

Finding: Journal vouchers and accounts payable check registers are not separated by type of transactions in the pooled cash general ledger detail. Both are currently shown as type "AJ" and description "Journal Summary". Miscellaneous journal vouchers review for accuracy is not efficient.

Recommendation: Obtain technical support from 'HTE' to see if there are options or other processes to separate AP check registers and journal vouchers by type.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment. In January, staff began coordinating training with the current software provider and expect to have training conducted throughout FY 2017-18.

City's Response 2017: The HTE vendor was not responsive to requests for application modification and training and has not submitted a proposal. Staff has done some workarounds but expects that the City's current effort to acquire and implement a new ERP will address these problems. This problem prevents the Finance Department from producing the quality information required for an effective system of internal control.

The current effort to produce monthly data in a short timeframe prevents adequate review and weakens the internal control environment. It also consumes staff time needed to analyze and correct problems associated with the current ERP. The internal control integrated framework is implemented to produce quality information that can be relied on for decision making. System control weaknesses and the competing priorities for staff time in reporting and budgeting affect the quality of information produced. To improve production of quality information staff intends to seek approval to reduce reporting frequencies and to focus on key financial and budget indicators. Redirecting efforts will improve analysis and review and will provide more time to work on systems issues that will pay off in the future.

The Control Framework guidance from COSO and GAO specifically advises against creating pressure for results that can result in shortcuts affecting information quality and proper operation of controls and systems.

Planned Implementation Date: June 30, 2018

Responsible Person: CFO Jim Throop

Status 2016: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

E+P's Comment 2017: Not yet started.

2015-048 - Journal Entries to Cash (MW)

Finding: HTE system reports are not in a format that can be easily and efficiently used for review.

Recommendation: Obtain technical support from 'HTE' to generate reports that can be utilized for review and analytical procedures.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. The current software system requires a separate report writing application in order to generate customized reports. Staff is currently training users on the report writing application.

City's Response 2017: Staff has met with HTE to secure a proposal for additional training in use of the existing ERP and assistance in properly using the system's features. However, HTE has been unresponsive in preparing a proposal for training and reimplementation of underused or improperly implemented software features. Staff is now focusing priority on selecting a replacement vendor for the ERP application. The City Council has approved a contract with a consulting firm that will define system requirements and manage the selection process.

Some staff have received training in third party report preparation tools to support technical analytical review. However widespread access to user friendly reporting and analysis limits efficiency and organizational understanding to help them meet control responsibilities. See the discussion on Finding **2015-047 EPF** for additional discussion.

Staff will continue increased levels of analytical review and reconciliation until the new ERP is implemented. Required staffing levels will be affected.

Planned Implementation Date: Interim measures remain in effect until the new ERP goes live. The estimated implementation year is Fiscal 2021.

Responsible Person: Assistant CFO Deanne Purcell

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-049 - Investments (SD)

Finding: The Treasurer's Office did not maintain a complete and accurate Treasury ratings report.

Recommendation: Treasury ratings should be monitored to comply with investment policies. The Treasurer's Office should prepare the report quarterly.

City's Response 2016: We concur with the recommendation, and it was implemented effective December 2016. Since December 2016, the Treasurer has proper ratings for every investment that needs a rating. Instruments of the United States 'Treasures' do not get a rating because they are secured by the full faith and credit of the United State Government. There may be times when a GSE (U.S. Government sponsored Enterprise), an agency instrument, has only one rating company provide a rating.

There is no law that requires a government to pay the cost of more than one rating company. On occasion, there will be an instrument with only one rating from either Fitch, S&P, Moody's or FDIC. CDs are purchased from time to time, and the City purchases a face value of less than \$245,000 so that the both the premium and earned interest is covered by FDIC.

City's Response 2017: Implemented by City Treasurer

Responsible Person: City Treasurer Phil Molina

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-050 - Investments (SD)

Finding: Cash and investments were not reported at fair market value.

Recommendation: Fair value adjustments should be determined at least quarterly, included in the Treasurer's quarterly reports, and posted to the general ledger

City's Response 2016: We concur with the recommendation, and although it has been identified as Priority 1B, it is expected to be implemented effective July 1, 2017. The Treasurer's office produces monthly investment reports to Council, staff and Finance Department which shows the fair market value amount for each investment, which is provided by AvantGard APS2 (HTE) Sungard.

That information is provided to the Finance Department monthly when the investment report is prepared. However, due to shortages in staffing that report is 2 months behind. Additionally, Finance Department staff will be trained on the AvantGard interface with Sungard HTE general ledger system to ensure proper posting.

City's Response 2017: Fair market value reporting is implemented in the City Treasurers' report. The City disagrees that the lack of quarterly postings to the general ledger are a significant deficiency. The City's portfolio is not exposed to significant duration risk and investments are conservative posing very low levels of credit risk. Though interest rates are rising gradually they remain at historically low levels. The City's general practice of holding investments to maturity further reduces the risk of loss. The Treasurer's current regular reporting market values will let the Treasurer, management and the City Council evaluate portfolio performance and risk.

At year end staff will coordinate with the City Treasurer's office to assure that changes in market values are properly recorded in the general ledger and reported in the financial statements.

Planned Implementation Date: August 2018

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Our finding stands as noted.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-051 - Accounts Receivable (MW)

Finding: A reconciliation of accounts receivable against the general ledger was not performed periodically or at year-end.

Recommendation: The receivable aging/subledger should be reconciled to the general ledger periodically by the Finance Department.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. With the recent completion of the FY 2015-16 financial audit, staff will begin training on the required periodic reconciliations.

City's Response 2017: Staff has developed complicated workarounds to create auditable balances for financial reporting purposes. The Sungard HTE system makes "point in time" reporting very difficult for accounts payable and accounts receivable balances.

Sungard - HTE has been unresponsive in preparing a proposal for training and reimplementation of underused or improperly implemented software features. Staff is now focusing priority on selecting a replacement vendor for the ERP application. The City Council has approved a contract with a consulting firm that will define system requirements and manage the selection process.

Until that system is implemented the City will have to use inefficient additional controls to reconcile general accounts receivable and accounts payable due to the limitations of the financial management software. In management's opinion these measures will detect errors that would result in material misstatement of financial reports.

Planned Implementation Date: At implementation of a new ERP, estimated to occur at July 1, 2020.

Responsible Person: Controller Christine Williams (or person supervising general accounts receivable)

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-052 - Accounts Receivable (MW)

Finding: The review of aging and collections for utilities were not centralized in the Finance Department. Review is not tied into the postings to the general ledger.

Recommendation: The receivable aging/subledger reconciliation by Finance Department should include utilities receivable.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18. With the recent completion of the FY 2015- 16 financial audit, staff will begin training on the required periodic reconciliations.

City's Response 2017: The Finance and Treasurer's department have not been able to assign staff to this issue due to workload and competing priorities. However, Finance recognizes that receivable aging and reconciliation are a key responsibility of the Chief Financial Officer to protect assets and to assure that they are properly valued in financial reports. The Treasurer's office often has the operational knowledge and expertise to advise on the valuation of the assets. Because aging and valuing miscellaneous and utility billing accounts receivable reflect on the performance of the collection operations responsible for those assets it is important to incorporate principles of segregation of duties in the process of establishing valuation allowances.

Finance Department and City Treasurer representatives will meet after budget adoption to establish and apply criteria for valuing receivables, including utility receivables.

Planned Implementation Date: Not later than August 15, 2018

Responsible Person: CFO Jim Throop and City Treasurer Phil Molina

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-053 - Accounts Receivable (MW)

Finding: Receivable aging reports were not reviewed by the Finance Department management for delinquent amounts. The allowance for uncollectibles was not analyzed or adjusted at year-end.

Recommendation: The receivables aging/subledger should be reviewed for delinquent amounts. Adjustments for allowances and/or write offs need to be approved by authorized personnel.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18. With the recent completion of the FY 2015- 16 financial audit, staff will begin training on the required periodic reconciliations.

City's Response 2017: See discussion regarding Finance consolidation, review and reconciliation of all receivables subledgers, including utilities at 2015-052, above.

Planned Implementation Date: Not later than August 15, 2018

Responsible Person: CFO Jim Throop and City Treasurer Phil Molina

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-054 - Accounts Receivable (MW)

Finding: There were no written accounting policies and procedures that specify the correct treatment for estimating the allowance for uncollectible accounts and bad debt expense.

Recommendation: Accounting policies and procedures must specify the correct treatment for estimating the allowance for uncollectible accounts and bad debt expense.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18. With the recent completion of the FY 2015-16 financial audit, staff will begin training on the required periodic reconciliations.

City's Response 2017: Policies and procedures for receivable valuation are a high priority for the Finance Department. See the discussion of reconciliation to the general ledger of all receivable balances at year end and of developing criteria for valuation of receivable in collaboration with the City Treasurer's Utility Billing Division in 2015-052 EPF, above.

Planned Implementation Date: Not later than August 15, 2018

Responsible Person: CFO Jim Throop and City Treasurer Phil Molina

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-055 - Grants Management (MW)

Finding: Accounting for grants was decentralized and no one in Finance was responsible for reviewing grant funds. This condition caused many errors, including unrecorded grants receivable, notes receivable, deferred revenues, and negative fund balances.

Recommendation: A responsible person in the Finance Department should be assigned to oversee the accounting of grants. Detailed policies and procedures should be developed, communicated to all departments who handle grant funds, implemented and monitored to ensure proper accounting and reporting of grants.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, request reimbursement on a monthly basis, and comply with all reporting requirements.

City's Response 2017: Planned weekly coordination meetings during fiscal 2017 focused on specific problems with bring grant reimbursement and reporting up to date. Workload has limited progress on making proactive improvements in grant administration. Staffing levels and priorities in departments benefitting from grants has limited efforts at citywide coordination. Grantee departments' expectations and competing priorities relating to grant administration cause them to depend on Finance rather than a participating in a collaborative effort.

Finance staff's competing priorities continue to draw attention away from grants, creating the risk of non-compliance with its related consequences. The City has not fully implemented the Administrative Requirements of OMB's Uniform Guidance (2 CFR 200). Because of the high priority placed on achieving compliance objectives, the CFO has engaged consultants to assist with drafting policies to implement controls responsive to the FY 15 and 16 Single Audit findings. Those policies include implementation of a COSO based Internal Control Integrated Framework to serve as the system of internal controls required by OMB Uniform Guidance by July 1, 2018. Other policies will focus on implementing Administrative Requirements by July 1, 2018.

Draft policies for non-standard items and new and restricted funds include processes for addressing complex regulatory and administrative requirements so that adequate staff with in depth knowledge of grant requirements can effectively administer grants from all sources.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.

Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

Another policy establishes routine reviews of staffing in the Finance Department and in operating department sections managing financial matters, including grants.

Planned Implementation Date: June 30, 2018

Responsible Person: Assistant CFO Deanne Purcell

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started. See also current year finding 2017-009.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-056 - Grants Management (SD)

Finding: Grants receivable were not tracked and reconciled to the general ledger on a monthly basis.

Recommendation: The City should establish procedures to ensure that all reimbursable costs or contract costs are billed and adherence to those procedures must be periodically reviewed by the appropriate level of management.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, request reimbursement on a monthly basis, and comply with all reporting requirements.

City's Response 2017: During fiscal 2017 the City conducted weekly grants coordination meetings. As noted above those meetings focused on making sure accurate reimbursement requests were submitted to grantors. Additional effort focused on improving cost allocation to grants. However, competing priorities affected progress.

The City's consultants will develop Uniform Guidance implementing policies after completing implementing policies for the Internal Control Integrated Framework and providing assistance to Finance Staff in preparing the Fiscal 2017 Single Audit Corrective Action Plan.

Planned Implementation Date: June 30, 2018

Responsible Person: Assistant CFO Deanne Purcell

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started. See also current year finding 2017-009.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-057 - Grants Management (SD)

Finding: FEMA - revenue was greater than expenditures due to accounts receivable not being recorded properly prior year. As a result, there is an overstatement of revenue of \$600,000 in the current year.

Recommendation: The City should establish procedures to ensure that all reimbursable costs or contract costs are billed and adherence to those procedures must be periodically reviewed by the appropriate level of management.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, request reimbursement on a monthly basis, and comply with all reporting requirements.

City's Response 2017: Turnover, workload and training issues have delayed progress on development of policies and implementation of procedures for grants. A project to implement an internal control framework responsive to the City's single audit findings is underway. The CFO has engaged consultants to provide control implementation policies including policies that implement the administrative requirements of OMB's Uniform Guidance.

The City's consultants will develop Uniform Guidance implementing policies after completing implementing policies for the Internal Control Integrated Framework and providing assistance to Finance Staff in preparing the Fiscal 2017 Single Audit Corrective Action Plan.

Planned Implementation Date: June 30, 2018

Responsible Person: Accountant Chandra Crudup

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started. See also current year finding 2017-009.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-058 - Grants Management (BP)

Finding: Procedures for grant management in accordance with the new Uniform Guidance have not been adopted.

Recommendation: The City should adopt the new Uniform Guidance and procedures should be put in place to implement the policy.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18.

City's Response 2017: Turnover, workload and training issues have delayed progress on development of policies and implementation of procedures for grants. A project to implement an internal control framework responsive to the City's single audit findings is underway. The CFO has engaged consultants to provide control implementation policies including policies that implement the administrative requirements of OMB's Uniform Guidance.

The City's consultants will develop Uniform Guidance implementing policies after completing implementing policies for the Internal Control Integrated Framework and providing assistance to Finance Staff in preparing the Fiscal 2017 Single Audit Corrective Action Plan.

Planned Implementation Date: June 30, 2018

Responsible Person: Assistant CFO Deanne Purcell

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-059 - Grants Management (BP)

Finding: Grant agreements are not maintained in an orderly manner in the Finance Department to assist in the complete and accurate recording in the general ledger.

Recommendation: All grant agreements should be reviewed and filed in the Finance Department. During review, the person responsible for grants should identify terms and conditions that affect accounting and financial reporting as well as compliance.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, request reimbursement on a monthly basis, and comply with all reporting requirements.

City's Response 2017: Turnover, workload and training issues have delayed progress on development of policies and implementation of procedures for grants. A project to implement an internal control framework responsive to the City's single audit findings is underway. The CFO has engaged consultants to provide control implementation policies including policies that implement the administrative requirements of OMB's Uniform Guidance.

The City's consultants will develop Uniform Guidance implementing policies after completing implementing policies for the Internal Control Integrated Framework and providing assistance to Finance Staff in preparing the Fiscal 2017 Single Audit Corrective Action Plan.

After Uniform Guidance implementing policies are in place staff will organize grant records consistent with the standards established in those policies.

Planned Implementation Date: September 30, 2018

Responsible Person: Accountant Chandra Crudup

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-060 - Grants Management (BP)

Finding: The City does not have a cost allocation plan for Federal awards. Only direct payroll is charged against Federal awards.

Recommendation: The City should establish what is considered allowable direct and indirect costs for Federal awards. The City may be able to charge additional payroll in the Finance department for work employees do related to Grants.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, request reimbursement on a monthly basis, and comply with all reporting requirements.

City's Response 2017: The City contracted for indirect cost and central service allocation studies with a consultant. Unfortunately, the timeliness and technical issues with the reports have delayed implementation of new cost allocations. In addition, the consultant's scope did not include creation of a cost allocation that complies with Uniform Guidance. The City continues to work with the consultant.

Management is analyzing use of the de Minimis 10% allocation allowed by 2 CFR 200. It has not used indirect cost recovery for Federal grants for years in order to preserve grant funds for direct program costs. Given other internal control priorities management intends to apply available resources to other findings and limit its action to adopting a policy regarding the de Minimis rate. It also intends to issue an RFP for cost allocation services to improve its ability to analyze the costs of City services.

Planned Implementation Date:

Policy adoption: July 1, 2019

RFP: September 30, 2018

Responsible Person: CFO Jim Throop

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started. See also current year finding 2017-005.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-061 - Grants Management (SD)

Finding: There are no procedures in place to inform the Finance Department what items get capitalized and what items were donated.

Recommendation: Establish procedures for grant coordinators to communicate to the Finance Department when there are items that need to be capitalized and when capital assets are donated.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 2 to be implemented by June 2019. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, request reimbursement on a monthly basis, and comply with all reporting requirements.

City's Response 2017: Implementing policies for Uniform Guidance will include capital asset policies consistent with the guidance.

Planned Implementation Date: June 30, 2018

Responsible Person: Management Accountant Pam Greer

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-062 - Grants Management (SD)

Finding: Several state grant funds have negative fund balances due to the unallowable costs and expenditures incurred in the past.

Recommendation: The City should take corrective action to cure the negative fund balances in state and Federal grants and should establish controls to avoid future negative fund balances.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, request reimbursement on a monthly basis, and comply with all reporting requirements.

City's Response 2017: Implementing policies for Uniform Guidance will include policies regarding monitoring grant transactions and balances and following up on unusual items, like disallowed costs.

Planned Implementation Date: June 30, 2018

Responsible Person: Accountant Chandra Crudup

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-063 - Notes Receivable (MW)

Finding: Notes receivable were not recorded in the general ledger. There were no policies and procedures in place to recognize long-term loan agreements entered into by the various departments with approval from City Council.

Recommendation: Policies and procedures should be established to obtain all long-term agreements entered into by various departments. These agreements must be reviewed for proper accounting treatment by the appropriate level of management.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff will train other departments to identify long-term agreements that have a financial impact and establish procedures for obtaining those agreements for review by Finance Department staff.

City's Response 2017: Notes receivable that result from expenditures of grant funds will be the subject of policies that implement the requirements of Uniform Guidance. The City intends to record all grant related notes to provide reasonable assurance that repayments are treated as program income and to assure documentation of City controls and related liens associated with grant funded notes.

Planned Implementation Date: June 30, 2018

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process. See also current year finding 2017-010.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-064 - Notes Receivable (MW)

Finding: Notes receivable agreements are not maintained in an orderly manner in the finance department to assist in the complete and accurate recording in the general ledger.

Recommendation: All long-term receivable agreements should be obtained and maintained by the Finance Department. A member of the Finance Department should be assigned to review the minutes of City Council meetings for long-term agreements and obtain such agreements for the Department.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff will train other departments to identify long-term agreements that have a financial impact and establish procedures for obtaining those agreements for review by Finance Department staff. Finance staff will also be trained on the review of minutes from City Council meetings for such agreements.

City's Response 2017: After implementing control policies for Uniform Guidance are adopted Finance and operating department personnel associated with notes receivable will implement an orderly system for documenting and accounting for the notes.

Planned Implementation Date: June 30, 2018

Responsible Person: Accountant Chandra Crudup

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process. See also current year finding 2017-010.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-065 - Notes Receivable (SD)

Finding: Notes receivable are not tracked and reconciled to the general ledger. Repayment of HOME and CDBG loans were not properly classified as program income.

Recommendation: Notes receivable should be reconciled to the general ledger periodically by Finance. To assist in the reconciliation, information should be obtained from the Housing Department and Economic Development Department relating to current activity.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this risk assessment, but it is planned for completion in FY 2017-18. Finance staff will train other departments to identify notes receivable information and establish procedures for obtaining that information for review by Finance Department staff.

City's Response 2017: Notes receivable that result from expenditures of grant funds will be the subject of policies that implement the requirements of Uniform Guidance. The City intends to record all grant related notes to provide reasonable assurance that repayments are treated as program income and to assure documentation of City controls and related liens associated with grant funded notes.

Tracking systems will be implemented following adoption of implementing policies for the requirements of OMB's Uniform Guidance.

Planned Implementation Date: December 31, 2018

Responsible Person: Accountant Chandra Crudup

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-066 - Notes Receivable (SD)

Finding: Interest has not been accrued on any of the notes receivable.

Recommendation: Interest on notes receivable should be calculated and billed, as appropriate. Interest income should be accrued on a modified accrual basis and recorded in the general ledger.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this risk assessment, but it is planned for completion in FY 2017-18. Finance staff will train other departments to identify notes receivable information and establish procedures for obtaining that information for review by Finance Department staff.

City's Response 2017: Preparation plans for the FY 2016-17 audit were to have produced computations of interest accruals. However staffing limitations and competing priorities prevented this from happening. Because this financial reporting issue does not expose the City to the risk of financial loss given its historical policy of forgiving accrued interest in almost all cases this calculation will only be done once per year in connection with the annual audit and single audit or during the year where adjustment is required for transactions relating to a specific loan. Interest is being calculated and billed as appropriate.

Planned Implementation Date: June 30, 2018

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-067 - Notes Receivable (SD)

Finding: Notes receivable schedules were not reviewed by Finance Department management for delinquent amounts. The allowance for uncollectibles was not analyzed or adjusted at year-end.

Recommendation: The notes receivables schedule should be reviewed and reconciled to the general ledger. Adjustments for allowances and/or write offs need to be approved by authorized personnel.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this risk assessment, but it is planned for completion in FY 2017-18. Finance staff will train other departments to identify notes receivable information and establish procedures for obtaining that information for review by Finance Department staff.

City's Response 2017: Policies related to non-standard items and restricted funds require analytical review and detailed knowledge of grant requirements. Estimating uncollectible amounts based on policy, credit and security issues will be implemented as a control activity based on the City's assessment of risk. In the meantime, staff review this in connection with its annual CAFR and Single Audit reporting requirements. Grant specific provisions will be included in Uniform Guidance implementing policies.

These receivables will be included in the policy discussion relating to valuation of all receivables expected to be completed by August 15, 2018.

Planned Implementation Date: August 15, 2018

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started. See also current year finding 2017-010.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-068 - Notes Receivable (SD)

Finding: There are no procedures in place to collect payments from developers based on residual revenues.

Recommendation: Policies and procedures must be developed and implemented to collect payments from developers based on residual revenues.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this risk assessment, but it is planned for completion in FY 2017-18.

City's Response 2017: Transactions related to notes receivable that result from expenditures of grant funds will be the subject of policies that implement the requirements of Uniform Guidance. The City intends to record all grant related notes to provide reasonable assurance that repayments are treated as program income and to assure documentation of City controls and related liens associated with grant funded notes. In addition, specific staff will be assigned to monitor compliance with grant terms and the terms of agreements related to grant, successor agency or City expenditures.

Tracking systems will be implemented following adoption of implementing policies for the requirements of OMB's Uniform Guidance.

Planned Implementation Date: June 30, 2019

Responsible Person: Grants Manager Roel Briones

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-069 - Deferred Balances (BP)

Finding: A supporting analysis was not prepared for calculating deferred balances.

Recommendation: Accounting policies and procedures should specify the correct treatment for calculating deferred amounts. The analysis documents compliance with relevant GAAP and the City's accounting policies.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 2 to be implemented by June 2019. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2018-19.

City's Response 2017: The Controller will convene a Compliance Team established pursuant to ICIF and Uniform Guidance implementing policies to review grant funded note receivable GAAP and compliance reporting objectives to develop and document policies applicable to grant funded notes receivable and related interest and valuation adjustments.

Planned Implementation Date: June 30, 2019

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-070 - Capital Assets and Construction in Progress (CIP) (MW)

Finding: The City has not fully established accurate and auditable capital assets and CIP balances as of June 30, 2015.

Recommendation: Continue remediation efforts to establish capital assets and CIP balances in the financial statements and related disclosures.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. The City's poor accounting records related to capital assets was the basis for a qualified audit opinion for FY 2015- 16, so the City takes this area very seriously. The current City staff does not possess the time, nor the expertise required to conduct a physical inventory, establish appropriate valuations, and compile complete listings of all capital assets in the City. The current workload to correct all identified issues has not allowed enough time for staff to be adequately trained to perform these functions. Therefore, staff is currently in the process of contracting for a consultant that specializes in capital asset valuations to implement this recommendation.

City's Response 2017: Completed. The CFO engaged a capital assets inventory and valuation consultant to reconstruct the City's fixed asset records and certify the compliance of their reports with accounting and appraisal standards. The project has been completed and values have been recorded in the General Ledger. The City is developing procedures to assure that the resulting detailed schedule of capital assets can be maintained in future years, including depreciation, capitalization of interest, additions and retirements.

Responsible Person: Assistant CFO, Deanne Purcell

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-071 - Capital Assets and Construction in Progress (CIP) (MW)

Finding: The City does not have a complete listing of capital assets. The City did not have a listing of ongoing and completed construction projects. It has not implemented accurate and complete asset identification, system mapping, and tagging processes that include sufficient detail to clearly differentiate and accurately track capital assets to the fixed assets system.

Recommendation: Implement processes and controls to facilitate identification and tracking of capital assets and CIP.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. The City's poor accounting records related to capital assets was the basis for a qualified audit opinion for FY 2015- 16 so the City takes this area very seriously. The current City staff does not possess the time nor the expertise required to conduct a physical inventory, establish appropriate valuations, and compile complete listings of all capital assets in the City. The current workload to correct all identified issues has not allowed enough time for staff to be adequately trained to perform these functions. Therefore, staff is currently in the process of contracting for a consultant that specializes in capital asset valuations to implement this recommendation.

City's Response 2017: Implemented. The consulting study to create a complete listing of capital assets has been completed.

Responsible Person: Assistant CFO, Deanne Purcell

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-072 - Capital Assets and Construction in Progress (CIP) (MW)

Finding: No physical inventory of capital assets and CIP has been performed for many years.

Recommendation: Perform a physical inventory of capital assets and CIP.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. The City's poor accounting records related to capital assets was the basis for a qualified audit opinion for FY 2015- 16 so the City takes this area very seriously. The current City staff does not possess the time nor the expertise required to conduct a physical inventory, establish appropriate valuations, and compile complete listings of all capital assets in the City. The current workload to correct all identified issues has not allowed enough time for staff to be adequately trained to perform these functions. Therefore, staff is currently in the process of contracting for a consultant that specializes in capital asset valuations to implement this recommendation.

City's Response 2017: Implemented. The physical inventory and valuation project has been completed and the independent auditor has removed the modification of their opinion based on the condition of the City's capital asset records.

Responsible Person: Assistant CFO, Deanne Purcell

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-073 - Capital Assets and Construction in Progress (CIP) (MW)

Finding: The City did not have adequate policies and procedures to ensure that assets acquired, whether constructed, purchased, or on a capital lease, are recorded in the general ledger and the fixed-assets system in a timely manner.

Recommendation: Establish policies and procedures to ensure that assets acquired are recorded in the general ledger and the fixed- assets system in a timely manner.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures to ensure that assets acquired are recorded in the general ledger and the fixed-assets system in a timely manner.

City's Response 2017: The City's inventory and valuation project was completed by its consultants and that database will be maintained through control activities based on ICIF implementing policies establishing standards for transaction processing systems and major asset classes.

Planned Implementation Date: December 31, 2018

Responsible Person: Assistant CFO, Deanne Purcell

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-074 - Capital Assets and Construction in Progress (CIP) (MW)

Finding: The City has not implemented a process to identify and evaluate all lease agreements to ensure that they are appropriately categorized as operating or capital, and properly reported in the financial statements and related disclosures.

Recommendation: Assign a member of the Finance Department who has sufficient knowledge and skills to identify and evaluate all lease agreements to ensure that they are appropriately categorized as operating or capital, and properly reported in the financial statements and related disclosures.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures to ensure that all lease agreements are appropriately categorized and recorded in the system and reported in the financial statements.

City's Response 2017: The City's draft policy regarding non-standard items provides for a qualified Compliance Team to assemble to address accounting treatment for transactions that occur infrequently. The City does not have a large number of leases, especially structured like the transaction for Fire Station 8. The Governmental Accounting Standards Board issued a new standard for lease accounting in June 2017 for years beginning after December 15, 2019. Earlier implementation is encouraged.

In response the CFO will convene a Compliance Team to identify and review all transactions and agreements affected by the new standard. That team will create a plan to implement the new standard during the 2018-2019 fiscal year, two years before it is required. In the course of this project the team will develop the institutional knowledge and capacity to properly implement accounting and reporting treatment for future lease transactions.

Planned Implementation Date: July 1, 2019

Responsible Person: Management Accountant Pam Greer

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-075 - Capital Assets and Construction in Progress (CIP) (MW)

Finding: The City did not transfer certain assets from CIP to "in-use" assets in a timely manner. There were no controls in place to identify completed construction projects.

Recommendation: Establish policies and procedures to identify completed construction projects and properly transfer the cost from CIP to capital assets. The policies and procedures should include determining the date placed in service, useful life, and depreciation expense.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures to ensure that completed construction projects are recorded in the general ledger and the capital assets system in a timely manner.

City's Response 2017: The City made progress in completing its year end close out review with the assistance of its inventory and valuation consultant in Fiscal 2017. The CFO has contracted with consultants to help staff develop internal control policies to address to the Single Audit findings for fiscal years 2015 and 2016. Those policies will include standards for transaction systems and major asset classes consistent with State Controller's Office guidelines and OMB's Uniform Guidance.

Policies will address how the City acquires assets and how they are valued at acquisition in addition to policies for procedures that transfer completed construction in process projects to in-use capital assets.

Planned Implementation Date:

Policies: June 30, 2018

CIP procedures: August 15, 2018

Responsible Person: Assistant CFO, Deanne Purcell

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-076 - Capital Assets and Construction in Progress (CIP) (MW)

Finding: CIP amounts that represent discontinued projects were not expensed.

Recommendation: Construction projects that have been discontinued should be properly expensed.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures to ensure that completed construction projects are recorded in the general ledger and the capital assets system in a timely manner.

City's Response 2017: Major transaction system and balance sheet category policies will follow completion of the ICIF implementing policies, the 2017 Corrective Action Plan and the Uniform Guidance implementing policies. Draft policies should be prepared by June or July 2018. Planned policies will require regular reviews of all capital projects to identify projects that should not be capitalized, construction in progress that has been abandoned or completed construction in progress that should be transferred to in-use assets.

Planned Implementation Date: Not later than August 31, 2018. Control activities related to the policy will be periodic and ongoing.

Responsible Person: Assistant CFO, Deanne Purcell

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-077 - Capital Assets and Construction in Progress (CIP) (MW)

Finding: Capital outlay expenditures were not evaluated to determine whether capitalization was appropriate

Recommendation: Capital outlay expenditures should be routinely evaluated to determine whether capitalization was appropriate.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures to determine whether capitalization is appropriate.

City's Response 2017: Policies for control activity standards have been drafted. Those policies require periodic review of problem areas identified as sources of risk and identify all Single Audit internal control findings as markers for risk in the financial system. Implementing policies for Uniform Guidance will add policies for items purchased with grant proceeds.

Purchasing and accounting staff have been briefed on the control issues involved with improperly capitalizing expenses in asset accounts. The regular periodic capital assets review for discontinued projects, completed CIP projects will integrate with controls at the point of purchase to create an integrated control framework to improve the accuracy and reliability of capital asset records. The recent project to inventory and value capital assets has resolved a number of outstanding issues related to proper capitalization. This significantly reduced the complexity involved with implementing these controls without a reliable starting point.

Planned Implementation Date:

Policy adoption: June 30, 2018

Purchasing review of expenditures: March 31, 2018

Responsible Person: Assistant CFO, Deanne Purcell

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-078 - Capital Assets and Construction in Progress (CIP) (MW)

Finding: The City does not have policies and procedures in place to properly account for capitalized interest in accordance with GAAP. Capitalized Interest normally begins at the start of preconstruction activities and ends when an asset is substantially complete and ready for use. Our audit procedures revealed that the City did not end their interest capitalization for Historic Enhancement and Revitalization of Oxnard (HERO) Project after an asset was substantially complete and ready for use. Therefore; the amount of asset was overstated by \$1,973,770.

Recommendation: Policies and procedures must be developed and implemented to properly account for capitalized interest. In addition, we recommend more effective review procedures.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures to properly account for interest capitalization.

City's Response 2017: Implemented. The Controller and Management Accountant have reviewed accounting principles for capitalization of interest and are applying those rules as part of their pre-closing review of capital asset additions. Future periodic CIP reviews will include attention to capitalized interest. New debt financed construction projects will be referred to a Compliance Team to establish GAAP accounting and monitoring programs related to capitalized interest.

Planned Implementation Date: June 30, 2018

Responsible Person: Management Accountant Pam Greer

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-079 - Capital Assets and Construction in Progress (CIP) (MW)

Finding: The rate and method of application of indirect labor cost (Labor markup) to capital projects was dated back to 2012 amounts. Application to projects is currently done through manual entries. Manual entries leave room for error and are often not timely or efficient.

Recommendation: Review and update the process for indirect cost allocation for accuracy. Review is needed to ensure that projects are assigned the appropriate labor cost.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. The City contracted for an update to the Cost Allocation Plan, and it is currently in the final stages of review. With the recent completion of the FY 2015-16 financial audit, staff will receive training on the procedures to properly assign the updated labor costs to projects.

City's Response 2017: The consultants engaged by the City to complete indirect cost, internal service and service cost analyses have not been timely in producing reports required for updating project labor charges. In addition, HTE software does not support combined payroll and project and labor distribution. HTE has been unresponsive about improving project costing functionality within the currently installed version of the software. Staff is in contact with RCS, the cost allocation consultant, about producing usable reports.

The City will continue to use manual systems to allocate indirect labor charges to capital projects until improved reports are obtained and the current ERP is replaced for fiscal 2020 or 2021. Periodic review of open projects is expected to detect problems with labor distributions for attention by the accounting and Public Works staffs.

Planned Implementation Date:

For periodic review, September 30, 2018

For ERP conversion: December 31, 2019

Responsible Person: Assistant CFO, Deanne Purcell

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-080 - Capital Assets and Construction in Progress (CIP) (MW)

Finding: There is lack of sufficient controls to track asset acquisitions and compare actual costs incurred to approved capital budgets. CIP costs are allowed to exceed recorded capital budgets. Completed projects are not properly closed on a timely manner.

Recommendation: Establish policies and procedures to track asset acquisitions and construction and compare to approved capital budgets. Recorded capital budgets must be updated for approved change orders, otherwise CIP costs should not be allowed to exceed the approved capital budgets. Projects should be closed when completed. Additional costs must not be incurred on the project when it is complete.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. For the FY 2015-16 closing process, Finance staff sent lists of projects to project managers and requested status updates or project close-out forms. In addition, Finance staff will coordinate the capital project monitoring with other departments to ensure proper budget monitoring and recording of acquisitions, change orders, and close-outs.

City's Response 2017: Turnover in Finance and Public Works and competing priorities have slowed implementation of appropriate control activities including periodic capital project review by trained, competent personnel.

The City plans to begin periodic review of capital projects and to continue to apply additional controls and analyses of capital asset costs until a new ERP can be used to implement controls that will prevent charges to projects categorized as complete.

Planned Implementation Date:

Periodic reviews: September 30, 2018

Automated controls and reports: July 1, 2019

Responsible Person: Assistant CFO, Deanne Purcell

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-081 - Capital Assets and Construction in Progress (CIP) (MW)

Finding: Department and project managers were not involved in the internal control process.

Recommendation: The capital assets listing should be routed to department and project managers to determine whether assets still physically exist.

City's Response 2016: We concur with the recommendation, and it was implemented effective December 2016. For the FY 2015-16 closing process, Finance staff sent lists of projects to project managers and requested status updates or project close-out forms. In addition, staff is currently in the process of contracting for a consultant that specializes in capital asset valuations to conduct a physical inventory to help implement this recommendation.

City's Response 2017: The recommendation was implemented as part of the City's capital assets inventory and valuation project. Finance staff intends to circulate asset listings to appropriate managers in future years to determine whether assets still exist. Implemented. Planned control policies for major transaction systems and balance sheet account classes will include regular reviews of capital projects and ongoing inventory and reconciliation of capital assets.

Planned Implementation Date: September 30, 2018

Responsible Person: Assistant CFO, Deanne Purcell

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-082 - Capital Assets and Construction in Progress (CIP) (MW)

Finding: There are individuals designated with responsibility for assuring compliance with the terms of grants and contracts; however, there was insufficient communication between these individuals and the finance department.

Recommendation: Establish policies and procedures relating to capital assets and CIP and communicate such policies and procedures to affected individuals in other departments. The finance department should lead the coordinated efforts of various departments to implement the policies and procedures.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 2 to be implemented by June 2019. The current workload to correct all identified issues has not allowed enough time for staff to develop controls and implement this recommendation, but it is planned for completion in FY 2018-19. Finance will coordinate with other departments on a regular basis to communicate policies and procedures relating to capital assets and CIP.

City's Response 2017: The City has changed its implementation priorities to adopting a COSO based Internal Control Integrated Framework through a number of implementing policies, to fully comply with Uniform Guidance Corrective Action Plan reporting requirements and to implement the administrative requirements of the Uniform Guidance by June 30, 2018. In Fiscal 2019 internal control improvements will focus first on adopting internal control policies for major transaction systems and balance sheet accounts then on designing and documenting control activities using a risk-based approach.

Implementing policies for the ICIF and Uniform Guidance will include policies related to compliance and to information and communication. This Single Audit finding, combined with problems revealed by detailed analysis of the City capital asset systems are considered important risk indicators for documentation efforts in Fiscal 2019.

Planned Implementation Date:

ICIF and Uniform Guidance policy adoption: June 30, 2018

Transaction system and balance sheet control policies adoption: September 30, 2018

Procedures design and documentation: June 30, 2019

Responsible Person: Assistant CFO Deanne Purcell

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-083 - Capital Assets and Construction in Progress (CIP) (MW)

Finding: Project managers are designated to monitor construction projects; however, there was insufficient communication between the project managers and the finance department.

Recommendation: Establish policies and procedures relating to capital assets and CIP and communicate such policies and procedures to affected individuals in other departments. The finance department should lead the coordinated efforts of various departments to implement the policies and procedures.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 2 to be implemented by June 2019. The current workload to correct all identified issues has not allowed enough time for staff to develop controls and implement this recommendation, but it is planned for completion in FY 2018-19. Finance will coordinate with other departments on a regular basis to communicate policies and procedures relating to capital assets and CIP.

City's Response 2017: From 2015-082 EPF - The City has changed its implementation priorities to adopting a COSO based Internal Control Integrated Framework through a number of implementing policies, to fully comply with Uniform Guidance Corrective Action Plan reporting requirements and to implement the administrative requirements of the Uniform Guidance by June 30, 2018. In Fiscal 2019 internal control improvements will focus first on adopting internal control policies for major transaction systems and balance sheet accounts then on designing and documenting control activities using a risk-based approach.

Implementing policies for the ICIF and Uniform Guidance will include policies related to compliance and to information and communication. This Single Audit finding, combined with problems revealed by detailed analysis of the City capital asset systems are considered important risk indicators for documentation efforts in Fiscal 2019.

Planned Implementation Date:

ICIF and Uniform Guidance policy adoption: June 30, 2018

Transaction system and balance sheet control policies adoption: September 30, 2018

Procedures design and documentation: June 30, 2019

Responsible Person: Assistant CFO Deanne Purcell

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-084 - Capital Assets and Construction in Progress (CIP) (MW)

Finding: Depreciation was not properly calculated by the automated system because the inputs were made incorrectly. No review was made by management during the year.

Recommendation: The capital assets system should be reviewed and inputs should be corrected when necessary.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures to ensure that assets acquired are recorded correctly in the general ledger so that the system can calculate depreciation.

City's Response 2017: The completion of the physical inventory and valuation of the City's capital assets significantly improved the asset database, including depreciation bases. The Controller's staff worked with the independent auditors to assure that entries for capital assets were properly calculated and recorded for fiscal 2016-2017. Planned policies for major balance sheet accounts will include capital asset depreciation policies.

However additional review and monitoring will be required due to the limitations of the HTE system. Staff will explore options to maintain capital asset records in a third-party system with better reporting and management features than the one it has been using for the last twenty years. Implementation of a new ERP for Fiscal 2020 is expected to address problems with depreciation calculations. Policies and procedures for entering and maintaining depreciation elements of capital asset master files will be based on risk and will depend on the tracking options selected by staff during fiscal 2019.

The capital assets inventory and valuation reviewed and updated all depreciation elements at June 30, 2017. This finding recommendation is implemented. Future work will be part of ICIF and Uniform Guidance efforts.

Responsible Person: Assistant CFO Deanne Purcell

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-085 - Capital Assets and Construction in Progress (CIP) (MW)

Finding: There is no process in place for reporting disposals of capital assets.

Recommendation: Policies and procedures should be established to obtain information from various departments regarding any disposals of capital assets.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 2 to be implemented by June 2019. The current workload to correct all identified issues has not allowed enough time for staff to develop controls and implement this recommendation, but it is planned for completion in FY 2018-19. Finance will develop a system for obtaining asset disposal information and coordinate with other departments on a regular basis to communicate policies and procedures relating to capital asset disposals.

2015-91

City's Response 2017: The completion of the physical inventory and valuation of the City's capital assets significantly improved the capital asset database. The CFO has engaged consultants to prepare draft policies to implement elements of the ICIF to address Single Audit Findings. Policies establishing standards for ICIF Information and Communication control activities will be drafted to assure that asset system information requirements are built into practices implemented to improve the quality of financial information. The capital asset project built high levels of understanding and appreciation for the importance of durable and accurate asset records. Staff will follow up with policies and training to assure maintenance of the capital asset database.

Planned policies for major balance sheet accounts will include these recommendations.

Planned Implementation Date:

Balance Sheet account policies: September 30, 2018

Control activity design and documentation: June 30, 2019

Responsible Person: Assistant CFO Deanne Purcell

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-086 - Accounts Payable (MW)

Finding: Reconciliation of accounts payable aging/subledger against the general ledger was not performed at end of year. It was not possible to generate the report after the cut-off date.

Recommendation: We recommend that procedures be put in place to specifically generate an accounts payable aging report at month-end. This report should be agreed to the general ledger and reviewed by an appropriate member of management.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures for accounts payable.

City's Response 2017: City staff has not received a proposal for training and implementation services from HTE-Sungard. As a result, staff must use inefficient analyses to compensate for the current ERP's inability to support accurate point-in-time reporting of subledger balances. These analyses will continue until a new ERP is implemented for Fiscal 2020.

In the meantime, a risk-based approach will be used to develop and document procedures that provide reasonable assurance that major balance sheet accounts are materially correct. Procedural documentation will be developed pursuant to control activity standards implementing the ICIF.

Planned Implementation Date:

ICIF implementing policies and control activity standards: June 30, 2018

Major balance sheet account policies: September 30, 2018

Control activity design and documentation: June 30, 2019

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-087 - Accounts Payable (MW)

Finding: No formal process in place to review master vendor file and investigate any exceptions.

Recommendation: The master vendor file should be reviewed periodically. During the review process, the file should be compared to W-9s, addresses should be compared to employees' addresses, and inactive vendors should be removed.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 2 to be implemented by June 2019. The current workload to correct all identified issues has not allowed enough time for staff to develop controls and implement this recommendation, but it is planned for completion in FY 2018-19. Finance will develop a system for reviewing vendor files.

City's Response 2017: The City has hired a purchasing manager to improve the procurement function and controls related to non-personnel costs. Staff is considering recent best practice guidance with respect to digital security of the vendor files (<http://www.gfoa.org/electronic-vendor-fraud>) as it develops procedures. The City plans to adopt policies for internal control of major transaction systems and for major balance sheet accounts. Control activity design will be risk-based. However, due to planned changes in financial management software, extensive documentation efforts will be delayed until the new system is designed and implemented.

Planned Implementation Date:

ICIF Control Activity standards: June 30, 2018

Balance Sheet and Transaction System Controls: September 30, 2018

Control activity design and documentation: Ongoing through new ERP implementation.

Responsible Person: Purchasing Manager Lisa Boerner

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-088 - Long-Term Debt (MW)

Finding: The long-term debt liability balances were not adjusted at year-end. Principal and interest payments were not posted to correct accounts and/or funds. Accrued interest was not calculated or recorded. Prior-year accrued interest was not reversed. Amortization of premiums and discounts was not recorded.

Recommendation: A monthly reconciliation of outstanding debt instruments to the general ledger should be prepared and reviewed timely. Statements received from lenders must be reconciled to the subsidiary ledger and differences investigated.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures for long-term debt.

City's Response 2017: Turnover in the position responsible for debt accounting and reconciliation has required distribution of duties among other employees during the course of recruitment. The current ERP does not have automated controls to prevent postings to closed fiscal years so reconciliation of use of debt proceeds requires additional analysis and review. The debt management and accounting position has been filled and the City expects to resume regular analysis and reconciliation of long term debt by a person trained in and familiar with accounting, contractual and regulatory issues.

Planned Implementation Date: June 30, 2018

Responsible Person: CFO Jim Throop

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-089 - Long-Term Debt (MW)

Finding: Significant adjustments for bond issuance and defeasance were not recorded. Bond proceeds of approximately \$20 million was not recorded in the general ledger.

Recommendation: Procedures should be established to capture transactions that are infrequent or non-routine in nature on a timely basis. The Financial Resources Division should communicate to the Accounting Department activities such as issuance of debt or defeasance of debt.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures for long-term debt.

City's Response 2017: ICIF implementing policies, including a policy regarding non-standard items has been drafted to provide a structured process to assure that unusual transactions, debt issuance and capital leases, are identified, analyzed, recorded and reported properly. Any debt issuance or capital lease would be treated as a non-standard item. The Finance Department will communicate with other city departments to prevent them from executing agreements that qualify as capital leases without CFO approval.

The City of Oxnard plans early implementation of the newly released GASB statement on lease accounting.

Planned Implementation Date:

ICIF implementing policy adoption: June 30, 2018

Uniform Guidance implementing policy adoption: June 30, 2018

GASB 87 - Leases implementation: July 1, 2018

Responsible Person: CFO Jim Throop

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-090 - Long-Term Debt (MW)

Finding: No policies in procedures in place to capture new debt agreements and capital leases. Debt agreements and lease agreements are not reviewed for appropriate classification of outstanding debt and capitalization of assets on capital lease. Significant notes payable and capital leases were not recorded in the general ledger.

Recommendation: Procedures should be established to capture transactions that are infrequent or non-routine in nature on a timely basis. The Financial Resources Division should communicate to the Accounting Department activities such as issuance of debt or defeasance of debt.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures for long-term debt.

City's Response 2017: ICIF implementing policies, including a policy regarding non-standard items has been drafted to provide a structured process to assure that unusual transactions, debt issuance and capital leases, are identified, analyzed, recorded and reported properly. Any debt issuance or capital lease would be treated as a non-standard item. The Finance Department will communicate with other city departments to prevent them from executing agreements that qualify as capital leases without CFO approval.

The City of Oxnard plans early implementation of the newly released GASB statement on lease accounting.

Planned Implementation Date:

ICIF implementing policy adoption: June 30, 2018

Uniform Guidance implementing policy adoption: June 30, 2018

GASB 87 - Leases implementation: July 1, 2018

Responsible Person: CFO Jim Throop

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-091 - Long-Term Debt (MW)

Finding: Compliance with debt covenants particularly rate covenants in the water and wastewater funds were not determined and reviewed in a timely manner.

Recommendation: Procedures should be improved to ensure that debt compliance determinations are prepared and reviewed timely.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures for long-term debt compliance monitoring.

City's Response 2017: Consistent operation of the control activity has been affected by turnover for both of the people assigned to this area over the last year. However, proposed rate increases, changes in variable rate debt credit facilities and litigation related to rate increases focused attention on compliance with bond indentures.

The City has consulted with its Financial Advisors and Bond Counsel and has provided informational briefings to bond rating agencies, letter of credit providers and interest rate swap counterparties about compliance with debt covenants. It has successfully replaced its letter of credit and received improved bond ratings.

An employee has been recruited for these important bond accounting, reporting and ongoing disclosure responsibilities. That person, working with Finance Department Managers, new financial advisors and bond counsel will monitor debt covenant compliance in the remainder of Fiscal 2018 and in future years and will assure compliance with continuing disclosure requirements

Planned Implementation Date: June 30, 2018

Person responsible: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-092 - Pension Plans (SD)

Finding: Census data used by CalPERS and PARS to calculate the net pension liability was not reviewed. Discrepancies in demographic and compensation data were noted in current year.

Recommendation: Review the census data used by actuaries in calculating the net pension liability and ensure that discrepancies are investigated and resolved appropriately.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. This primarily resulted from the late timing of receiving the actuarial reports. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures for obtaining census data in a timely manner to allow adequate time for review.

City's Response 2017: New staff in HR are receiving training in CalPERS administration and information was supplied to the PARS plan actuary, Bartel and Associates for the biennial valuation. Finance and HR will work together with the actuaries for both plans to assure that data required to develop appropriate actuarial analyses is complete and accurate. Inadequate staffing and training have contributed to past problems. Staffing in Payroll is inadequate for the current workload and Payroll staff found little time to process payrolls and stay up to date with training and review of changes in taxes, regulation and labor agreements. New policies drafted by the City's consultants for reviewing the adequacy of Finance Department staffing, developing training plans and conducting performance evaluations incorporating control system accountability will combine to address this problem.

The City will also adopt internal control policies for major balance sheet accounts. Those policies will include both pension and other post-employment benefit liabilities and deferred inflows and outflows.

Responsibilities in the Finance and Human Resource departments will be structured to develop expertise and organizational capacity to account for these liabilities.

Planned Implementation Date:

ICIF implementing policy adoption: June 30, 2018

Uniform Guidance implementing policy adoption: June 30, 2018

Finance and HR staff assignments: June 30, 2018

GASB 87 - Leases implementation: July 1, 2018

Responsible Person: CFO Jim Throop

Status 2016: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

E+P's Comment 2017: Policies and procedures in process.

2015-093 - Pension Plans (SD)

Finding: On several occasions during FY 2015, employee contributions for retirement plans were not remitted to the trustees on a timely basis.

Recommendation: Improve processes in place to ensure that employee contributions for retirement plans are remitted to the trustees on a timely basis all the time.

City's Response 2016: We concur with the recommendation, and it was implemented effective September 2016. Payroll staff remits employee contributions to retirement plans on a bi-weekly basis with each payroll.

CalPERS payments are submitted by wire transfer within two weeks after each payroll and PARS and Section 457 Plan payments are remitted within 30 days according to the Payroll Supervisor.

City's Response 2017: Implemented

Responsible Person: Payroll Supervisor Carol Venegas

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-094 - Use of Credit Cards (SD)

Finding: An employee in the purchasing department has the authority to contact Bank of America to issue credit cards in anyone's name under the City of Oxnard's account.

Recommendation: Issuance of credit cards should be approved by an appropriate level of management. The Purchasing Manager should review open credit card listing monthly to ensure that only current active employees have access to credit cards. Also recommend reviewing credit cards with no activity for current employees and deleting accounts if they are not deemed to be necessary to help limit exposure.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. A draft credit card policy is being reviewed that will eliminate these issues.

City's Response 2017: The Finance Department and the City Attorney's Office have prepared new purchasing ordinances and a draft Purchasing Manual. Adoption of the manual has been deferred to incorporate ICIF implementing policies, Uniform Guidance implementing policies and Major Transaction System Policies.

Planned Implementation Date:

ICIF Policies: June 30, 2018

Uniform Guidance Policies: June 30, 2018

Major transaction system policies: September 30, 2018

Purchasing manual including credit card policies and procedures: October 31, 2018

Responsible Person: Purchasing Manager Lisa Boerner

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-095 - Use of Credit Cards (BP)

Finding: Credit cards remained active for a period of 2 months to almost 9 months after employee was terminated before being cancelled.

Recommendation: The City should implement a checklist to include verifying with Purchasing Department if the employee has an active credit card as part of the termination procedures.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. A draft credit card policy is being reviewed that will eliminate these issues.

City's Response 2017: The Finance Department and the City Attorney's Office have prepared new purchasing ordinances and a draft Purchasing Manual. Adoption of the manual has been deferred to incorporate ICIF implementing policies, Uniform Guidance implementing policies and Major Transaction System Policies.

Planned Implementation Date:

ICIF Policies: June 30, 2018

Uniform Guidance Policies: June 30, 2018

Major transaction system policies: September 30, 2018

Purchasing manual including credit card policies and procedures: October 31, 2018

Responsible Person: Purchasing Manager Lisa Boerner

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-096 - Use of Credit Cards (SD)

Finding: Credit card transactions were not processed and reviewed timely by the Finance Department.

Recommendation: The Finance Department should process and review credit card transactions on a timely basis.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. A draft credit card policy is being reviewed that will eliminate these issues.

City's Response 2017: The Finance Department and the City Attorney's Office have prepared new purchasing ordinances and a draft Purchasing Manual. Adoption of the manual has been deferred to incorporate ICIF implementing policies, Uniform Guidance implementing policies and Major Transaction System Policies.

Planned Implementation Date:

ICIF Policies: June 30, 2018

Uniform Guidance Policies: June 30, 2018

Major transaction system policies: September 30, 2018

Purchasing manual including credit card policies and procedures: October 31, 2018

Responsible Person: Purchasing Manager Lisa Boerner

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-097 - Contracts (BP)

Finding: The bidding process is decentralized. All contracts and bids are not being retained by the Purchasing Department so they can have documentation that bids went through the proper channels and contracts were properly prepared.

Recommendation: Bids/proposals greater than \$25,000 should be sent to the Purchasing Department to indicate the approved bids were submitted and received according the City policy and to retain a copy for their records for a period of three years, according the Purchasing Manual.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 2 to be implemented by June 2019. The current workload to correct all identified issues has not allowed enough time for staff to develop controls and implement this recommendation, but it is planned for completion in FY 2018-19. Finance will coordinate with other departments on a regular basis to communicate policies and procedures relating to maintaining bid records.

City's Response 2017: The Finance Department and the City Attorney's Office have prepared new purchasing ordinances and a draft Purchasing Manual. Adoption of the manual has been deferred to incorporate ICIF implementing policies, Uniform Guidance implementing policies and Major Transaction System Policies.

Planned Implementation Date:

ICIF Policies: June 30, 2018

Uniform Guidance Policies: June 30, 2018

Major transaction system policies: September 30, 2018

Purchasing manual including credit card policies and procedures: October 31, 2018

Documentation, training and implementation of new purchasing policies: June 30, 2019

Responsible Person: Purchasing Manager Lisa Boerner

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-098 - Contracts (SD)

Finding: The list of FY 2015 approved contracts generated by the Purchasing Department was incomplete because some jobs that were approved by the City Manager or City Council were not updated on the network spreadsheet indicating the contracts were approved.

Recommendation: Establish procedures to ensure that list of approved contracts maintained by the Purchasing Department includes all contracts approved by the City Manager and City Council.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this risk assessment, but it is planned for completion in FY 2017-18. Finance will coordinate with other departments on a regular basis to develop and maintain a listing of approved contracts.

City's Response 2017: The Finance Department and the City Attorney's Office have prepared new purchasing ordinances and a draft Purchasing Manual. Adoption of the manual has been deferred to incorporate ICIF implementing policies, Uniform Guidance implementing policies and Major Transaction System Policies.

Planned Implementation Date:

ICIF Policies: June 30, 2018

Uniform Guidance Policies: June 30, 2018

Major transaction system policies: September 30, 2018

Purchasing manual including credit card policies and procedures: October 31, 2018

Documentation, training and implementation of new purchasing policies: June 30, 2019

Responsible Person: Purchasing Manager Lisa Boerner

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-099 - Contracts (SD)

Finding: Change orders for public works contracts exceeding \$50,000 must be submitted to City Manager for approval. Agreement No. A-7630 with Granite Construction was missing an approved change order from project file in the amount of \$82,302.

Recommendation: City needs to establish and follow procedures for approval of change orders. All change orders approval should be documented and kept in the project file with the public works department.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff will coordinate with the Public Works Department to ensure that proper supporting documentation for change orders is maintained.

City's Response 2017: The Finance Department and the City Attorney's Office have prepared new purchasing ordinances and a draft Purchasing Manual. Adoption of the manual has been deferred to incorporate ICIF implementing policies, Uniform Guidance implementing policies and Major Transaction System Policies.

Planned Implementation Date:

ICIF Policies: June 30, 2018

Uniform Guidance Policies: June 30, 2018

Major transaction system policies: September 30, 2018

Purchasing manual including credit card policies and procedures: October 31, 2018

Documentation, training and implementation of new purchasing policies: June, 30, 2019

Responsible Person: Purchasing Manager Lisa Boerner

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-100 - Municipal Golf Course (SD)

Finding: There is a lack of oversight over the service concession at the municipal golf course. The privately-owned operator currently controls all finance functions. Only a project manager, who is a City employee, is responsible for oversight. A joint bank account has not been set-up or utilized as stated in the agreement between the City and operator.

Recommendation: The City should create an oversight board to oversee the Municipal Golf Course. The oversight board should review and approve the annual business plan which includes the budgets as well as all monthly financial reports.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2018. The golf course operation has complexities with regards to the business model moving forward. The current staffing and workload to correct all identified issues has not allowed enough time for staff to perform this assessment, but it is planned for completion in FY 2017-18.

City's Response 2017: The City Council has engaged a certified public accounting firm to act as the City's internal auditor and has included an audit of the golf course and related agreements in audit plan. Further detailed review will be done as the City prepares for changes related to the end of the current management contract with the golf course operator. Governance issues relating to oversight of the operation will be addressed as part of that work.

Planned Implementation Date: June 30, 2019

Responsible Person: CFO Jim Throop

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-101 - Municipal Golf Course (MW)

Finding: The City has previously reported all revenues generated and expenses incurred by the operator in the City's financial statements. However, the City only receives a share of net receipts at the end of each year.

Recommendation: Only the share of net receipts should be reported as revenue from the service concession. Gross revenues generated and all expenditures incurred by the private operator should not be included in the City's financial statements.

City's Response 2016: We concur with the recommendation, and it was implemented effective September 2016. Finance staff has been trained to record an annual entry to record net receipts from the concessionaire.

City's Response 2017: Implemented

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-102 - Municipal Golf Course (SD)

Finding: The City did not bill the company for water used on the municipal golf course.

Recommendation: The City should bill the operator for use of any City services to operate the municipal golf course.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2018. The golf course contractual agreement has complexities with regards to water services. The current staffing and workload to correct all identified issues has not allowed enough time for staff to perform this assessment, but it is planned for completion in FY 2017-18.

City's Response 2017: The City Council has engaged a certified public accounting firm to act as the City's internal auditor and has included an audit of the golf course and related agreements in audit plan. Further detailed review will be done as the City prepares for changes related to the end of the current management contract with the golf course operator. Draft policies developed to implement the ICIF and provide a base for correction of Single Audit findings will provide a process for improving policies and procedures related to the golf course in the context of a more extensive risk assessment process and a new contract for operation of the courses.

Planned Implementation Date for Water Use Charge Policy: June 30, 2018. The new contract terms will be developed and negotiated with an operator by December 31, 2018.

Responsible Person: CFO Jim Throop

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-103 - Review and Reconciliation of Clearing Funds (SD)

Finding: Clearing funds are not reviewed and closed-out regularly. As a result of City's clean-up of these funds during our audit, material prior-period adjustments were made.

Recommendation: Close-out clearing funds periodically, quarterly, or at least annually.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures for closing out clearing funds.

City's Response 2017: The CFO has engaged consultants to implement fundamental elements of the Internal Control Integrated Framework (ICIF) and to create policies for major transaction systems and for business processes to establish control standards. Those standards will include expectations for segregation of duties, assignment of authority and responsibility, reconciliation, information and communication and monitoring for persons with responsibility for systems of processes. Valuation and reporting presentation of related balance sheet accounts will also be covered.

Planned Implementation Date:

ICIF implementing policies, including control activity standards: June 30, 2018

Control activity design and documentation: June 30, 2019

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Not yet started. See also current year finding 2017-013.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-104 - Review and Reconciliation of Clearing Funds (BP)

Finding: The City has a "trust fund" (Fund 571) to account for contributions or donations from outside parties. The contributions or donations come with various designations. The City does not have procedures in place to classify the fund balances within the general fund as "restricted, committed, assigned, or unassigned" or to account for certain funds as agency funds rather than in the general fund.

Recommendation: Review the various sources of the contributions and donations and designations made by contributors and donors. Establish procedures to classify fund balances within the general fund or to account for other funds in an agency fund.

City's Response 2016: We concur with the recommendation, and it has been identified as Priority 2 to be implemented by June 2019. The current workload to correct all identified issues has not allowed enough time for staff to develop controls and implement this recommendation, but it is planned for completion in FY 2018-19.

City's Response 2017: In connection with the FY 17 audit staff analyzed the detail of the private donations trust fund and corrected accounting for the donations recorded in the fund. Staff plans to propose a City Council policy governing acceptance and accounting for private donations.

Other trust fund accounts relating to accounts receivable from developers will be analyzed and corrected during FY 18.

Planned Implementation Date:

Donation and acceptance policy with management decision on accounting treatment:
December 31, 2018

Analysis of other trust funds: August 31, 2018

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-105 - Information and Communication (SD)

Finding: The various departments of the City operated in silos. Department heads were not actively involved in the budget and financial reporting process. Communication between the finance department and various departments was not encouraged.

Recommendation: Improve Communications among departments. The Finance Department should hold meetings with department heads periodically.

City's Response 2016: We concur with the recommendation, and it was implemented effective October 2016. With the hiring of the new CFO and two assistant CFO's, the communication between Finance and other departments began improving. Communication is encouraged. Examples include: Budget meetings with various departments coordinated by Finance, and reviews of financial information - CAFR and Single Audit.

City's Response 2017: Implemented. Most financial information is shared at Senior Leadership Team meetings and budget meetings. Senior Leadership Team meetings occur weekly and cover a wide range of topics related to management of the city and to the expectations of the City Council. Some meetings are set aside to focus on specific subject areas. The plan is to continue to share information on audit status, CAFR/Single audit status, and audit findings.

Regular communication of status of the annual GAAP audit and the Single Audit findings is occurring. Planned ICIF implementing policies include periodic meetings with the City Manager, Senior Leadership Team and City Council to discuss progress, risk and priorities in the context of the integrated framework. Those policies also establish standards and expectations for information and communication about City Council goals and management's operating, reporting and compliance objectives. The city considers improved communication a key element of building an ethical, competent and accountable organization.

New policies will institutionalize and clarify expectations for communication about risk, the internal control system and the control responsibilities of managers and employees throughout the City.

Planned Implementation Date:

ICIF Policies: June 30, 2018

Uniform Guidance Policies: June 30, 2018

Major transaction system and balance sheet account policies: September 30, 2018

Initial enterprise risk assessment: By January 31, 2019 for Fiscal 2019-2020 budget process.

Periodic ICIF reviews with Senior Leadership team and City Council: Fiscal 2018

Responsible Person: CFO Jim Throop

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

2015-106 - Monitoring Activities (MW)

Finding: There is a lack of written policies and procedures over monitoring of internal control over financial reporting.

Recommendation: Design and implement an integrated framework for internal control which includes monitoring of implementation of internal control and evaluating it on a regular basis.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff has begun evaluating internal controls over financial reporting. Written policies and procedures are expected to be completed by June 30, 2017.

City's Response 2017: The City plans to adopt ICIF implementing policies, Uniform Guidance implementing policies, and transaction system and major balance sheet policies that will address financial reporting control risks. Initial priority focuses on creating the integrated framework, complying with Uniform Guidance administrative and grant administration requirements and developing control activities to address the risks identified in audit findings.

The extent and formality of documentation depends on a risk-based approach appropriate for a rapidly changing organization. Procedural documentation will be developed consistent with ICIF Risk Assessments and staffing resources. Some control activities will be implemented through changes in practices or with limited documentation at the desk manual, FAQ or checklist level. When risks associated with transactions systems, reporting processes, fraud prevention and detection and major balance sheet items are significant, more formal and structured documentation will be prepared.

Planned Implementation Date:

ICIF Policies: June 30, 2018

Uniform Guidance Policies: June 30, 2018

Major transaction system and balance sheet account policies: September 30, 2018

Risk-based documentation of procedures: June 30, 2019

Responsible Person: Assistant CFO Deanne Purcell

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-107 - Monitoring Activities (MW)

Finding: Internal control over financial reporting was not sufficiently evaluated during FY 2015 and past years. Significant deficiencies were not communicated to senior management, Fiscal Policy Task Force, and City Council.

Recommendation: Design and implement an integrated framework for internal control, which includes monitoring of implementation of internal control and evaluating it on a regular basis.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff has begun evaluating internal controls over financial reporting. Written policies and procedures are expected to be completed by June 30, 2017.

City's Response 2017: The CFO has engaged consultants to help staff draft policies for internal controls to implement key components of the ICIF and establish key controls and control standards for major transaction systems, financial reporting processes, fraud prevention and detection activities and balance sheet items. Since Fiscal 2015 the City Council and management have engaged consultants and attorneys to evaluate the adequacy of consultants' and auditors' disclosures of deficiencies in compliance, financial reporting, budgeting and ethical practices. Subject matter consultants in local government taxes and assessments, development impact fees and human resources systems have identified numerous issues.

With the Fiscal 2014-2015 audit independent auditor's findings identified more weaknesses affecting financial reporting that were disclosed in the Single Audit reports. In addition, new staff experienced in other agencies have identified other important issues. With the support of the City Council the City staff has begun a significant multi-year effort to implement a COSO/GAO ICIF based internal control framework to provide reasonable assurance that operating, reporting and compliance objectives are met. Until that system has matured the City will use a combination of additional account reconciliation and analytical review to plug gaps in weak systems. In addition, policies to provide systematic analysis of nonstandard items, complex regulatory matters and new finance and accounting issues are planned. During the last two years the City has made significant progress in preparing financial information that is reliable. Future efforts will seek to improve timeliness and quality.

Planned Implementation Date:

ICIF Policies: June 30, 2018

Uniform Guidance Policies: June 30, 2018

Major transaction system and balance sheet account policies: September 30, 2018

Risk-based documentation of procedures: June 30, 2019

Responsible Person: CFO Jim Throop

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

2015-108 - Monitoring Activities (SD)

Finding: Part of the Organizational Assessment implementation was an internal audit function. The internal audit function has not been implemented.

Recommendation: Implement the internal audit function as soon as possible.

City's Response 2016: We concur with the recommendation, and it was implemented effective January 2017.

On February 28, 2017, City Council deliberated and established the process for interviewing consulting firms to perform the internal audit function.

City's Response 2017: The City selected a CPA firm experienced in providing internal audit services and approved a contract and a planned work program. The scope of services includes a fraud risk assessment and an employee hotline to report illegal or improper behavior. This recommendation is implemented.

Responsible Person(s): City Council

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-109 - Compliance with Certain Provisions of Laws, Regulations, Contracts, and Grant Agreements (NC)

Finding: During FY 2015, the City failed to comply with certain bond covenants as discussed below:

- a. The Water Fund's and the Wastewater Fund's debt service coverage ratio fell below the ratio required by bond covenants.
- b. The City was unable to meet the continuing disclosure requirement by the due date of March 31, 2016

Recommendation: Improve processes in place to ensure compliance with bond covenants. Part of this process is proactive monitoring by the Financial Resources Division. Any deficiencies noted during the monitoring process should be brought to the attention of top City management.

City's Response 2016: We concur with the recommendation, and it will be implemented effective March 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures for long-term debt compliance monitoring. Finance staff is currently working on the continuing disclosures required to be filed by March 31, 2017. The City's water and wastewater debt service coverage ratios continue to fall below the ratios required by bond covenant. The City is communicating with its financial partners with regards to the plan to adopt new water and wastewater rates in the next six to nine months.

City's Response 2017: The City Council has adopted utility rate ordinances that provide adequate revenue for debt coverage requirements. Planned policies provide for a risk-based approach to managing risks that threaten the City's reporting and compliance objectives. For utilities those objectives include compliance with constitutional requirements and contractual obligations. Operating objectives relating to the safety and sustainability of utility infrastructure and operations will also be considered.

This area has been the subject of litigation that increases risks that threaten City objectives and has been given extensive attention by legal, engineering, capital markets and financial experts. Continued management of these risks will require ongoing attention and resources given the importance of utilities to the community.

Implemented with future support from implementation of the integrated framework.

Responsible Person: CFO Jim Throop

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-110 - Compliance with Certain Provisions of Laws, Regulations, Contracts, and Grant Agreements (NC)

Finding: The Oxnard Successor Agency incurred administrative costs in excess of approved budget amounts as stated in the ROPS

Recommendation: Improve processes in place to ensure that the expenses reported in the private purpose trust fund were approved in the ROPS.

City's Response 2016: We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff will coordinate with the Economic Development Department to review all Successor Agency (formerly CDC) transactions to evaluate the accounting treatment, and to consider compliance with state laws and regulations affecting former RDAs.

City's Response 2017: The CFO has engaged consultants with expertise in successor agency compliance and reporting to assist in the financial administration of the agency. This coupled with recent training provided for Finance and Economic Development/CDC staff has implemented the recommendation for this finding.

Responsible Person: Controller Christine Williams

Status 2016: Not yet started.

E+P's Comment 2017: Policies and procedures in process.

City of Oxnard, California

Corrective action plan for Fiscal 2016-2017 Single Audit Findings and summary schedule of prior audit findings.
Covering findings included in audit schedules of findings for fiscal years ended June 30, 2015, 2016 and 2017.

2015-111 - Compliance with Certain Provisions of Laws, Regulations, Contracts, and Grant Agreements (SD)

Finding: The City's 2014 SCO report contained material misstatements. The City had to make material adjustments to reconcile the 2014 SCO report to the 2014 audited financial statements. In addition, the 2015 SCO report did not include all year-end final closing adjustments because the closing process has not been completed when the SCO report was due. The City is expected to make material adjustments to reconcile the 2015 SCO report to the 2015 audited financial statements.

Recommendation: Adjustments needed to reconcile the 2015 SCO report to the 2015 audited financial statements should be explained in detail in the 2016 SCO report.

City's Response 2016: We concur with the recommendation, and it was implemented effective January 31, 2017, with the submittal of the FY 2016 SCO report to the State.**City's Response 2017:** Implemented. The City's independent auditors, Eadie & Payne prepared the SCO report for FY 2015-16 and all the necessary adjustments to reconcile to the audited financial statements. The City submitted the SCO report on January 31, 2018 after management review. The City intends to continue to contract with its independent auditors to prepare and reconcile the SCO report to the CAFR. Implemented.

Responsible Person: Assistant CFO Deanne Purcell

Status 2016: Not yet started.

E+P's Comment 2017: Implemented.

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent
AGENDA ITEM NO.: 1

DATE: July 10, 2018

TO: City Council

FROM: Stephen Fischer
City Attorney

A handwritten signature in dark ink, appearing to read "S. Fischer".

SUBJECT: Response to Grand Jury Report - Campaign Signs.

CONTACT: Stephen Fischer, City Attorney
Stephen.Fischer@oxnard.org, (805) 385-7483

RECOMMENDATION:

That City Council authorizes the Mayor, the City Clerk, and the City Attorney to respond, on behalf of the City Council, to the Grand Jury report titled "Campaign Signs" dated April 5, 2018, in the form included as Attachment A.

BACKGROUND

The Ventura County Grand Jury recently published a report regarding campaign sign placement policies in five cities in the County of Ventura, including the City of Oxnard. The City is required to respond to certain findings, conclusions and recommendations in the Grand Jury report. The Grand Jury report (Attachment B) can be viewed online at: https://vcportal.ventura.org/GDJ/docs/reports/2017-18/GrandJuryReport_2017-2018_CampaignSigns.pdf.

The Grand Jury report found, concluded and recommended the following:

FA-04. The City of Oxnard provides political candidates with written policies related to sign placement within city limits. It also provides the County policies in the candidate manual.

C-03. The Grand Jury concluded the City of Oxnard's sign-placement policy provides insufficient direction regarding placement of campaign signs on private property.

R-01. The Grand Jury recommends that the County and the cities of Ventura, Oxnard, Camarillo,

Response to Grand Jury Report - Campaign Signs

July 10, 2018

Page 2

and Thousand Oaks rewrite their campaign sign-placement regulations to provide more definitive direction to candidates. This is uniquely important for the City of Ventura, which is the only city to allow campaign signs on public property. The City of Simi Valley's policy is an example of clear and concise election sign rules and regulations.

The City agrees with the finding, conclusion and recommendation, and has implemented the recommendation by updating the election sign information provided to candidates in City elections to cite relevant City Code provisions and provide information in a format similar to the format recommended by the Grand Jury.

The City is required to respond by July 17, 2018, to certain findings and recommendations presented in the Grand Jury report. A draft of the response is presented as Attachment A.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

There is no financial impact associated with responding to this Grand Jury report.

ATTACHMENTS:

Attachment A: Response to Grand Jury Form - Campaign Signs

Attachment B: GrandJuryReport_2017-2018_CampaignSigns (1)PDF

Response to Grand Jury Report Form

Report Title: Campaign Signs

Report Date: April 5, 2018

Response by: Tim Flynn

Title: Mayor

FINDINGS / CONCLUSIONS

- I (we) agree with the findings / conclusions numbered: FA-04 / C-03
- I (we) disagree wholly or partially with the Findings / Conclusions numbered: _____
 (Attach a statement specifying any portions of the Findings / Conclusions that are
 disputed; include an explanation of the reasons.)

RECOMMENDATIONS

- Recommendation number R-01 has been implemented.
 - A revised Election Sign Procedures summary has been added to the City Clerk's candidate manual for distribution to candidates for the November 2018 election. The revised summary is attached hereto.

Date: _____

Signed: _____

Tim Flynn, Mayor

ATTEST:

 Michelle Ascencion, City Clerk

Date: _____

Signed: _____

Stephen M. Fischer, City Attorney

Number of pages attached: 1

ELECTION SIGN PROCEDURES AND REGULATIONS

- The placement of election signs is subject to regulation by the City, the County, and the State of California.
- This information is provided as a courtesy to all candidates for public office who may post temporary signs within the City of Oxnard in connection with the November 2018 Election.
- Temporary, noncommercial signs, including election signs, are regulated under Oxnard City Code §§16-597, 16-602(D), and 16-605(A)(1-2).
 - City Code Website: http://www.amlegal.com/codes/client/oxnard_ca/

Election signs may be posted beginning:	Friday, September 7
Election signs must be removed by:	Friday, November 16

- A permit is not required for election signs, but the following standards must be met:
 - Signs are allowed in all zones for no more than 60 days prior to, and including the day of, the election and must be removed within 10 days after the date of the election.**
 - Freestanding signs must be no more than 6 square feet in size and shall not be located within 10 feet of any property line.
 - Signs are not allowed to be located in the public rights-of-way and will be removed without notice. This includes medians, parkways and easements, utility poles, fencing, trees, shrub, railroad crossings, or lighting systems. If you believe City staff has abated your sign and you wish to retrieve the sign, please contact the City Clerk at (805)385-7803 within 14 days of abatement. After 14 days, all abated signs are discarded.
 - Signs may only be placed on private property with the permission of the property owner or their designee.
 - Portable signs are prohibited.
- When Code Compliance Division verifies a sign complaint on private property, verbal notification will be given to the candidate or campaign headquarters (the contact identified by the candidate) to correct the sign violation(s) within a 24-hour notification period.
 - If the sign violation is abated, no further Code Compliance action will take place.
 - If the violation is not abated within the 24-hour notification, or if after being notified of the sign regulations there are repeat sign violations of the same nature on private property or in the public rights-of-way, Code Compliance will proceed with additional action, which may include abating the sign and charging the candidate/campaign representative for all costs associated with the abatement in accordance with the Oxnard City Code, and additional civil or legal action may be taken up to and including criminal prosecution for repeat violations.
- Section 1-10 and Article III of Chapter 7 of the Oxnard City Code address enforcement of violations of the City's sign regulations.



Final Report

Campaign Signs

April 5, 2018

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Campaign Signs

Summary

The 2017-2018 Ventura County Grand Jury (Grand Jury) conducted an investigation into political sign-placement policies in Ventura County (County). The Grand Jury investigated five cities: San Buenaventura (Ventura), Oxnard, Camarillo, Thousand Oaks, and Simi Valley.

The Grand Jury concluded four of the five cities' and the County's sign policies could be clearer and easier for candidates to follow. It is recommended that the County and the four cities rewrite their campaign sign-placement regulations to provide more definitive direction to candidates. The Grand Jury concluded the City of Simi Valley's policies are exemplary, presenting campaign sign information in a clear and concise manner.

Background

The Grand Jury received a complaint alleging unlawful removal of political signs.

Incorporated cities have their own policies regarding political sign placement. There are regulations as to how far in advance election signs can be placed and how quickly after an election they must be removed. The size and content of the signs, as well as the placement, may also be regulated.

The County has its own sign-placement policy for unincorporated areas. The State Department of Transportation, through the Outdoor Advertising Act, regulates the placement of signs near State or County highways.

Candidates and their designees are responsible for knowing the regulations and whom to contact in the appropriate jurisdiction if there is an issue or question. Failure to comply with regulations could result in the removal of signs, with possible penalties imposed.

Methodology

The Grand Jury reviewed the political sign-placement policies of the five largest incorporated cities in the County: Ventura, Oxnard, Camarillo, Thousand Oaks and Simi Valley. The Grand Jury contacted the Ventura County Clerk and the five City Clerks and requested sign-placement policies and/or candidate manuals.

Facts

FA-01. The County provides political candidates with a manual containing written policies related to sign placement within the unincorporated areas of the County. If questions arise, a phone number is provided to reach the Ventura County Planning Department. (Att-01)

FA-02. The City of Ventura provides political candidates with written policies related to sign placement within city limits. It also provides the County policies in the candidate manual. (Att-02)

- FA-03.** Of the five largest incorporated cities in the County, Ventura is the only city that allows campaign signs on public property within city limits.
- FA-04.** The City of Oxnard provides political candidates with written policies related to sign placement within city limits. It also provides the County policies in the candidate manual. (Att-03)
- FA-05.** The City of Camarillo provides political candidates with written policies related to sign placement. There are distinct policies for three defined zones within city limits: residential, commercial, and industrial/agricultural. The policies are nonspecific regarding timeframe for sign removal. County policies are also supplied in the candidate manual. The Code Enforcement Division phone number is provided with the policies. (Att-04)
- FA-06.** The City of Thousand Oaks provides political candidates with a two-page written policy composed of excerpts from the municipal code related to sign placement. The policy includes a website link to the entire municipal code. The City also provides the County policies in the candidate manual. (Att-05)
- FA-07.** The City of Simi Valley furnishes political candidates with written policies related to sign placement within city limits. It also provides the County policies in the candidate manual. Candidates are invited to a half-day orientation offering an overview of City government and policies. Prior to the start of the sign-posting period, letters and an illustrative flyer are mailed to candidates reminding them of City sign-posting regulations. (Att-06)

Conclusions

- C-01.** The Grand Jury concluded the County's restrictions on campaign sign posting are vague in the candidate manual. A complete list of restrictions can only be found on the actual political sign registration form. (FA-01)
- C-02.** The Grand Jury concluded the City of Ventura's sign-placement requirements for public property placement are unclear. For example, the regulation states signs may be placed in the public right-of-way, but should not "be located in a manner that may constitute a traffic hazard or create a hazardous condition for persons using the public right-of-way." (FA-02, FA-03)
- C-03.** The Grand Jury concluded the City of Oxnard's sign-placement policy provides insufficient direction regarding placement of campaign signs on private property. (FA-04)
- C-04.** The Grand Jury concluded the City of Camarillo's sign-placement policy is unnecessarily complicated because it requires candidates to know city zoning maps in order to comply with sign-placement regulations. (FA-05)
- C-05.** The Grand Jury concluded the City of Thousand Oaks' political sign-placement policy is insufficient as it relies solely on excerpts from the

municipal code. Although a link to the full municipal code is provided in the policy, it is difficult for candidates to navigate. (FA-06)

- C-06.** The Grand Jury concluded the City of Simi Valley's political sign-placement policy provides precise direction to candidates regarding sign placement. The written regulations, as well as a one-page illustrative flyer, make campaign sign requirements clear and concise. (FA-07)

Recommendation

- R-01.** The Grand Jury recommends that the County and the cities of Ventura, Oxnard, Camarillo, and Thousand Oaks rewrite their campaign sign-placement regulations to provide more definitive direction to candidates. This is uniquely important for the City of Ventura, which is the only city to allow campaign signs on public property. The City of Simi Valley's policy is an example of clear and concise election sign rules and regulations. (C-01, C-02, C-03, C-04, C-05, C-06)

Responses

Responses Required From:

City Council, City of Camarillo (C-04, R-01)

City Council, City of Oxnard (C-03, R-01)

City Council, City of Simi Valley (C-06, R-01)

City Council, City of Thousand Oaks (C-05, R-01)

City Council, City of San Buenaventura (C-02, R-01)

Board of Supervisors, Ventura County (C-01, R-01)

Attachments

Att-01. County of Ventura Campaign Sign-Placement Policy

Att-02. City of Ventura Campaign Sign-Placement Policy

Att-03. City of Oxnard Campaign Sign-Placement Policy

Att-04. City of Camarillo Campaign Sign-Placement Policy

Att-05. City of Thousand Oaks Campaign Sign-Placement Policy

Att-06. City of Simi Valley Campaign Sign-Placement Policy

Glossary

TERM

County

Grand Jury

Ventura

DEFINITION

County of Ventura

2017-2018 Ventura County Grand Jury

City of San Buenaventura

Attachment 01

County of Ventura Campaign Sign-Placement Policy

POLITICAL SIGNS

The placement of political signs is subject to regulation by the cities, county and state.

CITY

Consult the appropriate City Clerk for information concerning local sign ordinances.

COUNTY

The Ventura County Ordinance only regulates signs placed in the unincorporated areas of the county. You are encouraged to read it and if you have any questions relating to political signs, the staff of the Ventura County Planning Department will be happy to assist you. They can be reached at (805) 654-2488 or (805) 654-2451.

COUNTY SIGNS - STANDARDS AND PERMITS

County of Ventura Planning Code, Chapter 8, states:

§8110-6.8 - Political Signs

The purpose of this section is to prevent damage to Public property, protect the integrity of the electoral process and prevent the erosion of aesthetic quality and historic values within the County. It is specifically recognized that if temporary political signs on private property are not removed after the election is held, the deteriorating signs and accumulating debris become a blight, defacing the landscape. It is therefore an intent of this Article to make provision for the erection and removal of such signs after the election which they publicized has been held.

§8110-6.8.1 - Political Signs on Private Property

No temporary political sign face shall exceed thirty-two (32) square feet in area. The aggregate area of all temporary signs placed or maintained on any lot in one ownership shall not exceed ninety-six (96) square feet.

§8110-6.8.2 - Political Sign Registration

In order to keep track of the placement of temporary political signs to assure removal subsequent to an election, such signs shall be registered with the Planning Department by the candidate or his or her registered agent, or, when a ballot proposition is involved, by an authorized agent of the group or organization sponsoring the signs, prior to the distribution of such signs for the attachment or installation on any property. Registration of political signs shall be on forms available in the Planning Department and shall be accompanied by an agreement signed by the candidate or his or her authorized agent, or when a ballot proposition is involved, by an authorized agent of the group or organization sponsoring the signs, that within ten calendar days after the election all political signs shall be removed, and a certified statement by the registrant that consent will be obtained from each owner of the property on which a sign is to be posted.

§8110-6.8.3 - Location

Political signs may not be affixed, installed, or erected within 100 feet of a polling place or historic site, nor within the right of way of any highway, nor within 660 feet of the edge of a "Scenic Highway" or landscaped freeway, nor in any location where the sign will impair sight distance or create a hazard to traffic or pedestrians, nor on any telephone pole, lamppost, tree, wall, fence, bridge, bench, hydrant, curbstone, sidewalk or other structure in or upon any public right-of-way, nor upon any other public property.

§8110-6.8.4 - Time Frames

Temporary political signs shall not be posted sooner than 90 days prior to a scheduled election administered by the County Elections Department. Said signs shall be removed within 10 days after the election.

§8110-6.8.5 - Enforcement

Except for signs remaining posted after the post-election deadline, any political sign not posted in accordance with the provisions of this Article shall be deemed to be a public nuisance and shall be subject to removal by the candidate, property owner, or, when a ballot proposition is involved, the authorized agent of the group or organization sponsoring the sign or, upon their failure to do so after reasonable attempt at notice by the County, by County officers or zoning inspectors. Any political sign which is not removed within the specified period following an election shall be subject to summary removal and confiscation by the County.

STATE

As noted in the following letter from the State Department of Transportation, political signs within view of State or County highways are subject to the provisions of the Outdoor Advertising Act. The Division of Highways is prepared to answer questions about state regulation of campaign signs, call (916) 654-6473.

county of ventura



NOTICE TO ALL POLITICAL CANDIDATES

POLITICAL CAMPAIGN SIGNS AND ADVERTISING IN COUNTY ROAD RIGHT OF WAY

PUBLIC WORKS AGENCY
JEFF PRATT
Agency Director

Watershed Protection District
Tully R. Clifford, Director

Transportation Department
David L. Fleisch, Director

Engineering Services Department
Herbert L. Schirmer, Director

Water & Sanitation Department
David J. Samik, Director

Central Services Department
Janice E. Turner, Director

As we enter into the election season, it is appropriate to remind all candidates that it is a violation of the County Encroachment Ordinance (Division 12 of the Ventura County Ordinance Code) to place political campaign or other such advertisements or endorsements in the County road right-of-way. This includes the center medians, sidewalk or paths, and the portion of the County road right-of-way immediately adjacent to the pavement. (Note: The County Encroachment Ordinance applies only to the unincorporated area of the County; however, most cities have similar ordinances.)

Similarly, it is a violation to place campaign signs or other such advertisements on official traffic signs, public utility poles, or other improvements located in the County road right-of-way.

When placing any advertisements, banners, or signs on private property, please make sure that you obtain the property owner's permission. Also, please make sure these signs or banners do not interfere with motorist sight distance or pedestrian use of the right-of-way, including sidewalks and the like.

Public Works Agency does not have the resources to enforce all violations of the Encroachment Ordinance. However, if we observe them or receive notifications, we will try to notify you first and give you the opportunity to move the item. If the encroachment obstructs or interferes with the public's safe use of the right-of-way, we may have to immediately remove any such encroachment without notifying you.

We felt you would want to be aware of this Ordinance to ensure you and your supporters comply with the County's rules and regulations regarding political campaign signs and advertising. It would also be appreciated if, as soon as possible after the election is over – win or lose – all of your signs and/or banners were removed. We all take pride in the appearance of our County.

Should you have any questions, please feel free to contact me.

David Fleisch
Director
Transportation Department
(805) 654-2077, david.fleisch@ventura.org



In County road right-of-way



Hall of Administration L # 1600
800 S. Victoria Avenue, Ventura, CA 93009 • (805) 654-2018 • FAX (805) 654-3952 • <http://www.venturaonline.org>





Political Sign Registration

County of Ventura • Resource Management Agency • Planning Division

800 South Victoria Avenue, Ventura, CA 93009 • 805 654-2488 • <http://www.ventura.org/rma/planning>

CANDIDATE OR ISSUE: _____

APPLICANT: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____

I hereby agree that:

1. The candidate or issue proponent has obtained the consent of all property owners to place political signs on their property.
2. That all signs will be removed within ten calendar days after the election.
3. That all signs will comply with Sec. 8110-4 (Prohibited Signs), Sec. 8110.6.8.2 (Location) and Sec. 8110-6.8 (Political Signs) of the Ventura County Zoning Ordinance.
4. No temporary political sign shall exceed 32 square feet in area. The aggregate area of all temporary signs placed or maintained on any lot in one ownership shall not exceed 96 square feet.
5. Sec. 8110-4 - Prohibited Signs

The following signs and sign types are prohibited:

- a. Sandwich-board, A-frame and portable freestanding signs;
- b. Bench signs, except at bus stops designated on a valid bus schedule;
- c. Signs which flash, scintillate, move or rotate, except for clocks and time and temperature signs;
- d. Banners, pennants, flags (except as permitted by Sec. 8110-3e; no other flags are permitted);
- e. Captive balloons or signs which change color or appear to change color or where the intensity of light changes or appears to change, except on a temporary basis in accordance with Sec. 8110-6.11;
- f. Portable or trailer-mounted off-site advertising or tract signs;
- g. Any sign which emits sound;
- h. Any sign erected in such a manner that any portion of the sign or its support is attached to or will interfere with the free use of any fire escape, exit or standpipe, or will obstruct any stairway, door, ventilator or window;
- i. Projecting signs, unless suspended from a canopy in accordance with Sec. 8110-6.2, or attached to a service station canopy roof in accordance with Sec. 8110-6.9.1;
- j. Roof signs;
- k. Any sign or sign structure which is structurally unsafe or constitutes a hazard to health or safety by reason of design, inadequate maintenance or dilapidation;

- l. Any sign erected or attached to any tree or utility pole within any public right-of-way, or any sign erected within the boundaries of the required right-of-way for any mapped road as shown on the Circulation Element of the Ventura County General Plan;
 - m. Any sign erected in such a manner that it will or may reasonably be expected to interfere with, obstruct, confuse or mislead traffic;
 - n. The use of any item of merchandise or other commodity related to the business as a sign, except as such commodity may be permanently incorporated into a sign structure as permitted by this Article;
 - o. Signs attached to the exterior surfaces of windows; (ADD. ORD. 3810 - 5/5/87);
 - p. Off-site signs, except as specifically permitted in Sections 8110-5.1 and 8110-5.6. (ADD. ORD. 3810 - 5/5/87).
6. Sec. 8110-6.8 - Political Signs
The purpose of this section is to prevent damage to Public property, protect the integrity of the electoral process and prevent the erosion of aesthetic quality and historic values within the County. It is specifically recognized that if temporary political signs on private property are not removed after the election is held, the deteriorating signs and accumulating debris become a blight, defacing the landscape. It is therefore an intent of this Article to make provision for the erection and removal of such signs after the election which they publicized has been held.
7. Sec. 8110-6.8.3 - Location
Political signs may not be affixed, installed, or erected within 100 feet of a polling place or historic site, nor within the right of way of any highway, nor within 660 feet of the edge of a "Scenic Highway" or landscaped freeway, nor in any location where the sign will impair sight distance or create a hazard to traffic or pedestrians, nor on any telephone pole, lamppost, tree, wall, fence, bridge, bench, hydrant, curbstone, sidewalk or other structure in or upon any public right-of-way, nor upon any other public property. (AM. ORD. 3730 - 5/7/85; AM. ORD. 4216 - 10/24/00)
8. Sec 8110-6.8.4 - Time Frames
Temporary political signs shall not be posted sooner than 90 days prior to a scheduled election administered by the County Elections Department. Said signs shall be removed within 10 days after the election. (ADD. ORD. 4216 - 10/24/00)
9. Sec. 8110-6.8.5 - Enforcement
Except for signs remaining posted after the post-election deadline, any political sign not posted in accordance with the provisions of this Article shall be deemed to be a public nuisance and shall be subject to removal by the candidate, property owner, or, when a ballot proposition is involved, the authorized agent of the group or organization sponsoring the sign or, upon their failure to do so after reasonable attempt at notice by the County, by County officers or zoning inspectors. Any political sign which is not removed within the specified period following an election shall be subject to summary removal and confiscation by the County. (AM. ORD. 3730 - 5/7/85; AM. ORD. 4216 - 10/24/00)

SIGNATURE (APPLICANT)_____
DATE_____
APPROVAL SIGNATURE_____
DATE

Political Sign Registration May-2008

Attachment 02

City of Ventura Campaign Sign-Placement Policy

POLITICAL SIGNS

The placement of political signs is subject to regulation by the City of San Buenaventura, County of Ventura, and State of California.

City Regulations

Temporary Political Sign

Temporary political signs shall not be installed more than six months prior to any national election or more than three months prior to any other election, and shall be removed within ten days of the completion of the subject election. Temporary political signs identifying campaign headquarters shall not be subject to Sections 24.420.100 through 24.420.250. Temporary political signs located on private property shall have the permission of the property owner. Temporary political signs may be located in a public right-of-way, such as within treewells, sidewalks, or parkways but not within medians or roadways. No temporary political sign on private property or in a public right-of-way shall be located in a manner that may constitute a traffic hazard or create a hazardous condition for persons using the public right-of-way.

(Excerpt from Municipal Code, Chapter 24.420.050, Paragraph 10)

Owner's Authorization

It shall be unlawful for any person or persons to post, stick, stamp, paint or otherwise affix, or cause to be done by another, any notice, placard, bill, poster, or advertisement to or upon any sidewalk, crosswalk, curbing, hydrant, tree, fence, inclosure or building, or upon any telegraph, telephone, or electrical lighting pole, without first obtaining the permission of the owner, agent or occupant thereof.

(Excerpt from Municipal Code, Section 18.220.010, Paragraph E)

Handbills

It shall be unlawful for any persons, either directly or indirectly, to distribute, deposit, place, throw, scatter, or cast, any handbill in or upon any public thoroughfare, park, ground, or other public place within the city or upon any private yard, grounds, walk, porch, steps, mailbox, vestibule, house, residence, building, or any other private property.

(Excerpt from Municipal Code, Section 18.220.010, Paragraph A)

Attachment 03
City of Oxnard Campaign Sign-Placement Policy

POLITICAL SIGNS

The placement of political signs is subject to regulation by the cities, county and state.

CITY In a further effort to make Oxnard more attractive, candidates and committees are requested to follow these guidelines for posting political signs:

1. Signs and bumper stickers should not be placed on public or private property without the owner's consent.
2. Signs and bumper stickers should not be placed so as to obstruct intersections, cover traffic signs, or otherwise constitute a safety hazard.
3. Signs and bumper stickers with adhesive backing should not be affixed to any structure.
4. Signs should be removed promptly within 10 days after the election.

Any inquires about political signs will be referred to the candidate by the City Clerk's Office.

Attachment 04
City of Camarillo Campaign Sign-Placement Policy

CITY OF CAMARILLO

SIGN REGULATIONS DURING ELECTION PERIODS AND OTHER TIMES

This handout summarizes the City of Camarillo's Sign Code¹ provisions regarding "noncommercial signs"² that may be posted with campaign or political messages. Some noncommercial signs are permitted at any time, and other sign opportunities are only provided during an "election period," which is defined as "the period commencing 90 days before any national, state, or local election in which city electors may vote up through the date of the election."³

Temporary Noncommercial Sign Opportunities on a Parcel During an Election Period

<u>Residential Zones</u>	<u>Commercial Zones</u>	<u>Industrial & Agriculture Zones</u>
8 temporary freestanding noncommercial signs • 6 sq. ft. area/face • 4 feet max. height • Non-illuminated • Must be removed promptly after the election	8 temporary freestanding noncommercial signs • 32 sq. ft. area/face • No more than 4 feet high at the bottom of the sign • 10 feet maximum height • Non-illuminated • Must be removed promptly after the election	8 temporary freestanding noncommercial signs • 32 sq. ft. area/face • No more than 4 feet high at bottom of the sign • 10 feet maximum height • Non-illuminated • Must be removed promptly after the election

The Sign Code also provides the following noncommercial sign opportunities at all times.

Temporary Noncommercial Sign Opportunities on a Parcel at All Times

<u>Residential Zones</u>	<u>Commercial Zones</u>	<u>Industrial & Agriculture Zones</u>
2 temporary freestanding noncommercial signs (which may be for campaign messages) • 6 sq. ft. area • 4 feet height • Non-illuminated	N/A	N/A
1 temporary window sign (which may be a noncommercial/campaign sign) is permitted on each building frontage • 6 sq. ft. in area or 25% of the window area of any single window, whichever is greater	No more than 25% of the window area may be utilized for window signs, which may include noncommercial/campaign signs	1 temporary window sign (which may be a noncommercial/campaign sign) is permitted on each building frontage • 6 sq. ft. in area or 25% of the window area of any single window, whichever is greater

In addition to the above opportunities, and subject to the consent of the property owner, a noncommercial message of any type may be substituted for all or part of the commercial or noncommercial message on any sign allowed under the City's Sign Code. No special or additional approval is required to substitute a noncommercial message for any other message on a

¹ Camarillo Municipal Code (CMC) Chapter 17.04.

² CMC §17.04.020 (Definitions) defines a "noncommercial sign" as "a sign that does not name, advertise or call attention of a commercial or industrial business, commodity, product, good, service or other commercial or industrial activity for a commercial or industrial purpose." This definition include signs with political or campaign messages.

³ CMC §17.04.020.

CAM #4831-6922-0144 v3

permitted sign, provided the sign structure is already approved or exempt from the City's sign permit requirement and no structural or electrical change is made. (CMC §17.04.040.D.)

General Time, Place and Manner Sign Code Regulations Affecting Noncommercial Signs

Please note that:

- No sign may be placed or erected on private property without the full knowledge and consent of the lawful occupant or, if there is no lawful occupant, without the full knowledge and consent of the property owner. (CMC §17.04.040.B.)
- No sign may be placed in a manner that impedes, obstructs, denies or impairs the sight distance for safe pedestrian or vehicular traffic. If a residential property abuts a non-residential road, please make sure the sign is located on the private property and, if possible, set back at least 10 feet from the public road. (CMC §17.04.070.A.3; §17.04.130.M.)
- Signs may not be placed on any public property or in the public right-of-way, which includes, but is not limited to, any street, sidewalk, walkway, parkway, floodway, wall, or other city-owned structure. Signs also may not be posted in such a manner as to hang over or into a sidewalk or walkway area. (CMC §17.04.070.A.1.)
- Signs may not be attached to any other sign including any traffic sign or be posted in any way that would create a hazard for pedestrian or vehicular traffic. (CMC §17.04.130.M.)

Any sign not in compliance with the regulations above or other applicable provisions of the Camarillo Municipal Code may be removed by the City. Nothing prohibits the removal of any sign that is determined by the Public Works Director or Director of Community Development, or their designees, to be an immediate danger to persons or property. Additionally, any sign may be removed with the property owner's authorization. (CMC §17.04.140.) If a sign is removed by the City, it will be stored in the Community Development Department at City Hall. It is the candidate's responsibility to reclaim the sign.

If you have any questions, you can contact Elena in the Code Enforcement Division at (805) 383-5660.

Attachment 05
City of Thousand Oaks Campaign Sign-Placement Policy

POLITICAL SIGNS

City Council Candidates may elect to use campaign signs to promote their candidacy. The City asks that each candidate keep in mind the best interests of the community through compliance with the following excerpts from the Thousand Oaks Municipal Code for placing campaign signs. The City's desire is to maintain an aesthetically pleasing appearance in the City, while providing sufficient opportunity for each candidate to increase voter awareness.

Excerpts from the Thousand Oaks Municipal Code

Definition: A sign erected prior to an election to advise or identify a candidate, campaign issue, election proposition, or other related matters. [TOMC §9-4.2303]

Timing: Political Signs cannot be displayed sooner than (45) days before Election Day and must be removed no later than (7) days after election. [TOMC §9-4.2304(d)]

Unauthorized Removal of Signs: No person shall remove, destroy, relocate or otherwise disturb any political sign without the permission of the party who erected the sign. It shall be presumed, as to signs for political candidates, that the political candidate or his or her representative is the party who erected the sign. It shall further be assumed that the committee who has registered with the Secretary of the State to support a position on a ballot proposition is the party who erected the sign taking the position on a ballot measure. This subsection shall not prohibit the owner of a piece of property, or authorized representative, from removing a sign from property when the sign has been erected without consent; and provided, nothing in this subsection shall prevent the Thousand Oaks Community Development Director or authorized representative from taking action to abate sign violations pertaining to political signs pursuant to TOMC §9-4.2304(e). [TOMC §9-4.2304(f)]

Permitted Zones: Residential, trailer park development, commercial and industrial zones, per the following: [TOMC §9-4.2305, 9-4.2306, 9-4.2307, 9-4.2308 and 9-4.2309]

Size Requirements: Temporary political signs shall be permitted and shall not exceed twelve (12') square feet in area and six (6') feet in visible height. [As outlined in Permitted Zones.]

Placement: One political sign per candidate or position on a ballot issue shall be displayed on any one side of a parcel of record having frontage on a public street.

However, if the parcel has frontage along two public streets, two signs are permitted, one along each frontage---provided the distance between the two signs is not closer than 100 feet. [TOMC §9-4.2309(v)]

Political signs identifying more than one candidate qualify as a sign for each candidate. Therefore, candidates identified on a joint political sign are not permitted to place any other sign on a parcel fronting the same public street.

Political signs are permitted on existing advertising and/or directional signs of NEW subdivisions in residential zones. Political signs are permitted on existing off-site free standing signs in commercial and industrial zones. [TOMC §9-4.2306(a)(11) and 9-4.2309(v)]

Political signs may **not** be attached to real estate advertising signs, placed on public property or in public right of ways. [TOMC §9-4.2309(w)(3)(vi), 9-4.2309(v), and §9-4.2305]

The entire Municipal Code may be viewed online at:

http://www.amlegal.com/codes/client/thousand-oaks_ca/

Attachment 06
City of Simi Valley Campaign Sign-Placement Policy

SIGN PROCEDURES***City of Simi Valley Sign Regulations***

- The placement of political signs is subject to regulation by the City, the County, and the State of California.
- This information is provided as a courtesy to all candidates for public office who may post temporary signs within the City of Simi Valley in connection with the November 2016 Election.
- Temporary, non-commercial signs, including political signs, are regulated under Simi Valley Municipal Code §9-37.070 (Temporary Sign Standards).

Election signs may be posted beginning:	Friday, September 9
Election signs must be removed by:	Tuesday, November 15

- A permit is not required for non-commercial signs, but the following standards must be met:
 - **Signs are allowed in all zones for no more than 60 days prior to, and including the day of, the election and must be removed within 7 days after the date of the election.**
 - Freestanding signs must be no more than 12 square feet in size and shall not exceed a height of six feet, including the framework supporting the sign.
 - Signs are not allowed to be located in the public rights-of-way and will be removed without notice. This includes medians, parkways, and easements. If you believe City staff has abated your sign and you wish to retrieve the sign, please contact the Public Services Center at (805) 583-6400 within 14 days of abatement. After 14 days, all abated signs are discarded.
 - Signs may only be placed on private property with the permission of the property owner or their designee.
 - Signs placed on private property are required to include identification/contact information for the sign owner (candidate or campaign representative) affixed in the lower right hand corner of the sign or incorporated in the sign graphics. The required information includes name, address, and telephone number for the candidate/campaign representative. As an alternative, address information may be maintained on file with the organization, the individual, the campaign office, or the County of Ventura Elections Division and made easily accessible if verification of sign ownership is requested.

- Signs placed on commercial/industrial private property and residential vacant lots are required to have property owner permission and must have the property owner's name and phone number affixed to the lower right hand corner of the sign. As an alternative, the property owner's authorized representative (property manager or leaseholder) may provide permission for the sign placement and "Property Owner Permission on File" may be affixed to the sign instead of the owner's name and telephone number, provided that the contact information is maintained on file with the organization, the individual or the campaign office and made easily accessible if verification of property owner permission is requested.
- The property owner name and phone number is not required to be posted on election signs placed on single-family residential properties, since it is implied that the property owner is giving permission by the act of posting the sign in the front of their home on their property.
- Signs may not be placed on utility poles, fencing, trees, shrubs, railroad crossings, or lighting systems.
- Portable signs are prohibited.
- When Code Enforcement verifies a sign complaint on private property, verbal notification will be given to the candidate or campaign headquarters (the contact identified by the candidate) to correct the sign violation(s) within a 24-hour notification period.
 - If the sign violation is abated, no further Code Enforcement action will take place.
 - If the violation is not abated within the 24-hour notification, or if after being notified of the sign regulations there are repeat sign violations of the same nature on private property or in the public rights-of-way, Code Enforcement will proceed with additional action, which may include abating the sign and charging the candidate/campaign representative for all costs associated with the abatement in accordance with the Simi Valley Municipal Code, and additional civil or legal action may be taken up to and including criminal prosecution for repeat violations.
- Please be advised that Section 9-37.070.E of the Simi Valley Municipal Code prohibits the unauthorized removal or destruction of lawfully placed temporary signs.
- Section 9-37.090 of the Simi Valley Municipal Code addresses enforcement of violations of Chapter 9-37.
- The City of Simi Valley Temporary Sign Responsibility Form can be found on page 17.



September 1, 2016

Dear Candidate:

This letter is being sent as a courtesy to all candidates for public office who may post temporary signs within the City of Simi Valley in connection with the November 2016 Presidential and General Election. In an effort to ensure that your signs comply with the City's Municipal Code, I encourage you to review Chapter 37 of the Simi Valley Municipal Code, which regulates non-commercial temporary signs, including election signs. The following summarizes some of the regulations pertinent to election signs during this campaign season, and an illustrative flyer is included to assist in understanding these regulations. A permit is not required for non-commercial signs, however the following standards must be met:

- Freestanding signs must be no more than 12 square feet in size and shall not exceed a height of six feet, including the framework supporting the sign.
- Signs are not allowed to be located in the public rights-of-way and will be removed without notice. This includes medians, parkways, and easements. If you believe City staff has abated your sign and you wish to retrieve the sign, please contact the Public Services Center at (805) 583-6400 within 14 days of abatement. After 14 days, all abated signs are discarded.
- Signs are allowed in all zones for no more than 60 days prior to, and including the day of, the election and must be removed within 7 days after the date of the election.
- Signs may only be placed on private property with the permission of the property owner or their designee.
- Signs placed on private property are required to include identification/contact information for the sign owner (candidate or campaign representative) affixed in the lower right hand corner of the sign or incorporated in the sign graphics. The required information includes name, address, and telephone number for the candidate/campaign representative. As an alternative, address information may be maintained on file with the organization, the individual, the campaign office, or the County of Ventura Elections Division and made easily accessible if verification of sign ownership is requested.
- Signs placed on commercial/industrial private property and residential vacant lots are required to have property owner permission and must have the property owner's name and phone number affixed to the lower right hand corner of the sign. As an alternative, the property owner's authorized representative (property manager or leaseholder) may provide permission for the sign placement and "Property Owner Permission on File" may be affixed to the sign instead of the owner's name and telephone number, provided that the contact information is maintained on file with the organization, the individual or the campaign office and made easily accessible if verification of property owner permission is requested.

Bob Huber, Mayor Keith L. Mashburn, Mayor Pro Tem Glen T. Becerra, Council Member Steven T. Sojka, Council Member Mike Judge, Council Member

3929 Tapo Canyon Road, Simi Valley, CA 93063-2199 805.583.6700 www.simivalley.org

- The property owner name and phone number is not required to be posted on election signs placed on single-family residential properties, since it is implied that the property owner is giving permission by the act of posting the sign in the front of their home on their property.
- Signs may not be placed on utility poles, fencing, trees, shrubs, railroad crossings, or lighting systems.
- Portable signs are prohibited.

When Code Enforcement verifies a sign complaint on private property, verbal notification will be given to the candidate or campaign headquarters (the contact identified by the candidate) to correct the sign violation(s) within a 24-hour notification period. If the sign violation is abated, no further Code Enforcement action will take place. If the violation is not abated within the 24-hour notification or if after being notified of the sign regulations there are repeat sign violations of the same nature on private property or in the public rights-of-way, Code Enforcement will proceed with additional action, which may include abating the sign and charging the candidate/campaign representative for all costs associated with the abatement in accordance with the Simi Valley Municipal Code, and additional civil or legal action may be taken up to and including criminal prosecution for repeat violations.

Please be advised that Section 9-37.070.E of the Simi Valley Municipal Code prohibits the unauthorized removal or destruction of lawfully placed temporary signs. Section 9-37.090 of the Simi Valley Municipal Code addresses enforcement of violations of Chapter 9-37.

Enclosed you will find the City's Statement of Responsibility Form for Temporary Political Signs. Please complete this form and send it back to the City Clerk's Office at your earliest convenience.

Questions regarding the City's sign requirements and enforcement should be directed to Kevin Murphy at (805) 583-6319 or Nancy Cole at (805) 583-6386 in the Community Services Department. A copy of Simi Valley Municipal Code Chapter 9-37 (Signs) is available on the City's website, www.simivalley.org or at the City Clerk's Office, (805) 583-6748.

Your attention to this matter is appreciated.

Respectfully,



Ky Spangler
Deputy Director/City Clerk

Encl.

cc: City Manager
City Attorney
Director of Environmental Services
Director of Community Services
Director of Public Works
Deputy Director/City Planner
Deputy City Manager
Code Enforcement Manager

2016 General Election Candidate's Guide to Placing Campaign Signs in Simi Valley

Campaign signs may be posted on private property beginning Friday, September 9, 2016.

All signs must be removed no later than Tuesday, November 15, 2016.

The following information is required on signs:



Sign must be 12 square feet or less.

Identification

Name, telephone number, and address of the candidate or the campaign's telephone number and address affixed to the sign or incorporated in the sign's graphics or candidate contact information can be on file where City staff can access it.

Permission

Signs must have property owner permission to be posted on private property, and the phrase, "Property owner permission on file" must be affixed to the sign or the property owner's name or authorized representative's name and telephone number must be on the sign.

The identification requirements are not required to be affixed to the sign if the sign is posted on single family residential property. However, **no signs are allowed to be posted in medians or anywhere in the parkway areas (public right-of-way).**

Prohibited Signs:

- Signs in public rights-of-way
- Portables or A-frame signs
- Signs that are attached to other signs, landscaping, fencing, or utility poles, or lighting systems
- Signs over 12 square feet
- Signs higher than six feet
- Signs on private property without property owner or authorized representative's permission



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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: July 10, 2018

TO: City Council

THROUGH: Alexander Nguyen
City Manager

A handwritten signature in black ink, appearing to read "Alexander Nguyen".

FROM: Alexander Nguyen
City Manager

SUBJECT: Agreements for City Council Review.

CONTACT: Alexander Nguyen, City Manager
Alexander.Nguyen@oxnard.org, 805-385-7430

RECOMMENDATION:

That City Council, pursuant to Ordinance No. 2835, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:

- A. Tomahawk Strategic Solutions (8092-17-FI) to provide tactical emergency training services (\$13,500).
- B. Granite Construction (Purchase Order No. 6924) for hot asphalt material for street pavement repair (\$200,000).
- C. Vulcan Materials (Purchase Order No. 6912) for hot asphalt material for street pavement repair (\$50,000).
- D. WBCP, Inc. (8198-18-CO) to close out City Manager Executive Recruiter contract (\$2,620).

BACKGROUND

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

Agreements for City Council Review
July 10, 2018
Page 2

FINANCIAL IMPACT

A complete explanation of the agreement and funding sources are attached.

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

ATTACHMENTS:

Attachment A: City Manager Contract List for July 10, 2018

City Manager Contract List for 07/10/2018

Contracts from \$25,000 to \$250,000

L.2.a

A Tactical Emergency Services Training

Vendor: Tomahawk Strategic Solutions
Type: Amendment
Agreement No.: 8092-17-FI
Amendment No.:

Purchase Order No.: 6598
Begin Date: 11/01/2017
End Date: 10/31/2018
Term: 12 months

Amount to be Approved: \$13,500
Current FY Amount: \$16,500
Total Contract Amount: \$30,000
Funding Source: Payment made by Ventura County Fire Protection District to Oxnard City - no Fiscal impact
Vendor Selection Process: Sole Source
of Bids/Proposals/Quotes: N/A
Project Manager: Alex Hamilton
Department: Fire Department
Telephone: 805-385-7708
Email: alexander.hamilton@oxnard.org

Purpose: Staff is requesting authorization to enter into a First Amendment with Tomahawk Strategic Solutions (8092-17-FI) to provide tactical emergency training and increase the amount of the agreement by \$13,500 for a total amount not-to-exceed \$30,000.

Tomahawk Strategic Solutions provides regional tactical emergency medical service training to fire and police personnel from Ventura County and the City of Oxnard. The original agreement did not account for the cost of Ventura County personnel to be trained.

This amendment will allow the City of Oxnard to pay Tomahawk Strategic Solutions for services rendered. Ventura County Fire Protection District has paid the City of Oxnard in full for the nine (9) personnel trained from their agency in the amount of \$13,500.

City Manager Contract List for 07/10/2018

Contracts from \$25,000 to \$250,000

L.2.a

B PO/Street Maintenance-Hot Asphalt Material for Street Pavement Repair

Vendor: Granite Construction
Type: Purchase Order
Agreement No.:
Amendment No.: N/A
Purchase Order No.: 6924
Begin Date: 07/01/2018
End Date: 06/30/2019
Term: 1 Year

Amount to be Approved: \$200,000
Current FY Amount: \$0
Total Contract Amount: \$200,000
Funding Source: Measure "O"
Vendor Selection Process: Request for Bids (RFB)
of Bids/Proposals/Quotes: 2
Project Manager: Raymond Williams, Streets Manager
Department: Public Works Department
Telephone: 805-385-7909
Email: raymond.williams@oxnard.org

Purpose: Staff is requesting authorization to enter into a Blanket Purchase Order with Granite Construction in the amount of \$200,000 for the purchase of hot mix asphalt material. This Blanket Purchase Order is to purchase hot mix asphalt material for FY 2018-19.

Pursuant to the City's Purchasing Policies, a Request for Bid (RFB) was posted on April 10, 2018 and closed on May 9, 2018. The RFB was posted on Public Purchase Website, the City Website and advertised in Vida Newspaper. Staff did not receive any bids. A second Request for Bid (RFB) was posted on May 14, 2018 and closed on May 21, 2018. Two (2) vendors were invited to bid and 74 vendors were notified of the RFB based on their classification. Two bids were submitted. Bids were received from Granite Construction and Vulcan Materials.

Streets Division is requesting a Blanket Purchase Order with Granite Construction for hot mix asphalt to repair street pavement. The City issues each company a Blanket Purchase Order as the supply of hot mix asphalt can become unavailable from a single company from time to time. Granite is used as the primary supplier based on cost. Vulcan will be used as a backup when Granite is unable to provide hot mix-asphalt.

City Manager Contract List for 07/10/2018

Contracts from \$25,000 to \$250,000

L.2.a

C Blanket Purchase Order/Street Maintenance-Hot Asphalt Material for Street Pavement Repair

Vendor: Vulcan Materials
Type: Purchase Order
Agreement No.:
Amendment No.: NA
Purchase Order No.: 6912
Begin Date: 07/01/2018
End Date: 06/30/2019
Term: 1 Year

Amount to be Approved: \$50,000
Current FY Amount: \$0
Total Contract Amount: \$50,000
Funding Source: Measure "O"
Vendor Selection Process: Request for Bids (RFB)
of Bids/Proposals/Quotes: 2
Project Manager: Raymond Williams, Streets Manager
Department: Public Works Department
Telephone: 805-385-7909
Email: raymond.williams@oxnard.org

Purpose: Staff is requesting authorization to enter into a Blanket Purchase Order with Vulcan Materials in the amount of \$50,000 for the purchase of hot mix asphalt material for Fiscal Year 2018-19.

Pursuant to the City's Purchasing Policies, a Request for Bid (RFB) was posted on April 10, 2018 and closed on May 9, 2018. The RFB was posted on Public Purchase Website, the City Website and advertised in Vida Newspaper. Staff did not receive any bids. A second Request for Bid (RFB) was posted on May 14, 2018 and closed on May 21, 2018. Two (2) vendors were invited to bid and 74 vendors were notified of the RFB based on their classification. Two bids were received. Bids were received from Granite Construction and Vulcan Materials.

Streets Division is requesting a Blanket Purchase Order with Vulcan Materials for hot mix asphalt to repair street pavement. The city issues each company a BPO as the supply of hot mix asphalt can become unavailable from a single company from time to time. Granite is used as the primary supplier based on cost. Vulcan will be used as a backup when Granite is unable to provide hot mix-asphalt.

City Manager Contract List for 07/10/2018

Contracts from \$25,000 to \$250,000

L.2.a

D First Amendment to Agreement No. 8198-18-CO

Vendor: WBCP, Inc.
Type: Amendment
Agreement No.: 8198-18-CO
Amendment No.: 1
Purchase Order No.: NA
Begin Date: 02/28/2018
End Date: 10/31/2018
Term: 1 Year

Amount to be Approved: \$2,620
Current FY Amount: \$23,400
Total Contract Amount: \$26,020
Funding Source: General Fund
Vendor Selection Process:
of Bids/Proposals/Quotes:
Project Manager: Stephen Fischer, City Attorney
Department: City Attorney's Office
Telephone: 805-385-7483
Email: stephen.fischer@oxnard.org

Purpose: To cover additional expenses incurred during the City Manager recruitment process due to the need to reschedule meetings.



**CITY COUNCIL
AGENDA REPORT**

AMENDED ITEM

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: L-3

DATE: July 10, 2018

TO: City Council

THROUGH: Alexander Nguyen
City Manager

FROM: Chelsea Reynolds
PACC Manager/Interim Cultural and Community Services Director

SUBJECT: Cultural Arts Grants.

CONTACT: Chelsea Reynolds, PACC Manager
Chelsea.Reynolds@oxnard.org, 385-8165

RECOMMENDATION:

That the City Council approve the disbursement of recommended grant awards from the Art in Public Places fund to Oxnard-based legacy and emerging organizations and Oxnard-based artists (emerging, mid-career and collaborative) named in Attachment A, as part of the 2018/19 Cultural Arts Grant program.

BACKGROUND

After the approval of the Oxnard Cultural Plan in 2009, City Council identified the cultural arts and creative place-making as a city priority, further heightened by the creation of the Oxnard Arts Committee and then the formation of the Cultural Arts Commission in 2015. Through the City's Arts in Public Places Fund, developer fees are allocated toward arts initiatives and programming in the City. Historically, a portion of this fund is allocated through the Arts Commission Grant program (formerly a Cultural Arts Committee initiative).

The Oxnard City Council approved this year's \$170,000 allocation from the Art in Public Places Fund for the 2018-2019 grant cycle at its April 3, 2018, City Council Meeting. This disbursement of Arts in Public Places Fund revenues is for the purpose of providing funding to Oxnard-based arts and cultural organizations, and artists in the form of grants to support ongoing operations and activities in the City and to encourage local artists' development.

A Request for Proposal (RFP) was issued, which included the criteria for grant eligibility, categories of grant recipients, and ranges of potential grant awards. Forty-nine proposals were received in response to the RFP; 20 from organizations and 29 from individual artists and artists collaborations. This is the highest number of proposals received since the RFP process was initiated.

Review panels were established to adjudicate the grant applications. Due to the number of Cultural Arts Commissioners who have either submitted a grant application or have a professional relationship with a grant applicant, it was not possible to obtain a quorum of the Commission to approve the grant awards. Upon discussion with the City Attorney's office during the previous grant cycle, it was determined that the most transparent and expedient way to move forward with awarding the grants was to convene the City Council's Cultural Arts Committee, presenting funding recommendations and then forward them to the full City Council for the award approval decision.

A Special Meeting of the Cultural Arts Committee was held on June 11, 2018. The Committee voted unanimously to approve the funding recommendation for full City Council approval. Attachment A lists each applicant's score, category ranking, and proposed award amount with a brief description of their contribution to the City of Oxnard's artistic and cultural vibrancy.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 3. Strengthen neighborhood development, and connect City, community, and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

This agenda item also supports the Economic Development strategy, as the arts can be a driver of economic growth in any community. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character.

Goal 2. Enhance business development.

Objective 2c. Capitalize on historic, cultural and natural resources.

FINANCIAL IMPACT

Funding for the Cultural Arts grants was approved by the City Council on April 17, 2018, in the amount of \$170,000. Currently, the Arts in Public Places fund has a balance of \$272,161.50.

Cultural Arts Grants

July 10, 2018

Page 3

With the recommended grant total of \$159,798 and \$45,000 encumbered for Iconic city murals with Council approval on April 17th, the unencumbered balance of the AIPP fund is \$67,363.50.

ATTACHMENTS:

Attachment A: 2018-2019 Cultural Arts Grant Awards

**2018-2019 Cultural Arts Grants
Proposed Awards**

Artist's Project Grants				
Emerging Artists	Total Score	Proposed Award		Description
		Max = \$1,500		
Arcelia Martinez	91	100%	\$ 1,500	Short documentary film about Rene Corado, Oxnard resident, biologist and author, originally from Guatemala.
Antonio X. Chavez	91	100%	\$ 1,500	Puppet shows and book readings to promote respect and sensitivity toward people of all races and cultures.
Cynthia Rodriguez	89	97%	\$ 1,467	Production of a music video featuring the band Cigaratz.
Zuleima Jimenez	88	96%	\$ 1,450	"The Legend of Plants"-creating an artistic legend of the medicinal plants that grow in Oxnard
Sevina Altanova	79	87%	\$ 1,302	"Dance to Relax" - dancing, yoga, and meditation classes at local community centers
Crescencio Fajardo	78	86%	\$ 1,285	"Oxnard Birds in Flight" - documenting local bird species in high quality resolution
Sandra Montecalvo	69	76%	\$ 1,137	Creation of a collection of photographic portraits featuring Oxnard's aspiring artists, to be showcased on website, social media, galleries and community events.
			\$9,641	

Mid-Career Artists	Total Score	Proposed Award		Description
		Max = \$2,000		
Julio Alcala	96	100%	\$ 2,000	"Memoir of a Girl From Oxnard"-adapting the writings of late Oxnard author Michele Serros into a short film; all Oxnard locations and cast.
Jace Martin	91	95%	\$ 1,896	Sharing the practices and principles of music production, engineering, songwriting, etc. with local youth who are aspiring artists.
Armando Vazquez	91	95%	\$ 1,896	"Yo Tambien"/Me Too project - book and play from locals' testimonials will be shared with the community.
Christine Morla	90	94%	\$ 1,875	Creating visual art inspired by Oxnard's diverse cultures; working in a public studio space.
Leslie Rinchen-Wongmo	90	94%	\$ 1,875	"Threads of Awakening" - sharing experiences via a book in development as the first Westerner trained in Tibetan sacred textile art.
Connie Korenstein	89	93%	\$ 1,854	Living history performances at Heritage Square
Candace Hopkins (new)	86	90%	\$ 1,792	Using natural pigments to create works on paper depicting Oxnard's urban, industrial and natural environment.
Mauricio Giron (new)	85	89%	\$ 1,771	Mariachi music education workshops
Damein Smith (new)	80	83%	\$ 1,667	Sharing a music composition honoring legacy of artist's father through community outreach events.
Rene Corado	79	82%	\$ 1,646	Motivational book tour and conferences
Phil Zubiate (new)	66	69%	\$ 1,375	Using wax-based colored pencils, an innovative/easy to understand drawing technique will be taught.

**2018-2019 Cultural Arts Grants
Proposed Awards**

George Ortega	64	66%	\$ 1,333	Producing a movie trailer to interest actors and investors in creating the full-length feature film in Oxnard.
\$20,980				

Collaborative Group	Total Score	Proposed Award		Description
		Max = \$2,500		
"Alma Rose"-Cheyne Castroni et al. (new)	96	100%	\$ 2,500	"Folk Art in the Park"-community storytelling, dance, and visual arts; monthly participatory art series
Las Salseras, Hilda Martinez, et al	93	97%	\$ 2,421	Preserving and expanding traditional dance, community folk arts, and oral traditions
Jacquie Biaggi et al.	91	95%	\$ 2,370	"Clay Coming to Life" - 3 women ceramicists present their work and their experiences through workshops and reception
Jaime Bailon et al. (new)	86	90%	\$ 2,240	"The Oxnard Plain"-Residencies and workshops at the CAM Studio Gallery bringing other artists and sharing with the community
Diego Magana et al.	71	74%	\$ 1,849	Production of an albumette (6 tracks); sales to be donated to Inlakech and Boys&Girls Club
			<u><u>\$11,380</u></u>	

Organization Grants				
Legacy	Total Score	Proposed Award		Description
		Max = \$10,000		
	107	100%	\$ 10,000	Award-winning international films, documentaries and independent films shown at Oxnard's Plaza 14 Cinema
Oxnard Film Society				
Channel Islands Maritime Museum	107	100%	\$ 10,000	World-class maritime paintings, nautical treasures, lectures, art shows and events at harbor location
Inlakech	107	100%	\$ 10,000	Teaching children, youth, and adults mariachi and cultural heritage; regular local performances
Oxnard Downtowners	102	95%	\$ 9,533	Mural created and completed at the 25th annual Oxnard Salsa Festival
New West Symphony	101	94%	\$ 9,439	Live symphonic performances at the PACC, with educational outreach and school collaborations
Neighbors Embracing Multicultural Arts (NEMA)	101	94%	\$ 9,439	Dancers and performers showcasing Near Eastern artistry and culture
Acuna Art Gallery/Café on A	99	93%	\$ 9,252	Offering arts, cultural, and educational activities for Oxnard's diverse populations, empowering and inspiring civic pride.
\$67,663				

Emerging	Total Score	Proposed Award		Description
		Max = \$8,000		
Philippine Center Att: Elpidio Bucao	105	100%	\$ 8,000	Preserving and presenting Filipino art, culture and heritage, especially through Filipino youth

**2018-2019 Cultural Arts Grants
Proposed Awards**

Oxnard Music Advocacy Group c/o Ventura County Arts Council Att: Cherie Moraga	103	98%	\$ 7,848	Providing classroom music instruction by qualified music teachers; adding parent/child vocal classes
Rhythm of the Coast Att: Byron Ward	100	97%	\$ 7,619	F.M. community radio station; includes a poetry slam and open mic nights
O'My Theater Att: Cheryl Kewley	99	96%	\$ 7,543	Youth performers of all ages present live theater
One Love Dance Co. Att: Julie Medina	93	88%	\$ 7,086	Dance, movement and healthy lifestyle classes for farm and factory working women in Oxnard.
DB Group Att: Rosa Carbajal	89	86%	\$ 6,781	Bringing high quality talent for monthly brunch party concerts at Heritage Square
Hip Hop Collective Att: Mark Spencer	69	67%	\$ 5,257	Building bridges through music, especially hip-hop
\$50,134				

\$170,000	Total Grant
\$159,798	Total Proposed Awards
\$10,202	Remainder



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: July 10, 2018

TO: City Council

THROUGH: Alexander Nguyen
City Manager

FROM: Jim Throop
Chief Financial Officer

Jim Throop

SUBJECT: City of Oxnard General Fund Loan to LMD 31 Rancho De La Rosa.

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, (805) 385-7475

RECOMMENDATION:

That City Council approve and authorize:

1. The Mayor to execute Agreement No. A-8072 between the City of Oxnard and Landscape Maintenance District 31 – Rancho De La Rosa for a loan in the amount of \$45,000 plus 2.9% interest to fund the replacement of fencing at LMD 31 Rancho De La Rosa;
2. The obligation created by this Agreement as memorialized by the Promissory Note and the Chief Financial Officer is authorized to effectuate this loan;
3. A budget appropriation in the amount of \$45,000 to LMD 31 Rancho De La Rosa (Fund 157) for replacement of fencing (Fenceworks, Inc. 8242-18-FN).

BACKGROUND

Agreement number A-8072 represents a loan between the City of Oxnard and Landscape Maintenance District 31 – Rancho De La Rosa (LMD 31) to pay for the replacement cost of fencing located along the perimeter of the District. LMD 31 does not have sufficient funding to pay for the replacement costs at this time. This agreement will be paid back over 3 fiscal years at an interest rate of 2.9% with interest being paid on the balance each year. The repayment plan is as follows:

July 1, 2019: \$16,305

Approval of Agreement No. A-8072 Between the City of Oxnard and LMD 31 Rancho De La Rosa
July 10, 2018
Page 2

July 1, 2020: \$15,870
July 1, 2021: \$15,435

Agreement No. 8242-18-FN represents a negotiated contract with Fenceworks, Inc. for the replacement of fencing they removed at LMD 31 Rancho De La Rosa in which the contract between the City and Landscape Maintenance District will fund.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

A General Loan Fund of \$45,000 will be provided to LMD 31 Rancho De La Rosa to pay for the partial replacement fencing cost. The loan will be recorded in FY 2018-19 with a 3 fiscal year repayment plan beginning FY 2019-20. An appropriation of \$45,000 will be budgeted to LMD 31 Rancho De La Rosa Professional Service Special Project (157-1606-804-8229) in FY 2018-19. The principal and interest payment of the loan will be budgeted in future fiscal years, i.e., FY 2019-20, FY 2020-21, and FY 2021-22.

ATTACHMENTS:

Attachment A - Agreement No. A-8072

Attachment B - Promissory Note

Attachment C - Budget Appropriation

**AGREEMENT BETWEEN THE CITY OF OXNARD AND
THE RANCHO DE LA ROSA LANDSCAPE MAINTENANCE DISTRICT**

This agreement ("Agreement") is made as of the 10th day of July, 2018, by and between Rancho De La Rosa, a landscape maintenance district ("LMD"), and the City of Oxnard, a municipal corporation ("City"). Each of Agency and City are sometimes hereinafter referred to as a "Party" and collectively as the "Parties." The Agreement is effective as of the first date listed above ("Effective Date") for the purposes stated herein.

RECITALS

WHEREAS, the LMD wishes to complete some fencing work this coming summer, but it can only afford to pay \$45,000 of this fencing, which is only half of the work required;

WHEREAS, the City Council finds this fencing serves a public purpose in that it is along Rose Avenue, so it provides a traffic safety barrier and also makes a major City arterial more aesthetically pleasing;

WHEREAS, the City entered into Agreement Number A-8242-18-FN with Fenceworks, Inc. ("Fencing Contract") for \$90,000 of fencing within the LMD;

WHEREAS, the City wishes to loan the LMD \$45,000 by paying this on the Fencing Contract through the City's General Fund for the above-mentioned public purpose; and

WHEREAS, the LMD wishes to repay the City \$15,000, along with interest, for each of the upcoming three fiscal years for this debt.

COVENANTS

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the City and the LMD, the Parties agree as follows:

1. The recitals listed above are hereby incorporated into this Agreement.
2. The City shall pay \$45,000 of the Fencing Contract utilizing funds from the City's General Fund. The City shall pay the remaining balance of the funds owed on the Fencing Contract out of the LMD Fund.
3. The LMD shall reimburse the General Fund \$16,305 by July 1, 2019, another \$15,870 by July 1, 2020, and the final \$15,435 by July 1, 2021. The rate of interest for this loan is 2.9%. The rate of interest for this loan shall be 2.9% per year based on the outstanding amount of the loan. Interest shall be due and payable at the same time as when principal is due.

4. This Agreement shall commence on the Effective Date and shall terminate on the date the LMD makes all payments in full as listed in Section 3 to the General Fund.

5. This Agreement constitutes the entire and integrated agreement of the Parties regarding its subject matter. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. All amendments must be in writing.

6. If any term, clause, or provision of this Agreement is held to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected, but shall remain in full force and effect in accordance with the terms hereof.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by and through their respective duly authorized officers on the Effective Date.

CITY OF OXNARD

By: _____
Tim Flynn, Mayor

Date: _____

Attest:

By: _____
Michelle Ascencion, City Clerk

Date: _____

Approved as to content:

By: _____
Phillip Molina, City Treasurer

Date: _____

Approved as to form:

By: _____
Stephen Fischer, City Attorney

Date: _____

Promissory Note (Installment Repayment)

\$45, 000.00

Dated: July 10, 2018

For value received,

LMD 31 Rancho De La Rosa Assessment District, Borrower,

Address: 300 W. Oxnard Blvd, Oxnard, CA 93030

Promises to pay City of Oxnard, Noteholder, with an address of 300 West Third Street, Oxnard, CA 93030 the principal amount of \$45,000.00, with interest at the annual rate of 2.9 percent, on any unpaid balance.

Payments are payable to the noteholder in three (3) consecutive installments including interest:

First Installment: \$16,305.00 by July 1, 2019

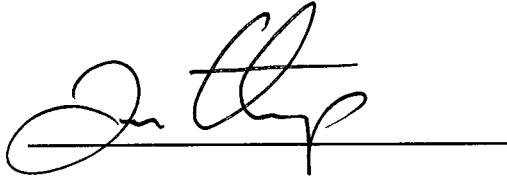
Second Installment: \$15,870.00 by July 1, 2020

Third Installment: \$15,435.00 by July 1, 2021

If not paid off sooner, this note is due and payable in full on July 1, 2021.

This note may be prepaid in whole or in part at any time without penalty. If the Borrower is in default more than 30 days with any payment, this note is payable upon demand of the Noteholder. This note is not assumable without the written consent of the Noteholder.

The Borrower waives demand, presentment for payment, protest, and notice. In the event of any default, the Borrower will be responsible for any costs of collection on this note, including court costs and attorney fees.

A handwritten signature in black ink, appearing to read "Jim Throop", is written over a horizontal line.

Signature of Borrower

Jim Throop; Chief Financial Officer – City of Oxnard

Printed Name of Borrower

REQUEST FOR BUDGET APPROPRIATION - FY18-19

Department: Finance
Project/Program
Manager: Sandra Burkhart

Date: June 26, 2018
Phone: (805) 385-7496

Reason for Appropriation:

Appropriate \$45K funding for Fenceworks, Inc. Agreement No. 8242-18-FN (funding received via loan from Gen Fund, A-8072)

Accounts and Descriptions

AMOUNT

Fund: 157 (LMD #31) **Rancho De La Rosa**

Expenditures/Transfers Out

157-1606-804.82-29	CONTRACTS & SERVICES / PROF SRVC-SPECIAL PROJ	<u>45,000</u>
	Sub-total Expenditures	<u>45,000</u>

Net Change to Fund Balance	<u>45,000</u>
-----------------------------------	----------------------

Net Appropriation Change	<u>45,000</u>
---------------------------------	----------------------

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 5

DATE: July 10, 2018

TO: City Council

THROUGH: Alexander Nguyen
City Manager

FROM: Jim Throop
Chief Financial Officer

Jim Throop

SUBJECT: Annual Report on Development Impact Fees (AB1600).

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, (805) 385-7475

RECOMMENDATION:

To receive and file the annual development impact fee report (AB1600) to the City Council for the fiscal year ended June 30, 2017.

BACKGROUND

The Mitigation Fee Act (Act), commonly known as Assembly Bill 1600 (AB1600), was adopted by the state of California in 1987 and created Section 66000 et. seq. of the Government Code. AB1600 was enacted to ensure that new development mitigates its impact on the City's infrastructure.

AB1600 requires that agencies report annually on the fees collected and the use of those fees. The requirements are:

1. The beginning and ending balances in each fee account;
2. The amount of fees collected during the preceding year;
3. Identifying the projects that fees were expended on and the percentage of the total project costs that was funded with fees;

Annual Report on Development Impact Fees (AB1600)

July 10, 2018

Page 2

4. The expected date that construction will commence on improvements to be funded by the fees collected for which sufficient fees have been collected to fund the construction of the project; and
5. A description of any inter-fund transfers or loans, and the interest that the account will receive for the loan and the date on which the loan will be repaid.

FINANCIAL IMPACT

There is no financial impact from this report.

ATTACHMENTS:

Attachment A: City of Oxnard AB1600 Annual Report Fiscal Year 2016-17 FINAL



Development Impact Fee Annual Report



For Fiscal Year Period Ending in June 30, 2017

Prepared by:



Harris & Associates.

22 Executive Park | Irvine, CA | 92614

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Section 2 - Overview of Current Development Impact Fee Program	2
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Executive Summary

Development Impact Fees are generally fees imposed by a local government on new or proposed development projects to ensure public services and infrastructure will be sufficient to serve those new development projects. California state law requires local agencies on an annual basis to prepare a report on the status of their Development Impact Fee (DIF) program.

The following sections will provide the legal context for this annual report, a summary description of each of the City of Oxnard's development fees, and an accounting snapshot including revenues collected and expenditures for each of those funds in Fiscal Year 16/17 (July 1, 2016 thru June 30, 2017).



Figure 1 – City of Oxnard Civic Center

Section 1 - Requirements of Mitigation Fee Act (AB1600)

The Mitigation Fee Act (Act), commonly known as Assembly Bill 1600 (AB1600), was adopted by the state of California in 1987 and created Section 66000 et. seq. of the Government Code. AB1600 was enacted to ensure that new development mitigates its impact on the City's infrastructure.

AB1600 requires that agencies report annually on the fee collected and the use of those fees. The requirements are:

1. The beginning and ending balances in each fee account;
2. The amount of fees collected during the preceding year;
3. Identifying the projects that fees were expended on and the percentage of the total project costs that was funded with fees;
4. The expected date that construction will commence on improvements to be funded by the fees collected for which sufficient fees have been collected to fund the construction of the project; and
5. A description of any inter-fund transfers or loans, and the interest that the account will receive for the loan and the date on which the loan will be repaid.



Section 2 - Overview of Current Development Impact Fee Program

The City of Oxnard currently collects the development impact fees listed in the table below. The table also provides the authorization through council action via ordinances and resolution numbers that established and/or updated the fee and the fund that the fee is collected into.

Fee	Fee Establishment / Authorization	Fund No.
Circulation System Improvement Fee	Ord. 2258, Res. 10016, 10673, 13328, 13600, 13890	354
Public Art Fee	Res. 9813, 12290, 13013, 13736, 14124	547
Growth Requirement Capital Fee (Residential & Non Residential)	Ord. 2258, Res. 10275, 10996, 12975	355 & 356
Park Acquisition and Development Fee	Ord. 1421, 1448, 1696, 1949, 2031	352
Storm Drainage Fee	Ord. 2258, Res. 10274	353
Water Resource Development Fee	Ord. 2624	603
Water Capital Facility Charge	Resolution 9717	605
Wastewater Connection Fee	Ord. 2709	613
Wastewater Treatment Fee	Ord. 2709	623

Section 3 - Description of Current Development Impact Fee Program

The following section provides a description of the each of the development impact fees the City collects.

Circulation System Improvement Fee (Traffic Impact Fee)

The City's Circulation System Improvement Fee (Traffic Impact Fee) was established under Ordinance 2258 and Resolutions 10016, 10673, 13328, 13600, and 13890. The City charges a fee to all new development and redevelopment in the City that generates additional vehicular trips above which can be reasonably associated with the current use of the property. The fee is used to construct improvements to the circulation system.



Park Acquisition and Development Fee

The Park Acquisition and Development Fee (Park Fee) was established by Ordinances 1421, 1448, 1696, 1949, and 2031. The Park Fee requires that all new residential development pay a fee to fund construction of new parks.

Growth Requirement Capital Fee

The City's Growth Requirement Capital Fee funds general governmental facilities such as fire and police stations, City Hall, corporation yard and recreation facilities. The current fee is based on Ordinance 2258 and Resolutions 10275, 10996, and 12975. The fee is collected based on additional covered space created by any new development.



Figure 2 – Windrow Park, City of Oxnard



Figure 3 – Rendering of Fire Station No. 8, City of Oxnard

Storm Drainage Fee

The City's Storm Drainage Fees are based on Ordinance 2258 and Resolution 10274. The City imposes a fee on new development based upon their prorated share of the cost of constructing the improvements identified in the City's Master Plan of Drainage.



Figure 4 – Storm water drains into the Pacific Ocean at Oxnard Shores neighborhood



Water Resource Development Fee and Capital Facility Charge

The City collects a Water Resource Development Fee and Capital Facility Charge for new, expanded or additional service connections based on the diameter of the meter installation which is directly related to the volume of water required for the new, expanded or additional service connection.

The Water Resource Development Fee pays for the development of new water sources, such as recycled water, to offset demand by new customers, and water conservation projects, reducing water demand. The Water Resource Development Fee was adopted by Ordinance 2624.

The Water Capital Facilities Charge pays for master-planned capacity improvements to the City's water system, such as the addition of new production, treatment, storage, transmission and distribution facilities. The Water Capital Facilities Charge was adopted by Resolution 9717.



Figure 5 – Advanced Water Purification Facility, Oxnard

Wastewater Connection Fee and Wastewater Treatment Fee

The City to collects a Wastewater System Connection Fee and Wastewater Treatment Fee for new, expanded or additional service connections. The City impose fees based on new development's prorated share of the cost of constructing the improvements identified in the City's Master Plans for Wastewater Treatment and Conveyance. The current Sewer Facilities Fee was adopted by Ordinance 2709.



Figure 6 – Public Art at The Collection at Riverpark

Public Art Fee

The Public Art Fee is based on Resolutions No. 9813, 12290, 13013, 13736 and 14124. The purpose of the program is to install works of art in conjunction with new development, in locations accessible to the public, for the edification of viewers, the enhancement of the City's appearance, and the mitigation of certain effects of development projects. All new development projects pay this fee.

Section 4 - Development Impact Fee Fund Summary

The following table provides an accounting of each impact fee fund for Fiscal Year 16/17. The table summarizes the starting fund balance, the amount of fees collected, the interest earned, the total expenditures, and the fiscal year ending fund balance. This information satisfies requirements one and two of AB1600 reporting requirements.



DEVELOPMENT IMPACT FEE FUND SUMMARY

Description	Fund No.	Park Acq & Dev Fee 352	Storm Drain Fee 353	Circulation System Improvement Fee 354	Growth Req. Capital Fee (Residential) 355	Growth Req. Capital Fee (Non Res.) 356	Public Art Fee 547	Water - Resource Development Fee 603	Water - Capital Facility Charge 605	Wastewater - Connection Fee 613	Waterwater - Treatment Fee 623
Starting Balance											
As of July 1, 2016		\$ 452,106	\$ 7,507,263	\$ 2,450,756	\$ -	\$ -	\$ 247,456	\$ 16,012,364	\$ 2,427,754	\$ 1,336,869	\$ 691,013
REVENUES											
Fees Collected		\$ 64,200	\$ 244,538	\$ 2,935,773	\$ 1,347,928	\$ 62,438	\$ 184,497	\$ 1,013,421	\$ 123,805	\$ 656,285	\$ 1,853,004
Interest		\$ 1,715	\$ 26,670	\$ 30,267	\$ 2,245	\$ (1,640)	\$ 1,282	\$ 171,918	\$ 8,644	\$ 1,964	\$ 5,362
Other Revenues											
Total Revenues		\$ 65,915	\$ 271,208	\$ 2,966,040	\$ 1,350,173	\$ 60,798	\$ 185,779	\$ 1,185,339	\$ 132,449	\$ 658,249	\$ 1,858,366
EXPENDITURES											
Expenditures											
Total Expenditures		\$ 26,839	\$ 24,436	\$ 1,750,055	\$ 42,808	\$ 18,847	\$ 105,885	\$ 717,683	\$ -	\$ 119,916	\$ 21,870
(NET) FUND TRANSFERS		---	---	---	\$349,950*	\$41,951**	---	---	---	---	---
Ending Balance											
As of June 30, 2017		\$ 491,182	\$ 7,754,035	\$ 3,666,741	\$ 957,415	\$ -	\$ 327,350	\$ 16,480,020	\$ 2,560,203	\$ 1,875,202	\$ 2,527,509

* Transfer out for Debt service payment related to Civic Center Phase 2 Project. See Section 6 - Interfund Transfers for further discussion

** Transfer out (\$116,650) for Debt service payment minus Transfer in (\$74,699) to eliminate deficit fund balance. See Section 6 - Interfund Transfers for further discussion



Section 5 - Project Expenditures

The tables in this section identify the capital improvement projects within each fund, the expenditures on each project, and the percentage of the project that was funded with fees. It also indicates whether sufficient funds have been identified to complete the project and the approximate date by which the construction of the public improvement will commence, if sufficient funds have been identified. This section meets requirements three and four of the AB1600 Annual Reporting requirements. The City is presently working to do a complete update to its 5-year Capital Improvement Program (CIP), and the fund balances will be allocated to projects through that process.



FUND NO. 352

Park Acquisition and Development Fee

DESCRIPTION: The Park Acquisition and Development Fee funds the construction of new parks.

<u>Project No.</u>	<u>Project Name</u>	<u>Project Budget</u>	<u>Fund 352 Budget¹</u>	<u>Fund 352 Expense PTD</u>	<u>Fund 352 Expense FY 16-17</u>	<u>Fund 352 Future Expenditures²</u>	<u>% Funded by Fee³</u>	<u>Sufficient Funds to Complete Project? (Y/N)</u>	<u>Approx. Construction Start Date</u>
905701	Cabrillo Neighborhood Park	\$144,000	\$16,837	\$0	\$0	\$16,837	11.7%	Y	2019
945702	Citywide Park Rehab	\$320,968	\$320,968	\$26,839	\$26,839	\$294,130	100.0%	Y	2018
GRAND TOTAL		\$464,968	\$337,805	\$26,839	\$26,839	\$310,967			

Fund Balance (as of 6/30/2017)	\$ 491,182
Future Expenditures	\$ 310,967
Surplus / Deficit	\$ 180,215

¹ The total amount that has been appropriated from this Fund to this project through FY 17/18

² Anticipated future expenditures from this Fund dedicated to this project through FY 17/18

³ Percentage of total project cost that will be financed through this Fund through FY 17/18



FUND NO. 353

Storm Drainage Fee

DESCRIPTION: The City's Storm Drainage Fees funds new storm drainage improvements in the City required to serve new development.

<u>Project No.</u>	<u>Project Name</u>	<u>Project Budget</u>	<u>Fund 353 Budget¹</u>	<u>Fund 353 Expense PTD</u>	<u>Fund 353 Expense FY 16-17</u>	<u>Fund 353 Future Expenditures²</u>	<u>% Funded by Fee³</u>	<u>Sufficient Funds to Complete Project? (Y/N)</u>	<u>Approx. Construction Start Date</u>
133116	Hueneme Road Widen Improvement	\$ 3,897,268	\$ 197,824	\$ 283,104	\$ -	-	5.1%	Y	2015
-	Other - Services - Printing & Bind	-	-	-	\$ 63	-	-	n/a	n/a
-	Other - Indirect Prorated Cost Change	-	-	-	\$ 24,373	-	-	n/a	n/a
GRAND TOTAL		\$ 3,897,268	\$ 197,824	\$ 283,104	\$ 24,436	\$0			

Fund Balance (as of 6/30/2017)	\$ 7,754,035
Future Expenditures	0
Surplus / Deficit	\$ 7,754,035

¹ The total amount that has been appropriated from this Fund to this project through FY 17/18

² Anticipated future expenditures from this Fund dedicated to this project through FY 17/18

³ Percentage of total project cost that will be financed through this Fund through FY 17/18



FUND NO. 354

Circulation System Improvement Fee

DESCRIPTION: The City's Circulation System Improvement Fee (Traffic Impact Fee) funds traffic improvements needed to serve new development.

Project No.	Project Name	Project Budget	Fund 354 Budget ¹	Fund 354 Expense PTD	Fund 354 Expense FY 16-17	Fund 354 Future Expenditures ²	% Funded by Fee ³	Sufficient Funds to Complete Project? (Y/N)	Approx. Construction Start Date
173102	Traffic Signal Location	\$ 1,040,000	\$ 8,690	\$ 3,278	\$ 3,278	\$ -	0.8%	N	TBD
093111	Saviers Rd Improv	\$ 5,116,024	\$ 177,431	\$ 177,431	\$ -	\$ -	3.5%	Y	Completed
133101	Rice Ave @ 5th St	\$ 75,000,000	\$ 1,415,021	\$ 169,923	\$ 66,910	\$ 1,245,098	1.9%	N	TBD
143102	Victoria Fr 5th To Gonz	\$ 1,377,429	\$ 351,834	\$ 283,085	\$ 255,500	\$ 68,749	25.5%	Y	2016
153120	Oxnard Blvd	\$ 903,821	\$ 248,778	\$ 194,746	\$ 157,068	\$ 54,032	27.5%	Y	2013
163106	Hwy 101 - Rice Ph 2 ⁴	\$ 1,200,000	\$ -	\$ 194,028	\$ 18,622	\$ -	0.0%	N	TBD
-	Other - Capital Outlay - Developer Reimbursements	-	-	-	\$ 995,799	-	-	n/a	n/a
-	Other - Capital Outlay - Services Other Professional Contracts	-	-	-	\$ 106,345	-	-	n/a	n/a
-	Other - Community Development - Indirect Prorated Cost Change	-	-	-	\$ 146,532	-	-	n/a	n/a
GRAND TOTAL		\$ 84,637,274	\$ 2,201,754	\$ 1,022,491	\$ 1,750,055	\$ 1,367,879			

Fund Balance (as of 6/30/2017)	\$ 3,666,741
Future Expenditures	\$ 1,367,879
Surplus / Deficit	\$ 2,298,862

¹ The total amount that has been appropriated from this Fund to this project through FY 17/18

² Anticipated future expenditures from this Fund dedicated to this project through FY 17/18

³ Percentage of total project cost that will be financed through this Fund through FY 17/18

⁴ Expenditures from this Fund is awarded through a court judgement related to the project



FUND NO. 355

Growth Requirement Capital Fee (Residential)

DESCRIPTION: The Capital Growth Fee is intended to fund general governmental facilities such as fire and police stations, City Hall, corporation yards and recreational facilities.

<u>Project No.</u>	<u>Project Name</u>	<u>Project Budget</u>	<u>Fund 355 Budget¹</u>	<u>Fund 355 Expense PTD</u>	<u>Fund 355 Expense FY 16-17</u>	<u>Fund 355 Future Expenditures²</u>	<u>% Funded by Fee³</u>	<u>Sufficient Funds to Complete Project? (Y/N)</u>	<u>Approx. Construction Start Date</u>
172201	Fire Station 4 Remodel	\$ 5,000,000	\$ 300,000	\$ -	\$ -	\$ 300,000	6.0%	N	TBD
-	Other - Services-Audit	-	-	-	\$ 39,577	-	-	n/a	n/a
-	Other-Accounting & Finance	-	-	-	\$ 3,231	-	-	n/a	n/a
GRAND TOTAL		\$ 5,000,000	\$ -	\$ -	\$ 42,808	\$ 300,000			

Fund Balance (as of 6/30/2017)	\$ 957,415
Future Expenditures	\$ 300,000
Subtotal	\$ 657,415
Outstanding Bond Debt	\$ 4,688,175
Surplus / Deficit	\$ (4,030,760)

¹ The total amount that has been appropriated from this Fund to this project through FY 17/18

² Anticipated future expenditures from this Fund dedicated to this project through FY 17/18

³ Percentage of total project cost that will be financed through this Fund through FY 17/18



FUND NO. 356

Growth Requirement Capital Fee (Non-Residential)

DESCRIPTION: The Capital Growth Fee is intended to fund general governmental facilities such as fire and police stations, City Hall, corporation yards and recreational facilities.

<u>Project No.</u>	<u>Project Name</u>	<u>Project Budget</u>	<u>Fund 356 Budget¹</u>	<u>Fund 356 Expense PTD</u>	<u>Fund 356 Expense FY 16-17</u>	<u>Fund 356 Future Expenditures²</u>	<u>% Funded by Fee³</u>	<u>Sufficient Funds to Complete Project? (Y/N)</u>	<u>Approx. Construction Start Date</u>
-	Services-Audit	-	-	-	\$ 17,770	-	-	n / a	n / a
-	Accounting And Finance	-	-	-	\$ 1,077	-	-	n / a	n / a
GRAND TOTAL		\$ -	\$ -	\$ -	\$ 18,847	\$ -	-		

Fund Balance (as of 6/30/2017)	\$0
Outstanding Bond Debt	\$ 1,562,725
Surplus / Deficit	\$ (1,562,725)

¹ The total amount that has been appropriated from this Fund to this project through FY 17/18

² Anticipated future expenditures from this Fund dedicated to this project through FY 17/18

³ Percentage of total project cost that will be financed through this Fund through FY 17/18



FUND NO. 547

Public Art Fee

DESCRIPTION: The Public Art Fee is intended to fund works of art in conjunction with new development.

Project No.	Project Name	Project Budget	Fund 547 Budget ¹	Fund 547 Expense PTD	Fund 547 Expense FY 16-17	Fund 547 Future Expenditures ²	% Funded by Fee ³	Sufficient Funds to Complete Project? (Y/N)	Approx. Construction Start Date
-	Direct Labor-Temporary	-	-	-	\$ 18,300	-	-	-	-
-	Employee Benefits	-	-	-	\$ 2,116	-	-	-	-
-	Worker's Comp Insurance	-	-	-	\$ 314	-	-	-	-
-	Workers Comp/Safety	-	-	-	\$ 121	-	-	-	-
-	One Time Misc Expense	-	-	-	\$ 85,034	-	-	-	-
GRAND TOTAL		\$ -	\$ -	\$ -	\$ 105,885	\$ -			

Fund Balance (as of 6/30/2017) \$ 327,350

Future Expenditures \$ -

Surplus / Deficit \$ 327,350

¹ The total amount that has been appropriated from this Fund to this project through FY 17/18

² Anticipated future expenditures from this Fund dedicated to this project through FY 17/18

³ Percentage of total project cost that will be financed through this Fund through FY 17/18



FUND NO. 603

Water Resource Development Fee

DESCRIPTION: Fees collected from this fund are used towards capital projects to pay for the development of new water sources such as recycled water.

Project No.	Project Name	Project Budget	Fund 603 Budget ¹	Fund 603 Expense PTD	Fund 603 Expense FY 16-17	Fund 603 Future Expenditures ²	% Funded by Fee ³	Sufficient Funds to Complete Project? (Y/N)	Approx. Construction Start Date
106002	Water Backbone Hueneme	\$ 13,000,000	\$ 111,345	\$ 111,871	\$ -	\$ -	0.9%	N	TBD
116505	GREAT ASR wells	\$ 4,262,994	\$ 643,271	\$ 171,373	\$171,373	\$ 471,898	15.1%	N	TBD
176001	Recycled Waterline	\$ 601,165	\$ 601,165	\$ 546,310	\$546,310	\$ 54,855	100.0%	Y	2016
GRAND TOTAL		\$ 17,864,159	\$ 1,355,781	\$ 829,554	\$ 717,683	\$ 526,753			

Fund Balance (as of 6/30/2017)	\$ 16,480,020
Future Expenditures	\$ 526,753
Surplus / Deficit	\$ 15,953,267

¹ The total amount that has been appropriated from this Fund to this project through FY 17/18

² Anticipated future expenditures from this Fund dedicated to this project through FY 17/18

³ Percentage of total project cost that will be financed through this Fund through FY 17/18



FUND NO. 605

Water Capital Facility Charge

DESCRIPTION: Fees collected from this fund are used towards water capacity improvements related to production treatment, storage, transmission, and distribution improvements.

<u>Project No.</u>	<u>Project Name</u>	<u>Project Budget</u>	<u>Fund 605 Budget¹</u>	<u>Fund 605 Expense PTD</u>	<u>Fund 605 Expense FY 16-17</u>	<u>Fund 605 Future Expenditures²</u>	<u>% Funded by Fee³</u>	<u>Sufficient Funds to Complete Project? (Y/N)</u>	<u>Approx. Construction Start Date</u>
106002	Water Backbone Hueneme	\$ 13,000,000	\$ 700,000	\$ 696,670	\$ -	\$ 3,330	5.4%	N	TBD
12IN01	Master Plan Update Water	\$ 1,399,522	\$ 700,000	\$ 700,000	\$ -	\$ -	50.0%	N	TBD
GRAND TOTAL		\$ 14,399,522	\$ 1,400,000	\$ 1,396,670	\$ -	\$ 3,330			

Fund Balance (as of 6/30/2017)	\$ 2,560,203
Future Expenditures	\$ 3,330
Surplus / Deficit	\$ 2,556,873

¹ The total amount that has been appropriated from this Fund to this project through FY 17/18

² Anticipated future expenditures from this Fund dedicated to this project through FY 17/18

³ Percentage of total project cost that will be financed through this Fund through FY 17/18



FUND NO. 613

Wastewater Connection Fee

DESCRIPTION: Fees collected from this fund are used to fund the cost of constructing the collection system improvements as identified in the City's Master Plan for Wastewater.

Project No.	Project Name	Project Budget	Fund 613 Budget ¹	Fund 613 Expense PTD	Fund 613 Expense FY 16-17	Fund 613 Future Expenditures ²	% Funded by Fee ³	Sufficient Funds to Complete Project? (Y/N)	Approx. Construction Start Date
086101	Septic Convers Loan Prog	\$ 109,967	\$ 109,967	\$ 57,799	\$ -	\$ 52,168	100.0%	Y	2008
12IN04	Master Plan Wastewater	\$ 3,104,720	\$ 821,388	\$ 753,076	\$ -	\$ 68,312	26.5%	N	TBD
-	Other - Capital Outlay, Developer's Reimbursement	-	-	-	\$ 89,793	-	-	n / a	n / a
-	Other - Administration - Indirect Prorated Cost Change	-	-	-	\$ 30,123	-	-	n / a	n / a
GRAND TOTAL		\$ 3,214,687	\$ 931,355	\$ 810,875	\$ 119,916	\$ 120,480			

Fund Balance (as of 6/30/2017)	\$ 1,875,202
Future Expenditures	\$ 120,480
Surplus / Deficit	\$ 1,754,722

¹ The total amount that has been appropriated from this Fund to this project through FY 17/18

² Anticipated future expenditures from this Fund dedicated to this project through FY 17/18

³ Percentage of total project cost that will be financed through this Fund through FY 17/18



FUND NO. 623

Wastewater Treatment Fee

DESCRIPTION: The City imposes a Wastewater Treatment fee on new development based on new development's prorated share of the cost of constructing new wastewater treatment plant improvements as identified in the City's Master Plan for Wastewater.

Project No.	Project Name	Project Budget	Fund 623 Budget ¹	Fund 623 Expense PTD	Fund 623 Expense FY 16-17	Fund 623 Future Expenditures ²	% Funded by Fee ³	Sufficient Funds to Complete Project? (Y/N)	Approx. Construction Start Date
12IN04	Master Plan Wastewater	\$ 3,104,720	\$ 281,388	\$ 281,388	\$ -	\$ -	9.1%	N	TBD
-	Other - Administration - Indirect Prorated Cost Change	-	-	-	\$ 21,870	-	-	-	-
GRAND TOTAL		\$ 3,104,720	\$ 281,388	\$ 281,388	\$ 21,870	\$ -			

Fund Balance (as of 6/30/2017)	\$ 2,527,509
Future Expenditures	\$ -
Surplus / Deficit	\$ 2,527,509

¹ The total amount that has been appropriated from this Fund to this project through FY 17/18

² Anticipated future expenditures from this Fund dedicated to this project through FY 17/18

³ Percentage of total project cost that will be financed through this Fund through FY 17/18



Section 6 - Interfund Transfers and Loans

Transfers

Requirement five of the annual reporting requirements under AB1600 states that a description of any interfund transfers or loans be reported. Below is a summary of the Interfund Transfers that occurred in Fiscal Year 2016-2017 including the fund number, the fund name, the amount transferred in, the amount transferred out and a description of the transfer.

<u>Fund No.</u>	<u>Fund Name</u>	<u>Transfer In (\$)</u>	<u>Transfer Out (\$)</u>	<u>Description of Transfer</u>
355	Growth Requirement Capital Fee (Residential)	---	\$ 349,950	Debt Service- 2006 Variable bond Debt
356	Growth Requirement Capital Fee (Non Res.)	---	\$ 116,650	Debt Service- 2006 Variable bond Debt
356	Growth Requirement Capital Fee (Non Res.)	\$ 74,699	---	To eliminate deficit fund balance in Lease Payment Capital

Transfers In

The transfer into Fund 356 was to clear the negative fund balance that resulted when the city transferred a higher amount than required to pay down the impact fee portion of the debt owed for the Civic Center Phase 2 project. To correct the overpayment, the City transferred money from the general fund back to the impact fee fund.

Transfer Out

The Variable Rate Demand Lease Revenue Bonds (Civic Center Phase 2 Project), Series 2006 were issued on December 1, 2006 in the amount of \$24,205,000 to finance the acquisition, construction, and improvement of certain public facilities constituting the Civic Center Phase 2pProject. The outstanding balance as of June 30, 2017 is \$18,385,000. The impact fee funds 34% of the bond repayment, which means there is an outstanding balance of \$6,250,900. The impact fee debt service payment is split 75% from Fund 355 and 25% from Fund 356. This means there is an outstanding obligation of \$4,688,175 from Fund 355 and \$1,562,725 from Fund 356. The lease payments on these bonds constitute the City's obligations that exists through the maturity date of the bonds at June 1, 2036.

Loans

The following table depicts the 2009 Water Fund (Fund No. 603) loan to the Environmental Resources Fund (Fund No. 631). The table on the following page summarizes the loan amount, the payment schedule including principal and interest payments, and the date the loan is expected to be repaid.



City of Oxnard
2009 WATER LOAN TO ENVIRONMENTAL RESOURCES
Payment Schedule

Post month: November

PERIOD	DATE	PAYMENT	INTEREST	PRINCIPAL	BALANCE
	11/1/2009			\$ -	\$ 9,300,000.00
1	11/1/2010		\$ 279,000.00	\$ -	\$ 9,300,000.00
2	11/1/2011	\$1,194,434.87	\$ 279,000.00	\$ 915,434.87	\$ 8,384,565.13
3	11/1/2012	\$1,194,434.87	\$ 251,536.95	\$ 942,897.92	\$ 7,441,667.21
4	11/1/2013	\$1,194,434.87	\$ 223,250.02	\$ 971,184.85	\$ 6,470,482.36
5	11/1/2014	\$1,194,434.87	\$ 194,114.47	\$ 1,000,320.40	\$ 5,470,161.96
6	11/1/2015	\$1,194,434.87	\$ 164,104.86	\$ 1,030,330.01	\$ 4,439,831.95
7	11/1/2016	\$1,194,434.87	\$ 133,194.96	\$ 1,061,239.91	\$ 3,378,592.04
8	11/1/2017	\$1,194,434.87	\$ 101,357.76	\$ 1,093,077.11	\$ 2,285,514.93
9	11/1/2018	\$1,194,434.87	\$ 68,565.45	\$ 1,125,869.42	\$ 1,159,645.51
10	11/1/2019	\$1,194,434.87	\$ 34,789.37	\$ 1,159,645.51	\$ (0.00)
Grand Totals=		<u>\$10,749,913.83</u>	<u>\$ 1,728,913.83</u>	<u>\$9,300,000.00</u>	

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 6

DATE: July 10, 2018

TO: City Council

THROUGH: Alexander Nguyen
City Manager

FROM: Darwin Base
Fire Chief

SUBJECT: Agreement Amendment Coastal Occupational Medical Group.

CONTACT: Darwin Base, Fire Chief
Darwin.Base@oxnard.org, (805) 385-7700

RECOMMENDATION:

That City Council approve the first amendment to Agreement 7153-15-FI with Coastal Occupational Medical Group in the amount of \$300,000 for pre-employment and annual medical examinations as part of the Fire Department's Wellness Program and to provide consultation and treatment following communicable disease exposures.

BACKGROUND

Staff requests a one (1) year extension and an increase of \$75,000, for a not to exceed amount of \$300,000, to agreement 7153-15-FI for Coastal Occupational Medical Group.

Coastal Occupational Medical Group provides pre-employment and annual medical examinations as part of the Fire Department's Wellness Program and provides consultation and treatment following communicable disease exposures.

The term of agreement is for three (3) years, with the option to renew for two (2) consecutive one (1) year periods. This amendment is to renew for the first one (1) year extension.

In 2015 an RFP was completed for this service. Three (3) vendors submitted proposals which were reviewed by the Fire Department Safety/Wellness Committee. The current local vendor,

Agreement Amendment Coastal Occupational Medical Group
July 10, 2018
Page 2

Coastal Occupational Medical Group, was chosen as the provider of medical services based on continuity of care, flexibility with scheduling, availability, knowledge of National Fire Protection Agency (NFPA) standards and satisfaction with their past performance history in the Wellness Program.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The contracted amount will be paid with General Fund and Measure O FY18/19 budget, no additional appropriation is needed.

ATTACHMENTS:

Attachment A: 7153-15-FI Amendment

Attachment B: 7153-15-FI Original Agreement

Agreement No. 7153-15-FI

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment (“First Amendment”) to the Agreement for Consulting Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this 1st day of June, 2018, by and between the City of Oxnard, a municipal corporation (“City”), and Coastal Occupational Medical Group (“Consultant”). This First Amendment amends the Agreement entered into on July 1, 2015, by City and Consultant.

City and Consultant agree as follows:

1. Section 12 of the Agreement is hereby deleted and replaced with the following:

“This Agreement shall begin on July 1, 2015, and expire on June 30, 2019 and shall be renewable annually thereafter for two (2) consecutive one (1) year periods, at the City’s option and upon mutually agreeable terms. Renewal options shall be exercised at the sole option and discretion of the City and may be subject to Oxnard City Council approval.”

2. Section 14.a. of the Agreement is hereby deleted and replaced with the following:

“City agrees to pay Consultant in an amount not to exceed \$75,000 per fiscal year for a total of \$300,000 for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein.”

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

Agreement No. 7153-15-FI

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

CITY OF OXNARD

VENDOR/CONTRACTOR/CONSULTANT

☒ Tim Flynn, Mayor (if agreement is \$250,000.01 or more)	_____	Terry Dillon, MD	_____
☐ Scott Whitney, Interim City Manager (if agreement is \$25,000.01-\$250,000.00)			
☐ Lisa Boerner, Purchasing Agent (if agreement is up to \$25,000.00)			

			Date

ATTEST:

Michelle Ascencion, City Clerk
(if agreement is \$250,000.01 or more)

Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney
(required for any agreement amount)

Date

APPROVED AS TO CONTENT:

Jaime Villa, Project Manager (required
for any agreement amount)

Date

Darwin Base, Department Head (if
agreement is \$25,000.01 or more)

Date

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager (if Date
agreement is \$250,000.01 or more)

APPROVED AS TO INSURANCE:

Mike More, Risk Manager (required
for any agreement amount)

Date

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

PLEASE DO NOT
REMOVE THIS BOX

Agreement No. 7153-15-FI

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("**Agreement**") is made and entered into in the County of Ventura, State of California, this 1st day of July 2015, by and between the City of Oxnard, a municipal corporation ("**City**"), and Coastal Occupational Medical Group ("**Consultant**"). City and Consultant are sometimes individually referred to as "**Party**" and collectively as "**Parties**."

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the "**Services**").

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

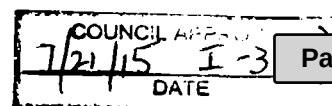
Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with the Emergency Medical Services Coordinator ("**Manager**"), subject to the direction of the City Manager or Department Manager.



6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Terry Dillon, MD, MPH as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2018 and shall be renewable annually thereafter for two (2) consecutive one (1) year periods, at the City's option and upon mutually agreeable terms. Renewal options shall be exercised at the sole option and discretion of the City and may be subject to Oxnard City Council approval.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall

be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$75,000 per fiscal year for a total of \$225,000 for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein.

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

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or 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, its employees, subcontractors, agents and subconsultants.

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

e. If any sales tax is due for 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.

15. Method of Payment

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

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services.

Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for 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 appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

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

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

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

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

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

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

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for

employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Coastal Occupational Medical Group, 1901 Outlet Center Dr. Suite #100, Oxnard, CA 93036, Attention: Terry Dillon, MD, MPH.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Fire Department, 360 West Second Street, Oxnard, CA 93030, Attention: Stephanie Huhn, RN.

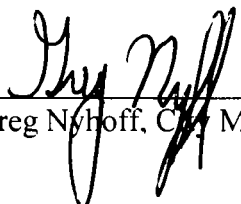
41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

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

CITY OF OXNARD

COASTAL OCCUPATIONAL MEDICAL
GROUP


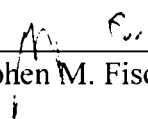
 Greg Nyhoff, City Manager



 Terry Dillon, MD

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:



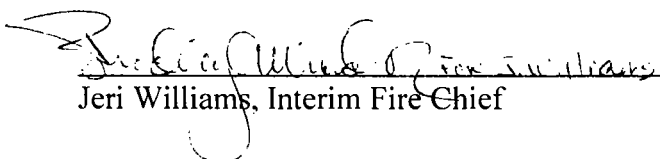
 Stephen M. Fischer, Interim City Attorney



 Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:



 Jeri Williams, Interim Fire Chief



 Stephanie Huhn, RN, Project Manager

EXHIBIT A
SCOPE OF SERVICES

The services provided by the Consultant shall include, but not be limited to, the following:

1. Pre-employment medical examination
2. Annual medical examinations
3. Department of Transportation medical examination
4. Pulmonary Spirogram testing
5. Blood analysis
6. Heavy metal and special exposure screening
7. Vision testing
8. Hearing testing (audiogram)
9. Radiographic services
10. Cardiac evaluation including ECG
11. Immunization and Infectious Disease screening and treatment
12. Cancer screening (i.e., Mammogram, PSA, fecal blood testing)
13. Continuity of care and medical record retention
14. Compliance with Workers' Compensation requirements
15. Annual consultation with department for program administration
16. Partnership with department in Quality Improvement Program
17. Availability after-hours for consultation/technical expertise on occupational exposures

EXHIBIT B

COMPENSATION RATES

The fees associated with the Medical Services are listed below:

OXNARD FIRE DEPARTMENT

Employee Name:				
RECOMMENDED COMPONENTS	CHARGE			
Individualized History & Health Risk appraisal	\$80.00			
(included medical history questionnaire)				
Hands On Physical	\$65.00			
(includes vital signs, heart eyes nose, throat, neck				
cardiovascular, pulmonary,gastrointestian, rectal,				
genitourinary, lymph notes, neurological, musculosketetal)				
Blood Analysis	\$55.00			
(includes:white blood cell count, differential, red blood cell				
count, platelet count, liver function test, triglycerides,				
glucose, bloodurea nitrogen, creatinine, sodium, potassium,				
carbon dioxide, total protein, albumin, calcium, cholesterol				
urinalysis, dip stick				
Microscopic (includes: WBC/RBC,WBC/RBC, Csts, Crystals,	\$25.00			
Heavy Metal and Special Exposure Screening				
Arsenic (urine)	\$61.00			
Mercury (urine)	\$57.00			
Lead (urine)	\$30.00			
Lead (blood)	\$20.00			
Aluminum (Blood)	\$90.00			
Antimony (blood and urine)	\$175.00			
Bismuth (blood and urine)	\$25.00			
Cadmium (blood and urine)	\$25.00			
Chromium	\$19.00			
Copper	\$30.00			
Nickel	\$100.00			
Zinc	\$14.00			
Organophosphates	\$15.00			
Polychlorinated biphenyls	\$110.00			
Vision Tests	\$25.00			
Hearing (audiogram)	\$45.00			
Pulmonary Spirogram	\$45.00			
Chest X-ray (initial baseline)	\$60.00			
EKG (after the age of 35)	\$55.00			
Immunizations and Infectious Disease Screening				
Tuberculosis Screen	\$20.00			
Hepatitis C virus Screen (baseline) Peform on all in 2003	\$50.00			
Hepatitis B virus Vaccine per dose	\$70.00			
Tetanus/Diptheria Vaccine (Booster every 10 years)	\$30.00			
Measles, Mumps, rubella Vaccine (MMR_)	\$50.00			
Polio Vaccine	\$40.00			
Hepatitis A Vaccine per dose	\$90.00			
Varicella Vaccine (chicken pox)	\$160.00			
Influenza Vaccine	\$20.00			
HIV Screening	\$50.00			
Cancer Screening (Mamogram/PSA/Fecal Blood Testing)	\$75/85/15			
CA125	\$50.00			
DOT/DMV form completion	\$20.00			

EXHIBIT INS-A
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2015

L.6.b

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Bernadette Ruiz	
	PHONE (AC No. Ext): (805) 585-6137 FAX (AC No.): (805) 585-6237	
INSURED Coastal Occupational Medical Group 1901 Outlet Center Drive #100 Oxnard CA 93036	E-MAIL ADDRESS: bruiz@tolmanandwiker.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Valley Forge Ins Co.	NAIC # 20508
	INSURER B: Employers Compensation Ins Co	11512 A
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 14/15 GL/WC **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PROJECT ☐ LOC		B 2090748023	8/1/2014	8/1/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		B 2090748023	8/1/2014	8/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A		N/A	SMC0026360 07 /379415	10/1/2014	10/1/2015

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
GL/AU: Certificate Holder is Additional Insured as respects to operations of the named insured per form SB-146932-E (Ed. 06/11). GL/AU/WC: A Waiver of Subrogation is added in favor of the Additional Insured per (GL/AU) SB146932E 06/11 & (WC) WC040306. Endorsements apply only as required by current written contract on file.

CERTIFICATE HOLDER

Yesenia.Sanchez@ci.oxnard.

City of Oxnard
Attn: Risk Manager
300 West Third Street, #302
Oxnard, CA 93030**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dave Rucker/BERNAR

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

CITY OF OXNARD
300 WEST THIRD ST #302
OXNARD CA 93030

The charge for this endorsement is \$ 250

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 10/01/2014 at 12:01 AM standard time, forms a part of

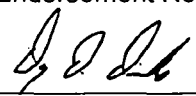
Policy No. SMC 0026360 07 Of the EMPLOYERS PREFERRED INS. CO.

Carrier Code 00920

Issued to COASTAL OCCUPATIONAL MEDICAL

Endorsement No.

Premium \$13,391

Countersigned at _____ on _____ By:  _____

Authorized Representative

WC 04 03 06

(Ed. 4-84)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

1. ADDITIONAL INSURED – BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its

own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured – Your Work

That person or organization for whom you do work is an additional insured solely for liability



due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph F.9. of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests – Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or



- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs b. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:

H. Other Insurance

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

4. LEGAL LIABILITY – DAMAGE TO PREMISES

- A. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k.

Damage To Property, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.



Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under B. Exclusions, 1. Applicable to Business Liability Coverage, the last paragraph of 2. Exclusions is deleted and replaced by the following:**

Exclusions c, d, e, f, g, h, i, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

- C. The first Paragraph under item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance is replaced by the following:**

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

5. Blanket Waiver of Subrogation

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

6. Broad Knowledge of Occurrence

The following items are added to E. Businessowners General Liability Conditions in the Businessowners Liability Coverage Form:

- e. Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:
- (1) You or any additional insured that is an individual;

- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph e. applies separately to you and any additional insured.

7. Bodily Injury

Section F. Liability and Medical Expenses Definitions, item 3. "Bodily Injury" is deleted and replaced with the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

8. Expanded Personal and Advertising Injury Definition

- a. The following is added to Section F. Liability and Medical Expenses Definitions, item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

1. Not done intentionally by or at the direction of:

- a. The insured; or
- b. Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

- b. The following is added to Exclusions, Section B.:

**(15) Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- c. This provision (**Expanded Personal and Advertising Injury**) does not apply if

Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.

9. Personal and Advertising Injury Re-defined

Section F. Liability and Medical Expenses Definitions, item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of it's owner, landlord or lessor.



CERTIFICATE OF INSURANCE	Issue Date: 12/19/2014
Effective Date: 01/01/2015	A Claims-Made Professional Liability Policy
First Named Insured: Michael Byer MD 1901 Outlet Center Drive Suite 100 Oxnard, CA 93036	IMPORTANT NOTICE: This document demonstrates coverage in force on the Effective Date listed. It is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.

Protected Party: Michael Byer MD	
Specialty: FGP01 Family General Practice No Surgery	
Policy Number:	Policy Period:
0426990	From: 01/01/2015 To: 01/01/2016
Retroactive Date:	Departure Period:
08/11/1997	From: N/A To: N/A
The Protected Party above is: ☒ A Named Insured ☐ A Locum Tenens ☐ An Additional Protected Party	Agency and Address: The Doctors Company Insurance Services 1888 Century Park East, Suite 800 Los Angeles, CA 90067 (800) 557-2743
<u>LIMITS OF LIABILITY</u>	
Claim Limit:	\$1,000,000
Aggregate Limit:	\$3,000,000

- I. Locum Tenens and Additional Protected Parties share Limits of Liability with the applicable Named Insured.
- II. Individuals who occupy a "slot" share Limits of Liability with all others who occupy the same "slot" during the Policy Period.
- III. Photocopies of this document are deemed as valid as the original.
- IV. The policy, including endorsements, determines the coverage provided. Some claims may not be covered by the terms of the policy, or may be subject to restrictions such as lower Limits of Liability.
- V. If the policy, or coverage for any person, is canceled for any reason or if the terms of the policy are changed, we will notify the First Named Insured only. Coverage is not in effect unless and until all payments are received when due.
- VI. If a departure period is indicated, the policy will not respond to Probable Claim Events arising from Professional Services Incidents or Review Incidents that take place during the designated period; however, the policy will respond if we receive a claim report during this period.



CERTIFICATE OF INSURANCE		Issue Date: 12/19/2014	
Effective Date: 01/01/2015		A Claims-Made Professional Liability Policy	
First Named Insured: Terry Dillon MD Coastal Occupational Med Grp 1901 Outlet Center Dr Ste 100 Oxnard, CA 93030		IMPORTANT NOTICE: This document demonstrates coverage in force on the Effective Date listed. It is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.	
Protected Party: Terry Dillon MD			
Specialty: OCM01 Occupational Medicine			
Policy Number:		Policy Period:	
0426995		From: 01/01/2015 To: 01/01/2016	
Retroactive Date:		Departure Period:	
08/01/2002		From: N/A To: N/A	
The Protected Party above is: ☒ A Named Insured ☐ A Locum Tenens ☐ An Additional Protected Party		Agency and Address: The Doctors Company Insurance Services 1888 Century Park East, Suite 800 Los Angeles, CA 90067 (800) 557-2743	
<u>LIMITS OF LIABILITY</u>			
Claim Limit:		\$1,000,000	
Aggregate Limit:		\$3,000,000	

- I. Locum Tenens and Additional Protected Parties share Limits of Liability with the applicable Named Insured.
- II. Individuals who occupy a "slot" share Limits of Liability with all others who occupy the same "slot" during the Policy Period.
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- V. If the policy, or coverage for any person, is canceled for any reason or if the terms of the policy are changed, we will notify the First Named Insured only. Coverage is not in effect unless and until all payments are received when due.
- VI. If a departure period is indicated, the policy will not respond to Probable Claim Events arising from Professional Services Incidents or Review Incidents that take place during the designated period; however, the policy will respond if we receive a claim report during this period.

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 7

DATE: July 10, 2018

TO: City Council

THROUGH: Alexander Nguyen
City Manager

FROM: Darwin Base
Fire Chief

SUBJECT: Agreement Amendment Performance Wellness.

CONTACT: Darwin Base, Fire Chief
Darwin.Base@oxnard.org, (805) 385-7700

RECOMMENDATION:

That City Council approve the First Amendment to Agreement 7152-15-FI with Performance Wellness and Injury Prevention, Inc. in the not to exceed amount of \$280,000 for Fitness Services (quarterly and annual evaluations) as part of the Fire Department's Wellness/Fitness Program.

BACKGROUND

Staff requests a one (1) year extension and an increase of \$70,000 for a not to exceed amount of \$280,000, to agreement 7152-15-FI for Performance Wellness and Injury Prevention, Inc.

Performance Wellness and Injury Prevention, Inc. provides Fitness Services (quarterly and annual evaluations) as part of the Fire Department's Wellness/Fitness Program.

The term of agreement is for three (3) years, with the option to renew for two (2) consecutive one (1) year periods. This amendment is to renew for the first, one (1) year.

Per City Procurement Policy, an RFP was completed for this service in 2015. Performance Wellness and Injury Prevention, Inc. was chosen as the provider of fitness services based on their past performance history and the fact that theirs was the only proposal received.

Agreement Amendment Performance Wellness
July 10, 2018
Page 2

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The contracted amount will be paid with General Fund and Measure O FY18/19 budget, no additional appropriation is needed.

ATTACHMENTS:

Attachment A: Original Agreement Performance Wellness

Attachment B: First Amendment - Performance

FILE COPY

Agreement No. 7152-15-FI

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("**Agreement**") is made and entered into in the County of Ventura, State of California, this 1st day of July 2015, by and between the City of Oxnard, a municipal corporation ("**City**"), and Performance Wellness and Injury Prevention, Inc. ("**Consultant**"). City and Consultant are sometimes individually referred to as "**Party**" and collectively as "**Parties**."

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the "**Services**").

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with the Emergency Medical Services Coordinator ("**Manager**"), subject to the direction of the City Manager or Department Manager.



6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Jim Magnusson as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2018 and shall be renewable annually thereafter for two (2) consecutive one (1) year periods, at the City's option and upon mutually agreeable terms. Renewal options shall be exercised at the sole option and discretion of the City and may be subject to Oxnard City Council approval.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall

be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$70,000 per fiscal year for a total of \$210,000 for the Services at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.

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

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or 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, its employees, subcontractors, agents and subconsultants.

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

e. If any sales tax is due for 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.

15. Method of Payment

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

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services.

Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for 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 appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

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

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

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

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

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

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

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **“governmental decision”** as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for

employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Performance Wellness and Injury Prevention, Inc., 1633 Pacific Ave. #141, Oxnard, CA 93033, Attention: Jim Magnusson.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Fire Department, 360 West Second Street, Oxnard, CA 93030, Attention: Stephanie Huhn, RN.

41. Amendment

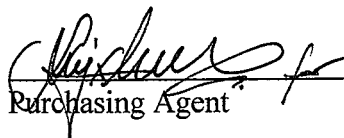
City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

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

CITY OF OXNARD

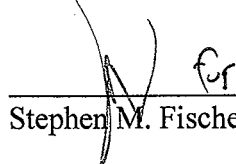
CONSULTANT


Purchasing Agent

Jim Magnusson, Performance Wellness and
Injury Prevention, Inc.

APPROVED AS TO FORM:

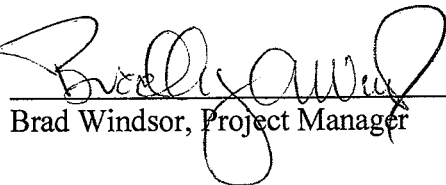
APPROVED AS TO INSURANCE:


Stephen M. Fischer, Interim City Attorney


Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:


Brad Windsor, Project Manager

Greg Nyhoff, City Manager

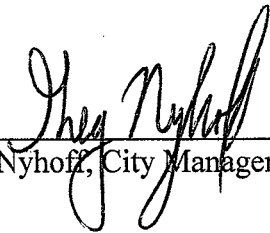
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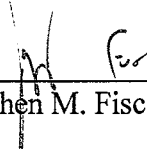
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CITY OF OXNARD



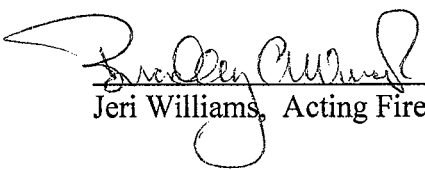
Greg Nyhoff, City Manager

APPROVED AS TO FORM:



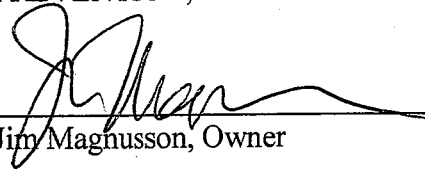
Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:



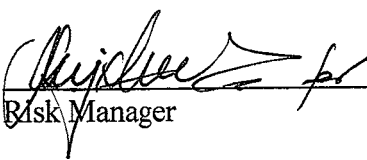
Jeri Williams, Acting Fire Chief

PERFORMANCE WELLNESS & INJURY
PREVENTION, INC.



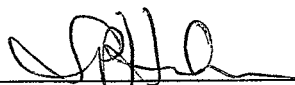
Jim Magnusson, Owner

APPROVED AS TO INSURANCE:



Risk Manager

APPROVED AS TO CONTENT:



Stephanie Huhn, RN, Project Manager

EXHIBIT A
SCOPE OF SERVICES

The services provided by the Consultant shall include, but not be limited to, the following:

1. Annual Fitness Evaluations encompassing strength, flexibility, aerobic capacity and body composition
2. Follow-up fitness planning
3. Quarterly Fitness Assessments reviewing individual exercise programs:
 - Review of current exercise program
 - Review of performance of the Self Assessment Protocol
 - Review of changes in medical history and modifications of exercise program as needed
4. Training on new fitness equipment and/or exercises
5. Access to nutritional/dietary counseling
6. Physical therapy consultation
7. Annual consultation with department representative for program administration
8. Statistical review of annual and quarterly assessments
9. Partnership with department in Quality Improvement for the Wellness/Fitness program
10. Recommendations regarding firefighter health and safety
11. Injury prevention screening evaluations
12. Continuity of evaluations and record retention
13. Annual Wellness newsletter
14. Pre-employment fitness assessment of potential firefighter candidates (pre-academy).
15. Presentation of fitness/wellness information to firefighter trainees.

EXHIBIT B**COMPENSATION RATES**

The fees associated with the Fitness Assessments are listed below:

<u>Annual Fitness Evaluation Test</u>	\$325
Initial Fitness Planning included in the cost	
<u>Follow-up Fitness Planning</u>	\$90
<u>Quarterly Fitness Assessments</u>	\$90
Includes review of current exercise program, self assessment protocol/ Program and review of medical history and exercise modification	
<u>Training on New Fitness Equipment and/or Exercises</u>	No Charge
Included during Quarterly Fitness Assessments	
<u>Dietary/Nutritional Counseling</u>	\$90
<u>Physical Therapy Consultation</u> (Initial Assessment)	No Charge
<u>Annual Consultation with Department Representative</u> for Program Administration-Statistical Review of Annual and Quarterly Assessments	\$90
<u>Partnership with Department Quality Improvement</u> for the Wellness/Fitness Program	No Charge
<u>Recommendation regarding Firefighter Health and Safety – Injury Prevention Screening</u>	No Charge
<u>Continuity of Evaluations and Record Retention</u>	No Charge
<u>Annual Wellness Newsletter</u>	\$100
<u>Assessment of Recruit Firefighters</u> (Pre-Academy)	\$325
<u>Presentation of Fitness/Wellness Information to Firefighter Trainees</u>	No Charge

EXHIBIT INS-A
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc



CERTIFICATE OF LIABILITY INSURANCE

PERFO-1

OP ID: S

L.7.a

DATE (MM/DD/YYYY)
06/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Coastal States Insurance Svcs 935 Riverside Ave # 4 Paso Robles, CA 93446 Tina McDonald	CONTACT NAME: Tina McDonald	
	PHONE (A/C, No, Ext): 805-835-4236	FAX (A/C, No):
INSURED Performance Wellness & Injury Prevention LLC 1901 Outlet Center Drive #110 Oxnard, CA 93036	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Hartford	NAIC # 37478 A+
	INSURER B: Continental Casualty Co.	20443 A
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			6012230831	06/18/2015	06/18/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	X	57WECGG3442	08/01/2015	08/01/2016	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as additional insured with respects to General Liability. Waiver of Subrogation applies to Workers Compensation. Endorsement to follow.

CERTIFICATE HOLDER

OXNARDF

Oxnard Fire Department
360 W. Second Street
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER

B 6012230831

INSURED NAME AND ADDRESS

Performance Wellness & Injury
1901 OUTLET CENTER DR
OXNARD, CA 93036

L.7.a

ADDITIONAL INTEREST SCHEDULE**LOCATION** 1 **BUILDING** 1

The following has been added to your policy effective 06/23/2015

Type: Designated Person or Organization

Additional Interest Name and Address:

OXNARD FIRE DEPARTMENT

360 W Second Street

OXNARD , CA 93030



CNA Connect

Endorsement Declaration

POLICY NUMBER
B 6012230831

COVERAGE PROVIDED BY
CONTINENTAL CASUALTY COMPANY
333 S. WABASH
CHICAGO, IL. 60604

FROM - POLICY PERIOD - TO
06/18/2015 06/18/2016

INSURED NAME AND ADDRESS
Performance Wellness & Injury
1901 OUTLET CENTER DR

OXNARD, CA 93036

AGENCY NUMBER
069360

AGENCY NAME AND ADDRESS
COASTAL STATES INSURANCE SERVICES
1986 S VICTORIA AVE
VENTURA, CA 93003
Phone Number: (805)642-5290

BRANCH NUMBER
240

BRANCH NAME AND ADDRESS
LOS ANGELES
915 WILSHIRE BLVD., STE. 1650
LOS ANGELES, CA 90017
Phone Number: (877)400-0750

This policy becomes effective and expires at 12:01 A.M. standard time at your mailing address on the dates shown above.

This endorsement changes your policy. Please read it carefully.
This Endorsement Results In No Change In Premium.

The Named Insured is a Limited Liability Corporation

Audit Period is Not Auditable





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 72 WEC KU9275

Endorsement Number: 01

Effective Date: 08/01/15 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: PERFORMANCE WELLNESS AND INJURY
PREVENTION LLC
1901 OUTLET CENTER DR. #110
OXNARD, CA 93033

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

OXNARD FIRE DEPARTMENT
360 W SECOND ST
OXNARD CA 93030

DEMONSTRATIONS FOR THE FIRE
DEPT.

Countersigned by _____ Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.
Process Date: 06/23/15

Policy Expiration Date: 08/01/16



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 9/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wheatman Insurance Services LLC License No. 0C36866 5950 Canoga Avenue, Ste 600 Woodland Hills CA 91367	CONTACT NAME: PHONE (A/C No. Ext.): (818) 881-8900 FAX (A/C No.): (818) 881-8922	
	E-MAIL ADDRESS:	
INSURED Performance Wellness and Injury Prevention LLC 1633 Pacific Avenue #141 Oxnard CA 93033	INSURER(S) AFFORDING COVERAGE	
	INSURER A: California Auto Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: CL1492206189

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		BA040000017743	09/22/2014	09/22/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is included as Additional Insured with respects to the operations of the named insured.

CERTIFICATE HOLDER
CANCELLATION

 City of Oxnard
 300 W. 3rd Street
 Suite 302
 Oxnard, CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Wheatman/JEN

California Automobile Insurance Company
P.O. Box 10730
Santa Ana, CA 92711-0730
Customer Service: (800) 503-3724



BUSINESS AUTO POLICY
ADDITIONAL INSURED Amended Declarations
Effective Date: 09/24/2014

NAMED INSURED: PERFORMANCE WELLNESS AND INJURY PREVENTION LLC 1633 Pacific Ave Ste 141 Oxnard, CA 93033-1858	AGENT: WHEATMAN INS SVS. LLC 5950 CANOGA AVE STE 600 WOODLAND HILLS, CA 91367 (818) 881-8900
--	---

SCHEDULE	
Insurance Company:	California Automobile Insurance Company
Policy Number:	BA040000017743
Policy Period:	From: 09/22/2014 to 09/22/2015 at 12:01 AM Standard Time at your mailing address
Additional Insured:	CITY OF OXNARD
Address:	300 W 3RD ST #302 , OXNARD CA 93030
Endorsements Attached:	CA 20 48 02 99 - Designated Insured

AUTOMOBILE LIABILITY PROVIDED	
Covered Autos:	Symbol 7 - Specifically Described "Autos", Symbol 8 - Hired "Autos" Only, Symbol 9 - Nonowned "Autos" Only
Limits of Insurance:	\$1,000,000 CSL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Affinity Insurance Services, Inc 159 E County Line Rd Halboro, PA 19040	CONTACT NAME: Affinity Insurance Services Inc	
	PHONE (Toll Free): 1-888-288-3534	FAX (Toll Free): 1-847-953-0134
	E-MAIL ADDRESS: firms@hpsa.com	
INSURED Performance Wellness and Injury Prevention LLC 1633 Pacific Ave, Ste 141 Oxnard, CA 93033-1858	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Casualty Company of Reading	NAIC # 20427 A
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES		CERTIFICATE NUMBER:	REVISION NUMBER:																																			
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CERTIFICATE HOLDER City of Oxnard 300 West Third St, Ste 302 Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Affinity Insurance Services
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ACORD 25 (2010/05)

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Agreement No. 7152-15-FI

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment (“First Amendment”) to the Agreement for Consulting Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this 1st day of June, 2018, by and between the City of Oxnard, a municipal corporation (“City”), and Performance Therapy Center, Inc. (“Consultant”). This First Amendment amends the Agreement entered into on July 1, 2015, by City and Consultant.

City and Consultant agree as follows:

1. Section 12 of the Agreement is hereby deleted and replaced with the following:

“This Agreement shall begin on July 1, 2015, and expire on June 30, 2019 and shall be renewable annually thereafter for two (2) consecutive one (1) year periods, at the City’s option and upon mutually agreeable terms. Renewal options shall be exercised at the sole option and discretion of the City and may be subject to Oxnard City Council approval.”

2. Section 14.a. of the Agreement is hereby deleted and replaced with the following:

“City agrees to pay Consultant in an amount not to exceed \$70,000 per fiscal year for a total of \$280,000 for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein.”

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

Agreement No. 7152-15-FI

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

CITY OF OXNARD**VENDOR/CONTRACTOR/CONSULTANT**

☒ Tim Flynn, Mayor (if agreement is \$250,000.01 or more) _____ Date _____
☐ Scott Whitney, Interim City Manager (if agreement is \$25,000.01-\$250,000.00)
☐ Lisa Boerner, Purchasing Agent (if agreement is up to \$25,000.00)

Jim Magnusson, Owner _____ Date _____

Date

ATTEST:

Michelle Ascencion, City Clerk _____ Date _____
(if agreement is \$250,000.01 or more)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney _____ Date _____
(required for any agreement amount)

APPROVED AS TO CONTENT:

Jaime Villa, Project Manager (required for any agreement amount) _____ Date _____

Darwin Base, Department Head (if agreement is \$25,000.01 or more) _____ Date _____

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager (if Date agreement is \$250,000.01 or more) _____

APPROVED AS TO INSURANCE:

Mike More, Risk Manager (required for any agreement amount) _____ Date _____

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

**PLEASE DO NOT
REMOVE THIS BOX**

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 8

DATE: July 10, 2018

TO: City Council

THROUGH: Alexander Nguyen
City Manager

FROM: Darwin Base
Fire Chief

SUBJECT: Oxnard Fire Department to Offer Advanced Life Support Services.

CONTACT: Darwin Base, Fire Chief
Darwin.Base@oxnard.org, (805) 385-7700

RECOMMENDATION:

That City Council:

1. Adopt a resolution authorizing the Oxnard Fire Department to participate in the Ventura County Emergency Medical Services Agency Advanced Life Support (ALS) System; and
2. Approve and authorize the City Manager to execute a three-year Agreement 8283-18-FI with Dr. Todd Larsen in the amount of \$121,290, not to exceed \$40,430 per year.
3. Approve and authorize the Mayor to execute Agreement A-8092 with Ventura County Emergency Medical Services Agency, a no-cost agreement, to allow Oxnard to participate in the County Emergency Medical Services system.

BACKGROUND

The Oxnard Fire Department is the Safety Net Provider of Emergency Medical Services for the City's residents. Currently the OFD provides these services at the Basic Life Support (BLS) level through the use of dual trained Firefighter/EMT's. These EMT's provide basic care, including First Aid, CPR/AED, limited medications, as well as basic medical and trauma assessment.

Advanced Life Support Care (ALS) is the gold standard in the prehospital environment. Paramedics expand the scope of practice with an additional 1200 hours of education and capability to include an advanced assessment capability, expanded pharmacological intervention,

Advanced Life Support Services

July 10, 2018

Page 2

and use of many advanced invasive and noninvasive skills and equipment. The delivery of advanced life support by paramedics is currently provided exclusively through Gold Coast Ambulance via contract with the Ventura County EMS Agency (VCEMS).

While this system of care is appropriate for many situations it has glaring limitations. The ability to operate in the hazardous environment requires many hours of rigorous training to not only remain safe but to function effectively and efficiently. This skill and assumption of risk is exclusive to the Fire Department but due to the limitation of the EMT scope of practice only BLS care can be rendered until the patient is safely extricated. Patient care is then transferred to a Gold Coast Paramedic. This results in a delay for the patient to receive ALS care.

The OFD as a BLS agency is very limited in its ability to respond to changing response dynamics. Additional strain to an already taxed EMS system has become evident. Anecdotally OFD crews began to note delays in paramedic response, particularly to South Oxnard. In May of 2017 the OFD began to conduct a study to verify if the field reports were correct. With data assistance by the VCEMS agency the OFD was able to confirm an increase in response times from Paramedic Ambulance providers. Root cause analysis revealed that multiple factors including increasing call volume, epidemics, destination triage, and changes to the ambulance staffing and coverage plans were delaying the arrival of ALS ambulances. GIS mapping revealed the response delay was the most severe in the medically underserved communities where early ALS care has the greatest impact and EMS use is already high.

In response the OFD began the process of planning, researching, and developing an ALS response model to meet the needs of the community. With assistance from multiple partners both private and public such as Gold Coast Ambulance and VCEMS, the OFD was able to develop a high efficiency response model via paramedic squad. Utilizing dual trained Firefighter/Paramedics the OFD would provide the important ALS stop gap coverage. The model allows for flexibility to respond to an ever changing prehospital dynamic, while enhancing service levels to any person who activates 911.

In order to attain the pharmaceuticals, prescribe dosages for specific equipment and as a requirement from the EMS regulatory agency a Medical Director must have clinical oversight of the ALS program. Dr. Todd Larsen, Assistant Medical Director for St. John's Regional Medical Center, has agreed to oversee the City of Oxnard Fire Department ALS program on a consultant basis. Professional Services Agreement 8293-18-FI will secure this service at a cost of \$40,430 annually.

The annual cost for the ALS program is estimated at \$136,000. The breakdown of costs is \$40,430 annually for contracted Medical Director, \$5,405 for medical supplies, and \$90,165 incentive pay for 10 employees with County Level II Paramedic Accreditation to staff an ALS Squad.

The Oxnard Fire Department will work with American Medical Response/Gold Coast Ambulance (AMR/GCA) to recover costs for Advanced Life Support services via resupply of all

EMS equipment (EKG pads, medicine, trauma supply, IV supply, etc) valued at approximately \$30,000 annually. Additional cost recovery opportunities are being discussed with AMR/GCA via fees currently collected by the ambulance companies that may offset the cost of the enhanced ALS services in the future.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

FINANCIAL IMPACT

The annual cost of \$136,000 of the ALS program has been included in the Proposed 2018-19 Measure O budget.

ATTACHMENTS:

Attachment A: Advanced Life Support Services Resolution

Attachment B: Dr. Larsen Agreement

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING THE OXNARD FIRE DEPARTMENT TO PARTICPATE IN THE
VENTURA COUNTY EMERGENCY MEDICAL SERVICES AGENCY
ADVANCED LIFE SUPPORT SYSTEM

WHEREAS, the Oxnard Fire Department (OFD) provides emergency medical services at the Basic Life Support (BLS) level through the use of dual trained firefighters and EMTs; and

WHEREAS, the OFD provides basic care to include First Aid, CPR/AED, limited medications, as well as basic medical and trauma assessment; and

WHEREAS, the OFD as a BLS agency is limited in its ability to respond to changing response dynamics; and

WHEREAS, Advanced Life Support care (ALS) is the gold standard in the pre-hospital environment; and

WHEREAS, ALS paramedics expand the scope of life support practices with an additional 1200 hours of education, and the capabilities to provide advanced assessments, and expanded pharmacological intervention; and

WHEREAS, the delivery of advanced life support by paramedics is currently provided exclusively through Gold Coast Ambulance/American Medical Response via contract with the Ventura County EMS Agency (VCEMS); and

WHEREAS, the City desires to provide certain ALS first responder paramedic services.

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

The Oxnard Fire Department shall participate in the Ventura County Emergency Medical Services Agency Advanced Life Support System.

PASSED AND ADOPTED THIS _____ day of _____, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and entered into in the County of Ventura, State of California, this 30 day of May, 2018, by and between the City of Oxnard, a municipal corporation (“**City**”), and Todd Larsen MD Inc. (“**Consultant**”). City and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the “**Services**”). In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Jaime Villa, EMS Coordinator (“**Manager**”), subject to the direction of the City Manager or Department Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Darwin Base, Fire Chief as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on May 30 2018, and expire on May 30 2021.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of

Agreement No. 8283-18-FI

termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$162/Hr not to exceed \$36,430/year for the Services provided in **Exhibit A** attached hereto and incorporated by this reference in full herein.

b. City agrees to reimburse consultant for fees related to the acquisition and maintenance of licensing, as required, to comply with Controlled Substances Act (CSA), 21 USC 801-890, and the DEA regulations, Title 21, Code of Federal Regulations (CFR), Parts 1300 to 1316. These fees are not to exceed \$1,000/year unless otherwise authorized by the Fire Chief or his designee

c. City agrees to reimburse consultant for the cost of Medical Directors malpractice insurance not to exceed \$3,000/year unless otherwise authorized by the Fire Chief or his designee.

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

e. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or 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, its employees, subcontractors, agents and subconsultants.

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

g. 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.

15. Method of Payment

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

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

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for 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 appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

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

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

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

21. Hold Harmless, Indemnity and Defense

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying services:

(1) Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type or cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, allegations, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a "**Claim**" and collectively the "**Claims**").

(2) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than

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Consultant are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

b. If Consultant does not provide any architectural, landscape architectural, engineering or land surveying services as the Services in this Agreement:

(1) To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless the Indemnified Party from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all Claims. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

c. For services under both 21a and 21b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall provide during the performance of the Services the insurance coverages as specified in **Exhibit INS-A**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager

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waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

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

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

Agreement No. 8283-18-FI

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Arbitration

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

38. Expenses of Enforcement

Agreement No. 8283-18-FI

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Dr. Todd Larsen, PO Box 2615, Ventura, Ca, 93002, Attention: Chief Darwin Base.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Fire Department, 360 West Second St, Oxnard, California 93030, Attention: Jaime Villa, EMS Coordinator.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

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

[Signatures on next page]

Agreement No. 8283-18-FI

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

CITY OF OXNARD

CONSULTANT

☐ Tim Flynn, Mayor (if agreement is _____ Date
\$250,000.01 or more)

Todd Larsen, MD

Date

☒ Scott Whitney, City Manager (if agreement is \$25,000.01-\$250,000.00)

☐ Lisa Boerner, Purchasing Agent (if agreement is up to \$25,000.00)

ATTEST:

Michelle Ascencion, City Clerk Date
(if agreement is \$250,000.01 or more)

APPROVED AS TO FORM:

Steve Fisher, City Attorney Date
(required for any agreement amount)

APPROVED AS TO CONTENT:

Jaime Villa, Project Manager (required Date
for any agreement amount)

Darwin Base, Department Head (if Date
agreement is \$25,000.01 or more)

APPROVED AS TO AMOUNT:

Scott Whitney, City Manager (if Date
agreement is \$250,000.01 or more)

APPROVED AS TO INSURANCE:

Mike More, Risk Manager (required Date
for any agreement amount)

The City requires the following for any contract:

For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;

For an LLC, the signatures of at least two managers of the LLC;
or

For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

PLEASE DO NOT
REMOVE THIS BOX

EXHIBIT A**SCOPE OF SERVICES**

Medical Direction of Paramedic services for the City of Oxnard Fire Department Advance life support program (ALS).

- A. Consultant shall assist in the development of education and training programs for pre-hospital personnel.**
- B. Consultant shall provide clinical guidance in support of the Oxnard Fire Department advanced and basic life support program.**
- C. Consultant shall participate in counseling, remediation proceedings related to prehospital care.**
- D. Consultant shall serve as Medical Director of the Oxnard Automated External Defibrillation Program**
- E. Contractor shall prescribe as needed medications and equipment to supply ALS units per VCEMSA Policy 504 (Exhibit B)**
- F. Contractor shall perform said work and functions at all times in strict accordance with currently accepted methods and practices of his professional specialty.**

EXHIBIT INS-A**INSURANCE REQUIREMENTS**

Exhibit INS-A

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

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk

Agreement No. 8283-18-FI

Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains “best effort” modifiers or if the insurer is relieved from the responsibility to give such notice.

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

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

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

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

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

Agreement No. 8283-18-FI

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

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

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INS-A.doc

Agreement No. 8283-18-FI

**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO.

ISSUE DATE
(MM/DD/YY)

PRODUCER

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from) (to)

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone:

NAMED INSURED

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE**GENERAL LIABILITY**

- ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY ☐ Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS**COVERAGES**

- ☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
☐ _____
☐ _____

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE	AGGREGATE

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.**2. CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.**3. SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.**4. CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.**5. PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.**6. SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER**AUTHORIZED REPRESENTATIVE**

Agreement No. 8283-18-FI[illegible]

Rev. 6/18 INS-A.doc

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: July 10, 2018

TO: City Council

THROUGH: Alexander Nguyen
City Manager

FROM: Scott Whitney
Police Chief

SUBJECT: MOUs with School Districts.

CONTACT: Scott Whitney, Police Chief
Scott.Whitney@OxnardPD.org, (805) 385-7624

RECOMMENDATION:

That City Council approve and authorize the City Manager to execute the cost-sharing memoranda of understanding (MOU's) between the: Rio School District (RSD), Hueneme School District (HSD), Oxnard School District (OSD), and the Oxnard Union High School District (OUHSD) for the School Resource Officer (SRO) Program.

BACKGROUND

These MOUs set forth guidelines between the listed school districts and the Oxnard Police Department, to ensure an understanding of the goals of the SRO program. The above-listed districts reimburse the Police Department for a portion of the personnel costs associated with this program.

The FY 18-19 School District MOUs set forth guidelines and cost reimbursements between four local school districts and the City of Oxnard Police Department's SRO program. These are a continuation of current agreements, and renew the school districts' commitments to reimburse the Police Department for the combined equivalent of seventy-five percent (75%) of personnel costs for eight (8) assigned SROs. The Oxnard Union High School District (OUHSD) also renews its agreement to fully reimburse the City for costs related to the staffing of special events.

MOUs with School Districts

July 10, 2018

Page 2

School Resource Officer Program Overview

The SRO program serves a student population of approximately 42,000 students in Oxnard's four public school districts. The Police Department has an SRO assigned to each of the four (4) public high schools in the OUHSD. These four (4) SROs are assigned full-time to their respective high schools.

Four (4) more police officers are assigned to the elementary and junior high schools for three school districts (Oxnard, Hueneme, and Rio). Three of these four elementary/junior high school SROs provide services to the Oxnard School District (OSD), while the fourth SRO splits time between Hueneme School District (in Oxnard's jurisdiction) and selected schools from the Rio School District (in Oxnard's jurisdiction).

SROs assist school administrators in helping maintain a safe campus environment that is conducive to learning. SROs provide a visible presence to deter or identify trespassers on campus. School officials rely on the SROs training, knowledge and experience in handling situations involving weapons violations, or in the identification of controlled dangerous substances. In addition, SROs provide a service to the surrounding community by addressing concerns such as loitering, speeding or other traffic issues.

SROs are assigned to schools on a long-term basis, based on a school year. The SROs also handle police service calls on and around school campuses, providing relief to the Police Department's Patrol Division. High school SROs typically handle issues dealing with thefts, assaults, drugs, alcohol, weapons, threats, bullying, child abuse, child custody court orders, truancy, traffic issues, gangs, students with mental health issues, runaway students, and conflicts among parents. These previously mentioned issues are more typically found in the high schools. Elementary and middle school SROs are in an environment that naturally places them in more of a prevention-based posture, as many of the younger students can benefit from positive interaction with police, as well as the establishment of role models for the youth.

As is the case for all police officers, SROs are responsible for investigating violations of criminal law. When it is both necessary and appropriate, SROs enforce these laws by citing or arresting offenders, but favor prevention and intervention strategies, viewing enforcement as a last resort. Language is included in the MOUs that reinforces this.

Below are some statistics for 2017 that illustrate measurable SRO activities:

- SROs handled approximately 1,900 calls for service related to school campuses
- SROs handled approximately 250 citations/arrests for offenses
- Over 2,400 parents and students were counseled by the SROs
- SROs provided approximately 150 presentations, in a variety of topics/forums
- SROs coordinated forty (40) school safety / lock down drills
- SROs participated in over 200 School Attendance Review Board hearings
- SRO's generated approximately 400 crime and incident reports, with 93 arrests

MOUs with School Districts

July 10, 2018

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Of note, statistically measurable activity, such as counseling sessions, meetings, and presentations have far more value than their numerical statistics, as their impacts upon individuals to make better choices or other positive outcomes are difficult to measure.

The Memoranda of Understanding

The MOU's involve the reimbursement to the City for the services of eight (8) police officers, who provide enhanced services to four of Oxnard's school districts. In general, the City is reimbursed for seventy-five percent (75%) of personnel costs related to the eight (8) SROs. The following is a cost breakdown that explains the reimbursement model.

- Oxnard Union High School District's cost-sharing amount is \$540,400 (75% of the cost of four (4) officers).
- Oxnard School District's cost-sharing amount is \$405,300 (75% of the cost of three (3) officers). The FY 18-19 MOU increases the number of assigned SRO's from two (2) to three (3).
- One (1) SRO splits the forty-hour work-week between the Hueneme School District and Rio School District's schools within Oxnard. The sum of the two districts' contributions equals 75% of the personnel cost for this officer:
 - Hueneme School District's cost sharing amount is \$88,265 (49% of the cost of an officer).
 - This officer provides twenty-six (26) hours of service per week to the district.
 - Rio School District's cost sharing amount is \$46,835 (26% of the cost of an officer).
 - This officer provides fourteen (14) hours of service per week to the Rio District Schools that are in Oxnard.

For FY 18-19 MOUs, all of the School Districts agreed to increase their reimbursements by one percent (1%) to cover City employee collective bargaining agreement-driven cost increases. The following table illustrates the comparison between FY 17-18 and FY 18-19 reimbursements:

School District	FY 17-18 Reimbursement from School District	FY 18-19 Reimbursement from School District	School District Contribution Increase
Oxnard Union High School District	\$527,220	\$540,400	\$13,180
Oxnard School District	\$263,610	\$405,300	\$141,690*
Hueneme School District	\$86,113	\$88,265	\$2,152
Rio School District	\$45,692	\$46,835	\$1,143
Total:	\$922,635	\$1,080,800	\$158,165

* This increase reflects the addition of an SRO to serve the Oxnard School District.

MOUs with School Districts

July 10, 2018

Page 4

Oxnard Union High School District has an additional MOU which is for cost recovery for special events throughout the school year. The overtime reimbursement rates are as follows:

- Police Officer: \$76.82 per hour
- Senior Police Officer: \$90.46 per hour
- Sergeant: \$100.51 per hour

The school districts will be billed for a lump-sum payment to the City no less than 60 days prior to June 30, 2019.

STRATEGIC PRIORITIES

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Objective 1a. Create a renewed focus on police/community relations with underserved communities and youth population.

FINANCIAL IMPACT

The total contribution from the four school districts is \$1,080,800, and represents an increase of \$158,165 from FY 17-18. The anticipated revenue is budgeted and will be included in the FY18-19 budget.

ATTACHMENTS:

Attachment A - MOU with Rio School District

Attachment B - MOU with Hueneme School District

Attachment C - MOU with Oxnard School District

Attachment D - MOU with Oxnard Union High School District

Attachment E - MOU with OUHSD for Special Events

Agreement No. 8249-18-PO

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES (“**Agreement**”) by and between the City of Oxnard, a municipal corporation (“**City**”) and the Rio School District (“**RSD**” or “**District**”) is made and entered into as of July 1, 2018. City and District are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on RSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department (“**OPD**”) shall provide the services of one (1) School Resource Officer (“**SRO**”) to RSD elementary and intermediate school campuses for a total of fourteen (14) hours a week. The SRO will work with RSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs’ law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in **Exhibit A** attached hereto and incorporated by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund Twenty Six percent (26%) of the cost to operate and administer the SRO program for FY 2018-19 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Forty Six Thousand Eight Hundred and Thirty Five Dollars (\$46,835) (26% of the cost of an officer) no less than thirty (30) days prior to June 30, 2019.

City shall send invoices to: Assistant Superintendent of Business Services
Rio School District 2500 Vineyard Avenue, #100, Oxnard, CA 93036. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from July 1, 2018 to June 30, 2019, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department
 251 South "C" Street
 Oxnard, California 93030
 Attention: Jason Benites, Assistant Chief of Police

District:

Rio School District
 2500 Vineyard Avenue, #100
 Oxnard, CA 93036
 Attention: Dr. John Puglisi, Superintendent Rio School District

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

RIO SCHOOL DISTRICT

Scott Whitney, Interm City Manager

Dr. John Puglisi, Superintendent Rio School District

APPROVED AS TO FORM

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

Scott Whitney, Police Chief

EXHIBIT "A"

SRO Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
 - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
 - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
 - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
 - a. Child and adolescent development and psychology;
 - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
 - c. Children with disabilities or other special needs; and
 - d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the RSD, all SROs will be given a user-specific login and access to the RSD network to:
 - a. Login
 - b. Run productivity software, including Microsoft Office
 - c. Print to District/School printers
 - d. Access the Internet thru the District's Internet Filter
 - e. Access WebMail from a third party provider
 - f. Access Internet Filter override
2. SROs will not be provided:
 - a. Access to install programs to workstations or servers
 - b. Access to District email accounts or the District's email address book
 - c. Access to the District's Student Information System
 - d. Access to other District files

Agreement No. 8248-18-PO

AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES AND COST SHARING

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES (“**Agreement**”) by and between the City of Oxnard, a municipal corporation (“**City**”) and the Hueneme School District (“**HSD**” or “**District**”) is made and entered into as of July 1, 2018. City and District are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on HSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department (“**OPD**”) shall provide the services of one (1) School Resource Officer (“**SRO**”) to HSD elementary and intermediate school campuses for a total of Twenty Six (26) hours a week. The SRO will work with HSD district staff as well as staff at individual elementary and intermediate schools (within the jurisdiction of Oxnard) to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs’ law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in **Exhibit A** attached hereto and incorporated by this reference in full herein.

In addition to the obligations set forth in the Agreement, City shall notify the District Superintendent in writing within five (5) business days of City's anticipation of a SRO absence from a school exceeding a period of nine (9) consecutive school days.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund forty-nine percent (49%) of the cost to operate and administer the SRO program for FY 2018-2019 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Eighty-eight Thousand Two Hundred and Sixty-Five Dollars (\$88,265) (49% of the cost of one officer) no less than thirty (30) days prior to June 30, 2019.

City shall send invoices to: Christine Walker, Superintendent, Hueneme School District, 205 N. Ventura Road, Port Hueneme, California 93041-3065. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from July 1, 2018 to June 30, 2019, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party.

Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department
251 South "C" Street
Oxnard, California 93030
Attention: Jason Benites, Assistant Chief of Police

District:

Hueneme School District
205 N. Ventura Road
Port Hueneme, California 93041-3065
Attention: Dannielle Brook, Assistant Superintendent Business Services

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind

each respective Party.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

HUENEME SCHOOL DISTRICT

Scott Whitney, Interim City Manager

Christine Walker
Dr. Christine Walker, Superintendent

APPROVED AS TO FORM

 FOR 04/17/18
Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

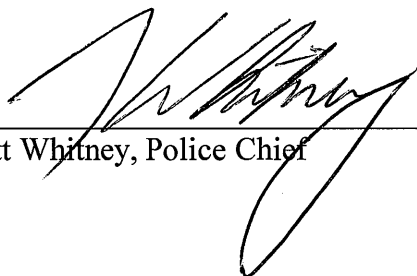

Scott Whitney, Police Chief

EXHIBIT “A”

SRO Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
 - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
 - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
 - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
 - a. Child and adolescent development and psychology;
 - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
 - c. Children with disabilities or other special needs; and
 - d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the HSD, all SROs will be given a user-specific login and access to the HSD network to:
 - a. Login
 - b. Run productivity software, including Microsoft Office
 - c. Print to District/School printers
 - d. Access the Internet thru the District's Internet Filter
 - e. Access WebMail from a third party provider
 - f. Access Internet Filter override
2. SROs will not be provided:
 - a. Access to install programs to workstations or servers
 - b. Access to District email accounts or the District's email address book
 - c. Access to the District's Student Information System
 - d. Access to other District files

OSD AGREEMENT #18-05

Agreement No. 8247-18-PO

AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES AND COST SHARING

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES (“**Agreement**”) by and between the City of Oxnard, a municipal corporation (“**City**”) and the Oxnard School District (“**OSD**” or “**District**”) is made and entered into as of July 1, 2018. City and District are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on OSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department (“**OPD**”) shall provide the services of three (3) School Resource Officer’s (“**SRO’s**”) to OSD elementary and intermediate school campuses. The SRO will work with OSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs’ law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in **Exhibit A** attached hereto and incorporated by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund Seventy Five percent (75%) of the cost to operate and administer the SRO program for FY 2018-2019 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Four Hundred and Five Thousand, Three Hundred dollars (\$405,300) (total cost for three officers) no less than thirty (30) days prior to June 30, 2019.

City shall send invoices to: Janet Penanhoat, Assistant Superintendent, Oxnard School District 1051 South A Street, Oxnard, CA, 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from July 1, 2018 to June 30, 2019, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department
 251 South "C" Street
 Oxnard, California 93030
 Attention: Jason Benites, Assistant Chief of Police

District:

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030
 Attention: Janet Penanhoat, Assistant Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.
12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be

construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

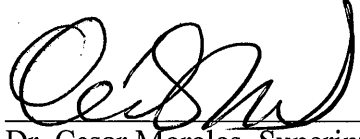
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

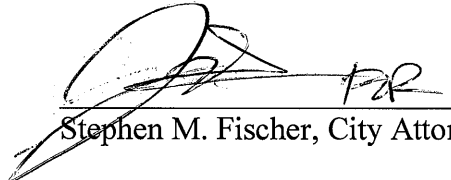
OXNARD SCHOOL DISTRICT

Scott Whitney, Interim City Manager



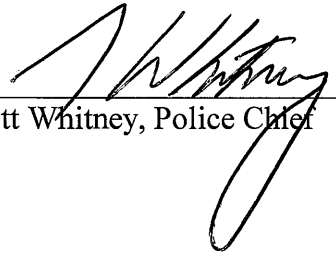
Dr. Cesar Morales, Superintendent

APPROVED AS TO FORM



Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT



Scott Whitney, Police Chief

EXHIBIT “A”

SRO Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor. The SRO program will aid and support the Oxnard School District Community with a dedicated team of officers who increase the ability of the police department to respond quickly to the District's needs, guide and mentor students, participate in matters of truancy, supervise and monitor District functions and interact in positive ways with students and families.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
 - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
 - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
 - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.

2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such suspicion.
3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
 - a. Child and adolescent development and psychology;
 - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
 - c. Children with disabilities or other special needs; and
 - d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the OSD, all SROs will be given a user-specific login and access to the OSD network to:
 - a. Login
 - b. Run productivity software, including Microsoft Office
 - c. Print to District/School printers
 - d. Access the Internet thru the District's Internet Filter
 - e. Access WebMail from a third party provider
 - f. Access Internet Filter override
2. SROs will not be provided:
 - a. Access to install programs to workstations or servers
 - b. Access to District email accounts or the District's email address book
 - c. Access to the District's Student Information System
 - d. Access to other District files

Agreement No. 8246-18-PO

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES (“**Agreement**”) by and between the City of Oxnard, a municipal corporation (“**City**”) and the Oxnard Union High School District (“**OUHSD**” or “**District**”) is made and entered into as of July 1, 2018. City and District are sometimes individually referred to as “Party” and collectively as “Parties.”

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on OUHSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department (“**OPD**”) shall provide the services of four (4) School Resource Officer’s (“SRO’s”) to OUHSD school campuses. The SRO will work with OUHSD district staff as well as staff at individual schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SRO’s to be tailored to the specific needs of each school, and it will also provide for flexibility of the SRO’s law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in Exhibit A attached hereto and incorporated by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund Seventy-Five percent (75%) of the cost to operate and administer the SRO program for FY 2018-2019 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Five Hundred Forty Thousand, Four Hundred Dollars (\$540,400) (75% of the cost of the officers) no less than thirty (30) days prior to June 30, 2019.

City shall send invoices to: Jeff Weinstein, Assistant Superintendent of Business Services, Oxnard Union High School District, 309 S. K Street, Oxnard, CA 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from August 29, 2018 to June 30, 2019, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire,

communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department
251 South "C" Street
Oxnard, California 93030
Attention: Jason Benites, Assistant Chief of Police

District:

Oxnard Union High School District
309 S. K Street
Oxnard, CA 93030
Attention: Dr. Penelope Deleon, Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

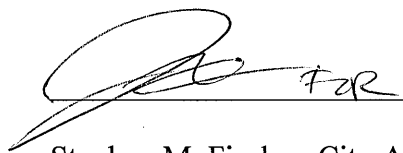
CITY OF OXNARD

OXNARD UNION HIGH SCHOOL DISTRICT

 Scott Whitney, Interm City Manager

P. Deleon
 Dr. Penelope Deleon, Superintendent

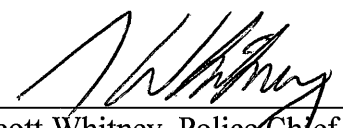
APPROVED AS TO FORM



 Stephen M. Fischer, City Attorney

 Risk Manager

APPROVED AS TO CONTENT



 Scott Whitney, Police Chief
EXHIBIT "A"

SRO Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to the deployment of the SRO and each month school administrators shall be informed of the regular or specially assigned duties and responsibilities that require the SRO to be off campus during school days and/or school hours. School Administrators shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor. Copies of weekly SRO activity reports are available to the school principal and/or District Superintendent or the Superintendents' designee upon request.
6. The SRO shall inform school administration if he or she is being reassigned to cover a vacant position in the SRO unit. If the reassignment last more than two consecutive weeks the District Superintendent or Superintendent's designee will be informed by the SRO supervisor and a plan to provide full coverage to the impacted school site will be developed at no additional cost to the district.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
 - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.

- b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
 - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
- 2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such suspicion.
- 3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
- 4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

- 1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
 - a. Child and adolescent development and psychology;
 - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
 - c. Children with disabilities or other special needs; and
 - d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

- 1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT

- 1. In order for the Oxnard PD's SROs to serve the students of the OUHSD, all SROs will be given a user-specific login and access to the OUHSD network to:
 - a. Login
 - b. Run productivity software, including Microsoft Office
 - c. Print to District/School printers
 - d. Access the Internet thru the District's Internet Filter
 - e. Access WebMail from a third party provider
 - f. Access Internet Filter override
- 2. SROs will not be provided:
 - a. Access to install programs to workstations or servers

- b. Access to District email accounts or the District's email address book
- c. Access to the District's Student Information System
- d. Access to other District files

Agreement No. 8250-18-PO

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES ("**Agreement**") by and between the City of Oxnard, a municipal corporation ("**City**") and the Oxnard Union High School District ("**District**") is made and entered into as of July 1, 2018. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department ("**OPD**") shall provide no less than two (2) police officers to provide police services at select special events of the District, including, but not limited to, football games, basketball games, dances at District campuses, homecoming games, events involving school rivalries, gang concerns, commencement ceremonies or other school or community events on or off District campuses with increased risk potential (the "**Services**"). The Parties acknowledge and agree that OPD may, in its sole and absolute discretion, deploy more than two (2) police officers to District campuses for events on or off District campuses with increased risk potential. The Parties also acknowledge and agree that OPD may assign one (1) supervisor when there are multiple games/events on the same night or when there is a single game/event requiring more than two (2) officers.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services.
3. Compensation. District agrees to pay City for the Services provided under this Agreement at rates provided in Exhibit A attached hereto and incorporated by this reference in full herein.
4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed for the event.
5. Term. The term of this Agreement shall be from August 29, 2018 to June 30, 2019, unless earlier terminated as provided herein.
6. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least seven (7) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.

7. Method of Payment. Upon the satisfactory completion of the Services for any special event during the term of this Agreement, City shall submit an invoice to District, delineating the Services performed. City shall send all invoices to: Jeff Weinstein Assistant Superintendent of Business Services, Oxnard Union High School District, 309 South "K" Street, Oxnard, California 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges thereon.

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

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department
251 South "C" Street
Oxnard, California 93030
Attention: Jason Benites, Assistant Chief of Police

District:

Oxnard Union High School District
309 South "K" Street
Oxnard, California 93030
Attention: Dr. Penelope DeLeon, Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.

15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.

18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

OXNARD UNION HIGH SCHOOL DISTRICT

Scott Whitney, Interim City Manager

P. DeLeon

Dr. Penelope DeLeon, Superintendent

APPROVED AS TO FORM

[Signature]

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

[Signature]

Scott Whitney, Police Chief

EXHIBIT "A"
HOURLY COMPENSATION RATES

Position	Hourly Rate
Police Officer	\$76.82
Senior Police Officer	\$90.46
Sergeant	\$100.51



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 10

DATE: July 10, 2018

TO: City Council

THROUGH: Alexander Nguyen
City Manager

FROM: Scott Whitney
Police Chief

SUBJECT: Response to Grand Jury Report Titled "Grand Jury Annual Detention Report."

CONTACT: Scott Whitney, Police Chief
Scott.Whitney@OxnardPD.org, (805) 385-7624

RECOMMENDATION:

That City Council authorizes the Mayor, the City Manager, and the Police Chief to respond, on behalf of the City Council, to the Grand Jury Report titled "Grand Jury Annual Detention Report" dated May 16, 2018, in the form included as Attachment B.

BACKGROUND

Pursuant to California Penal Code Section 919(b), the Grand Jury is mandated to conduct an annual inspection of all the detention facilities in the county. The 2017-2018 Ventura County Civil Grand Jury inspected the following detention facilities: County Juvenile Facility, State of California's Ventura Youth Correctional Facility, Pre-Trial Detention Facility, Todd Road Jail, East Valley Jail, and all 10 city holding facilities.

The Ventura County Civil Grand Jury recently published a report on detention facilities within the county. The City is required to respond to certain findings and recommendations in the Grand Jury report. The Grand Jury report is presented as Attachment A.

While the bulk of the Grand Jury report was not about Oxnard's holding facility, the following points in the report were most relevant to Oxnard:

- County jails and holding facilities are generally in good order,...

Response to Grand Jury Report Titled "Grand Jury Annual Detention Report"

July 10, 2018

Page 2

- Of the 10 holding facilities visited, only Oxnard Police Department, Simi Valley Police Department, and Camarillo Police Department had up to date fire-life safety certificates available at the time of the Grand Jury inspection.
- The 10 city holding facilities visited did not have policies or procedures incorporating Prison Rape Elimination Act (PREA) standards.

The Grand Jury recommended that the standards of the PREA be incorporated into the Police Department's policy and procedure manual. The PREA is designed to incorporate policies and procedures to prevent the sexual harassment or victimization of an inmate, by either facility staff or other inmates, and establish investigation standards should such incidents occur.

A policy section will be added to the Police Department's Policy and Procedures manual to address PREA standards. In addition, to further comply with PREA standards, an on-line reporting module will be added to the Department's website. This will allow for anonymous and third party reporting of sexual harassment or abuse in the jail facility. Both components will be implemented by September 2018.

As is normally the case, the City is required to respond within 90 days to certain findings and recommendations presented in the Grand Jury Report. A response is required by August 14, 2018. A draft of the response is presented as Attachment B.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

None.

ATTACHMENTS:

Attachment A -Grand Jury Annual Detention Report

Attachment B - Response to Grand Jury Report Form

Ventura County Grand Jury 2017 - 2018



Final Report

Annual Detention Report

May 16, 2018

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Annual Detention Report

Summary

Pursuant to California Penal Code Section 919(b), the 2017-2018 Ventura County Grand Jury (Grand Jury) investigated the conditions and management of the detention facilities in Ventura County (County). The Grand Jury inspected the following:

- County Juvenile Facility (JF)
- State of California's Ventura Youth Correctional Facility (VYCF)
- Pre-Trial Detention Facility (PTDF)
- Todd Road Jail (TRJ)
- East Valley Jail
- All 10 city holding facilities.

The Grand Jury concluded that due to a decrease in juvenile crime over several years, both the JF and the VYCF have underutilized space, with hundreds of unfilled beds.

The Grand Jury also concluded that despite a major lawsuit against the Division of Juvenile Justice (DJJ), the VYCF has not met and/or maintained goals set by the resulting consent decree. It continues to fall short of minimum standards of cleanliness, repair, and safety.

The Grand Jury concluded that in stark contrast to the underutilized space at the juvenile facilities, the adult facilities, PTDF and TRJ, remain significantly overcrowded. A TRJ expansion is on track to be completed in 2020. It is designed to add 64 beds for chronically and mentally ill inmates. While this will ease overcrowding, the \$61-million expansion will be insufficient and serve only a small fraction of mentally ill inmates when completed.

The Grand Jury concluded that County jails and holding facilities are generally in good order, with only two departments showing cause for concern: the Santa Paula Police Department (SPPD) and the Port Hueneme Police Department (PHPD). Through Measure T, SPPD has now garnered funding to retrofit and expand its holding facility. However, PHPD continues to operate its facility short-staffed, and the holding cell is in need of repair.

The Grand Jury concluded that Ventura County Probation Agency (VCPA) has reduced services to crime victims over the last few years, and the District Attorney's office does not provide comparable services to all crime victims.

The Grand Jury concluded that compliance with the Prison Rape Elimination Act (PREA) is important for detention facilities in order to avoid liability and increase grant funding opportunities.

Background

Pursuant to California Penal Code Section 919(b), there is one specific task mandated of the Grand Jury, which is an annual inspection of all the detention facilities in the County. The Grand Jury carried out this duty as mandated.

Juvenile Facility (JF)

The VCPA operates the JF. According to the VCPA website, the JF was designed to house juvenile offenders both short and long term.

Detention housing is intended for youth requiring custody pending court proceedings. It also provides temporary custody for those in need of short-term removal from the community and/or awaiting transfer to placement or another jurisdiction. The detention side was designed to house 240 youth.

The commitment side was designed to house 180 youth serving court-ordered commitments of up to one year. Commitment youth may participate in an array of vocational programs, such as silk screening, broadcasting, construction, and landscaping. In addition to their fully accredited high school program, other classes offered include chess, yoga, and origami.

In recent years, the JF staff have been working with Ventura County Behavioral Health (VCBH) to implement a trauma-informed care approach to policies and practices at the JF. This is based on VCBH's estimate that 75 percent of all detainees are victims of some traumatic event in their lives. According to the National Council for Behavioral Health, when there is no inquiry about trauma in behavioral-health care, harm is done or abuse is unintentionally re-created by the use of forced medication, seclusion, or restraints.

Ventura Youth Correctional Facility (VYCF)

On November 29, 2017, the Grand Jury inspected the VYCF, formerly known as the California Youth Authority (CYA). Upon entry into the facility reception area, the Grand Jury noted an enlarged poster-size memo to staff dated August 30, 2017, prohibiting all cell phones in the facility.

Prior to the inspection, VYCF staff briefed the jurors on the Farrell Decree. On January 16, 2003, Margaret Farrell filed a lawsuit against the director of CYA. The suit claimed CYA was expending funds on policies, procedures, and practices that were illegal under state law. Farrell also claimed that CYA failed in its statutory duties to provide adequate treatment and rehabilitation for juvenile offenders in its care. The lawsuit also alleged that the youth offenders were denied adequate medical, dental, and mental health care.

On November 19, 2004, both parties entered into a consent decree in which the Division of Juvenile Justice (DJJ) agreed to develop and implement detailed remedial plans in the following areas: safety and welfare, mental health, education, sexual behavior treatment, health care, dental services, and youth with disabilities. One of many goals of the Farrell decree was to reduce overcrowding, limiting the number of offenders in a living unit to 32.

Pre-Trial Detention Facility (PTDF)

The PTDF was opened in 1980 and is operated by the Ventura County Sheriff's Office (VCSO). The VCSO processes more than 29,000 bookings and releases each year.

Programming at the PTDF includes English as a Second Language (ESL) classes, religious services, and Narcotics Anonymous and Alcoholics Anonymous meetings, as well as a high school equivalency course.

Todd Road Jail (TRJ)

The TRJ was constructed in 1995 and sits on 157 acres of agricultural land in a rural area between Ventura and Santa Paula. It is also operated by the VCSO and, according to the VCSO website, the facility prides itself on beautiful landscape and campus-style design and is referred to as the "jewel" of the detention services.

The TRJ is currently undergoing an expansion. The \$61-million project will add 64 beds, 32 for chronically ill inmates and 32 for mentally ill inmates. In November 2015, the Board of State and Community Corrections (BSCC) granted the County a partial award of \$25.6 million and approved the remaining \$29.4 million in April 2016. A County match of \$6 million completed the project's funding. The facility is on track for completion in the spring of 2020.

The TRJ offers more programming opportunities to inmates than its PTDF counterpart. In addition to the ESL classes, high school equivalency course, religious services, and Narcotics Anonymous and Alcoholics Anonymous classes, it offers vocational training including print shops, sewing classes, and a culinary training program. It also offers specialized classes in criminal justice to pre-selected inmates based on the Inside-Out Prisoner Exchange Program. With the TRJ expansion project underway, the staff expressed interest in a construction training program. However, the program has encountered union resistance.

The TRJ has also begun a pilot project in conjunction with its medical provider, California Forensic Medical Group, and VCBH involving Vivitrol for opioid addicts. Vivitrol is an injectable drug that works to help addicts in recovery by blocking opioid receptors in the brain. Each injection costs \$1,200 and is effective for 30 days. The injection is given prior to the inmate's release and is continued through an outpatient narcotics treatment center, Aegis, which is licensed to administer Vivitrol. On September 27, 2017, seven inmates were in the Vivitrol program, with room for eight more.

Other County Holding Facilities

The Grand Jury inspected 10 holding facilities throughout the County. The old East County Jail located at Country Club Drive West and Olsen Road in Simi Valley was not inspected. Owned by the City of Simi Valley, the defunct building has been abandoned for more than 20 years, and its only use is for occasional overflow parking for patrons of the Ronald Reagan Library.

Methodology

The Board of State and Community Corrections (BSCC) disseminates regulations for juvenile and adult detention facilities and administers significant public safety-related grant funding.

Prior to each of the inspections, the Grand Jury completed the following tasks to fulfill its mandate:

- Devised a rating sheet for the facilities based on the BSCC Minimum Standards for Local Detention Facilities Title 24 and Title 15
- Conducted witness interviews
- Researched websites
- Reviewed agency mission statements
- Reviewed past Grand Jury reports
- Reviewed reports issued by the BSCC; Department of Justice; and California Department of Corrections and Rehabilitation, Division of Juvenile Justice
- Scheduled inspections of PTDF, TRJ, JF, and VYCF to include walk-throughs, discussions with staff, and conversations with detainees, followed by a debriefing of all Grand Jury members
- Conducted unannounced inspections of all city holding facilities.

The Grand Jury reviewed the following during the inspections:

- Average Daily Population Report
- Incident Report Log
- Risk assessment tool and booking procedure criteria
- Classification Plan
- Policy and procedure manuals
- DJJ Youth Handbook
- Reviewed VYCF goals pertaining to the Farrell Decree
- Most recent inspections from Fire Marshall and Health Inspector
- Juvenile detention logs and procedures
- Inmate and youthful offender grievances.

Facts

Juvenile Facility (JF)

FA-01. The JF was built in 2003 at a cost of \$65 million, largely paid for by federal grants. The complex sits on a five-acre parcel in the community of El Rio. The facility is certified by the BSCC for a maximum rated capacity of 420

youth (240 in detention and 180 in commitment). Prior to completion, the commitment side was designed to house three special populations, including older juveniles in a work program. (Ref-03, Ref-04)

FA-02. In California, juvenile arrests decreased 62 percent between 2008 and 2014. (Ref-05)

FA-03. In Ventura County, juvenile arrests decreased 58 percent between 2008 and 2014 (from 7,329 arrests in 2008 to 3,058 in 2014). (Ref-06)

FA-04. The average daily population at the JF from 2014-2017 was 89.68.

Average Daily Population Totals - Calendar Year Format									
	2014	2015	2016	2017		2014	2015	2016	2017
Detention					Commitment				
January	35	36	42	36	January	55	44	46	46
February	43	46	35	40	February	55	52	45	48
March	52	41	35	50	March	46	47	49	55
April	39	38	42	54	April	48	48	44	54
May	45	43	39	51	May	48	54	54	52
June	47	37	33	46	June	54	52	52	54
July	50	36	39	45	July	56	49	50	53
August	43	32	35	41	August	51	50	38	52
September	42	42	31	45	September	47	51	41	49
October	34	43	34	43	October	47	54	48	44
November	28	35	40	48	November	49	52	55	46
December	31	37	32	34	December	39	42	53	45
Annual Avg.	40.75	38.83	36.42	44.42	Annual Avg.	49.58	49.58	47.92	49.83

Facility Annual Average 2014-2017				4 Year Average
2014	2015	2016	2017	
90.33	88.42	84.33	94.25	89.68

FA-05. On December 4, 2017, there were 88 youth in custody (50 in detention and 38 in commitment).

FA-06. The JF is budgeted for 275 staff (125 sworn staff and 150 support staff). However, on December 4, 2017, there were 13 unfilled positions. The Grand Jury was advised that due to the unfilled positions, all 88 youth were housed together in detention, with none in commitment.

FA-07. While the JF has three safety cells, they are rarely used. The Grand Jury was advised only one cell was used on one occasion in the last year.

FA-08. The JF does not currently have a PREA manual. VCPA does not have a PREA manual per County Counsel's advice, however, it recognizes the importance of PREA and its concepts and strives to incorporate them into their practices and policies." (Ref-01)

FA-09. Despite having no PREA manual, the JF staff follow the spirit of the act:

- All youth lodged in the JF are screened to assess their risk of sexual victimization.
- An orientation is completed with all hired staff including contractors and Community Based Organizations regarding the PREA Act.
- Upon booking, every youth detained in the facility is required to view a video about sexual victimization (available in both Spanish and English).
- The staff supervision ratio for sexual abuse victims has been reduced from 1:10 to 1:8.

FA-10. According to the International Association of Chiefs of Police, while local law enforcement agencies with a juvenile facility or lock-up are not mandated to comply with PREA, they may want to do so voluntarily to avoid liability. (Ref-07)

FA-11. Per the VCPA website, the agency mission is: "To promote community safety through a system of graduated sanctions that balance services to the victim, the offender, and the community." (Ref-02)

FA-12. Historically, VCPA has had numerous resources that were purposely designed for offender accountability and victim reparation. Facilities and programs including Work Furlough for adults; Juvenile Restitution Project; and Work, Education, Restitution & Competency for juveniles have been eliminated.

FA-13. As of December 4, 2017, VCPA was not providing any programming involving victim reparation to adult or juvenile probationers, in custody or out of custody.

FA-14. Over the past several years, VCPA has reduced resources available to victims of minor crime, i.e., theft, vandalism, driving under the influence, etc., resulting in fewer services to victims, including those seeking restitution. The VCPA website refers all victims of crime to the Ventura County District Attorney (DA). The DA's office prioritizes victim assistance based on the severity and nature of the crime and states that in some cases the court will proceed to sentencing without giving the DA's office the opportunity to contact the victim. (Ref-02, Ref-08)

Ventura Youth Correctional Facility (VYCF)

FA-15. The VYCF, located in Camarillo, was built in 1962. In 2011, VYCF housed 1,200 committed youth from various counties across the state. From 2012 to 2017, the population at VYCF declined dramatically. (Ref-05, Ref-09)

FA-16. On November 29, 2017, the facility housed 200 youth in seven of 12 housing units, leaving five units unoccupied. Of the 200 youth housed at VYCF on November 29, 2017, there were 38 youth in one general housing unit, despite the desired goal from the Farrell Decree of 32 per unit.

FA-17. Despite the decline in population at VYCF and throughout all DJJ institutions, costs are increasing. In March 2018, California's governor

proposed a 1 percent increase in spending across adult prisons and the state's youth correctional system. He also proposed an increase in the age of jurisdiction for DJJ from 23 to 25. (Ref-09, Ref-14)

FA-18. There are no safety cells in use at VYCF.

FA-19. The VYCF has a PREA manual, and the PREA Act has been integrated into its policies, procedures, and the Youth Rights Handbook. Additionally, it has a compliance manager on-site who reports to a PREA coordinator at the DJJ in Sacramento. (Ref-01)

FA-20. There are no working cameras used for surveillance at VYCF. When a use-of-force incident occurs, staff are required to video the incident with a hand-held video camera. All videos involving the use of force are reviewed and critiqued on-site and also sent to the DJJ in Sacramento for review.

FA-21. The VYCF failed to meet minimum standards pursuant to BSCC Title 15, Section 1280 and Section 1245. The general overall condition of the facility was in disrepair and appeared to lack years of routine janitorial maintenance, as exhibited by the following:

- The ceiling in the visiting area was stained, presumably from water damage.
- The roof in the school area was partially torn off.
- There were missing ceiling tiles, inoperative lighting, stained carpet, and peeling paint in the conference room.
- The toilet bowl in the conference restroom was stained brown.
- Both the men's and women's public restrooms were filthy.
- There were spider webs and grease in the kitchen, as well as dust strings on exhaust fans above the food prep area.
- The tennis court was determined to be unsafe for use.

FA-22. On November 29, 2017, VYCF staff stated there were no plans to address the unkempt conditions of the facility.

FA-23. The VYCF failed to obtain accreditation for its on-site Mary B. Perry High School. The school is currently operating under a two-year probationary accreditation.

FA-24. According to the VYCF, Youth Rights Handbook contraband includes:

- Cell phones and pagers
- Cigarettes/tobacco
- Controlled substances
- Drugs and drug paraphernalia
- Gambling or lottery materials
- Gang writing or materials

- Money
 - Sexually explicit drawings, pictures, or prints
 - Weapons or explosives.
- (Ref 10)

FA-25. On November 29, 2017, VYCF staff told the Grand Jury they used canines to conduct periodic searches of the facility and did not consider contraband to be a problem.

FA-26. In February 2017, a counselor employed at VYCF was sentenced to 36 months' formal probation and 180 days in the Ventura County Jail for smuggling cell phones into the facility and selling them to youth for profit over a seven-month period. (Ref-11)

FA-27. In July 2017, VYCF purchased a full-body scanner for \$300,000 that could be used to detect contraband. As of November 29, 2017, it had not been installed because of a disagreement with the correctional employees union over radiation exposure.

Pre-Trial Detention Facility (PTDF)

FA-28. The BSCC states the PTDF has a rated capacity of 828 inmates.

FA-29. The PTDF website states the facility can house approximately 890 sentenced and un-sentenced inmates. (Ref-15)

FA-30. The PTDF deputies explained that the PTDF housing capacity can vary by more than 100 inmates per day in what is termed overflow housing. The facility has 113 dayroom bunks that are in designated housing sections and used when the population goes over the BSCC rated capacity. The number of inmates housed on the dayroom bunks, or overflow, is tracked daily by the Daily Overflow Report.

FA-31. On October 29, 2017, there were 831 inmates (815 males, 16 females) in custody at the PTDF. By October 30, 2017, the population had dropped to 818. Nonetheless, the Intake Unit was notably crowded, with at least 14 men and women waiting to be booked, and one inmate sleeping in one of the print/mugshot rooms.

FA-32. The PTDF staff estimate that 20 percent to 30 percent of inmates are classified as mentally ill.

FA-33. A large recreation area, or exercise yard, is located on the roof of the PTDF. It is enclosed by chain-link fencing and divided into separate compartments. Inmates are allowed out in the exercise yard for two 90-minute sessions per week. A drinking fountain is located outside the compartments; however, there is no free access to a toilet, as required by BSCC Title 24 Section 1231.2.10.

FA-34. Many rival gang members are housed at the PTDF. They consist of not only local street gangs, but also active members of prison gangs as designated by the California Department of Corrections. One of the major challenges

with the inmate population at the PTDF is the number of different gangs that must be managed.

- FA-35.** In the past year the VCSO purchased six programming chairs, at a cost of \$1,600 each. The purpose of programming, or security, chairs is to provide therapeutic programming and education to high-security offenders. Per PTDF staff, the programming chairs are used as a motivational tool to reward good behavior, i.e., used to watch movies, instead of the intended purpose of providing a safe environment for inmate programming. (Ref-16)
- FA-36.** The PTDF did not have a comprehensive PREA manual. (Ref-01, Ref-07, Ref-17)

Todd Road Jail (TRJ)

- FA-37.** Per BSCC, the TRJ currently has a rated capacity of 796 inmates. On September 27, 2017, there were 815 inmates in custody (582 males, 233 females). Of the 815 inmates, 201 were housed in bunk beds set up in an open area of the facility for the overflow population.
- FA-38.** On a daily average the jail houses 30 to 40 inmates with serious psychiatric issues. (Ref-12)
- FA-39.** On September 27, 2017, the TRJ met the facility requirements of BSCC Title 24. The facility interior and exterior were well maintained. Each of the quads, cells, and showers appeared to be clean. Restrooms were in good repair. Particularly impressive was the jail's 10,000-square-foot kitchen and bakery. The kitchen prepares more than 2,500 meals daily for staff and inmates, including those on dietary restrictions, yet still maintained cleanliness standards.
- FA-40.** Many rival gang members are housed at TRJ. They consist of not only local street gangs, but also active members of prison gangs designated by the California Department of Corrections.
- FA-41.** The TRJ has 12 new programming chairs at a cost of \$1,600 each. According to TRJ staff, the programming chairs have proven useful to both faculty and inmates, particularly when instructing rival gang members. Safety of both staff and inmates is increased, and the inmates learn how to socialize and assimilate with each other. (Ref-16)

Port Hueneme Police Department (PHPD)

- FA-42.** On January 29, 2018, PHPD failed to meet minimum standards required by BSCC Title 15, Section 1280. The temporary holding cells had peeling paint and graffiti and lacked general cleanliness, with litter on the floor.
- FA-43.** On January 29, 2018, PHPD was understaffed by five of the 22 authorized sworn officers. The January 2018 calendar displayed numerous sign-ups for overtime shifts that month.
- FA-44.** On January 29, 2018 there was only one sworn officer at the PHPD holding facility.

FA-45. The PHPD separates juvenile offenders from adults in temporary detention by placing them in the sergeant's office or the staff breakroom. The juvenile offenders have no direct access to toilet facilities. If a juvenile needs to use the toilet, he or she must be escorted either into the secure cell area where adults are kept, or to the toilets in the public lobby, where the juvenile's confidentiality could be jeopardized.

Santa Paula Police Department (SPPD)

FA-46. On February 12, 2018, SPPD failed to meet minimum standards required by BSCC Title 15, Section 1280. The building was in poor condition. The paint on the exterior and interior walls was chipped and peeling, and graffiti was found in the holding cells. Ceiling panels were missing, wiring in the evidence room was exposed, and fixtures did not provide sufficient light.

FA-47. Due to increased sales tax from the passage of Measure T, planning is now underway for Santa Paula officials to renovate the existing SPPD building and expand it from 7,123 square feet to 13,455 square feet.

FA-48. On February 12, 2018, SPPD was understaffed by eight of 34 authorized sworn officers. At times, sworn officers are required to work as dispatchers. In addition to regular dispatch duties, dispatchers may be assigned to monitor inmates in holding cells.

FA-49. On February 12, 2018, one cell at SPPD had a blind spot due to the angle of the camera. The inmate was not visible to any SPPD staff.

Other Holding Facilities

FA-50. Of the 10 city holding facilities visited, only Oxnard Police Department (OPD), Simi Valley Police Department (SVPD), and Camarillo Police Department had up to date fire-life safety certificates available at the time of the Grand Jury inspection. Fire inspections are required once every two years. (BSCC Title 15, Section 13146.1(a)(b)).

FA-51. The 10 city holding facilities visited did not have policies or procedures incorporating PREA standards.

FA-52. The SVPD is the only city police agency in the County that does not use body cameras. City officials state the city's low crime rate does not justify the expense.

FA-53. The 2016-2017 Grand Jury found that body cameras have become a law enforcement best practice. (Ref-13)

Conclusions

Juvenile Facility (JF)

C-01. The Grand Jury concluded that the JF has been seriously underutilized since 2008 due to its design limitations. (FA-01, FA-02, FA-03, FA-04, FA-05, FA-06, FA-07)

- C-02.** The Grand Jury concluded that the JF is lacking a formal PREA manual. However, the staff have undertaken numerous measures to become PREA compliant, including researching the issue with County Counsel and integrating PREA standards into their screening and intake policies. (FA-08, FA-09)
- C-03.** The Grand Jury concluded that VCPA no longer operates any facilities or has any active programs specific to victim reparation. (FA-12, FA-13)
- C-04.** The Grand Jury concluded direct services to victims of crime once provided by VCPA have significantly diminished over time. While this may be consistent with VCPA's current priorities, it may not be consistent with VCPA's mission statement. (FA-11, FA-12, FA-13, FA-14)

Ventura Youth Correctional Facility (VYCF)

- C-05.** The Grand Jury concluded that the declining population of juvenile offenders at the state level has resulted in the VYCF's having been seriously underutilized for its intended purpose since 2011. (FA-15, FA-16, FA-17, FA-18)
- C-06.** The Grand Jury concluded that despite increased costs and more than a decade of changes, VYCF has not met and/or maintained goals set by the Farrell Decree, specifically regarding housing and education. (FA-16, FA-17, FA-21, FA-22, FA-23)
- C-07.** The Grand Jury concluded that contraband is a problem at VYCF. Furthermore, VYCF's failure to activate the video cameras and the body scanner in the facility impedes efforts to control contraband and monitor offender violence in the facility. (FA-20, FA-24, FA-25, FA-26, FA-27)
- C-08.** The Grand Jury concluded that VYCF's \$300,000 body scanner, which has remained inoperative since its purchase in 2017, has done nothing to improve conditions at the facility there by wasting taxpayer money. (FA-27)
- C-09.** The Grand Jury concluded that VCYF has failed to meet minimum cleanliness and maintenance standards as defined in BSCC Title 15, Section 1280. (FA-21, FA-22)

Pre-Trial Detention Facility (PTDF)

- C-10.** The Grand Jury concluded that programming chairs at the PTDF are not being utilized for their intended purpose. (FA-34, FA-35, FA-40, FA-41)
- C-11.** The Grand Jury concluded that the PTDF is not providing free access to toilet facilities in the exercise yard, as required by BSCC Title 24, Section 1231.3. (FA-33)
- C-12.** The Grand Jury concluded that the PTDF is lacking a formal PREA manual and does not fully integrate PREA standards into its policies and procedures. (FA-10, FA-36)

Todd Road Jail (TRJ)

- C-13.** The Grand Jury concluded that while the TRJ's \$61-million expansion will help with overcrowding, it will serve only a small fraction of the estimated mentally ill inmates when it is completed in 2020. (FA-31, FA-32, FA-37, FA-38)

Port Hueneme Police Department (PHPD)

- C-14.** The Grand Jury concluded that the PHPD holding cell was in disrepair and lacked cleanliness, failing to meet the requirements of BSCC Title 15, Section 1280. (FA-42)

Santa Paula Police Department (SPPD)

- C-15.** The Grand Jury concluded that SPPD failed to meet minimum maintenance standards as required by BSCC Title 15, Section 1280. In addition, the camera blind spot in the holding cell poses a safety risk to inmates and potential liability to SPPD staff and the city. (FA-46, FA-49)

Other Holding Facilities

- C-16.** The Grand Jury concluded PHPD and SPPD are significantly understaffed. This potentially compromises staff and public safety. (FA-43, FA-44, FA-48, FA-49)
- C-17.** The Grand Jury concluded the absence of PREA standards in the 10 city police departments' policy and procedure manuals exposes the cities to potential liability. (FA-51)
- C-18.** The Grand Jury concluded that it was unsatisfactory for safety and liability purposes that seven out of 10 holding facilities did not have current fire-life safety certifications available for inspection. (FA-50)

Recommendations

- R-01.** The Grand Jury recommends that the BOS and the California Department of Corrections and Rehabilitation -DJJ, investigate chronically unused space at the juvenile facilities and consider developing plans to re-purpose the facilities so that underutilized space is minimized. (C-01, C-05)
- R-02.** The Grand Jury recommends VCSO and VCPA consider seeking accreditation to become fully compliant with PREA standards in order to avoid potential liability and to qualify for federal and state grant monies. (C-02, C-12)
- R-03.** The Grand Jury recommends that PHPD, SPPD, OPD, SVPD and VPD consider incorporating PREA standards into their policy and procedure manuals. (C-17)
- R-04.** The Grand Jury recommends VCPA consider reviewing its mission statement's assertion regarding victim services, as it appears to be incongruent with current practices. (C-03, C-04)
- R-05.** The Grand Jury recommends that the VCSO comply with BSCC Title 24, Section 1231.3 regarding free access to toilet facilities in the exercise yard. (C-11)

- R-06.** The Grand Jury recommends VYCF comply with BSCC Title 15, Section 1280 regarding minimum standards of cleanliness, repair, and safety. (C-06, C-09)
- R-07.** The Grand Jury recommends that all adult jails and holding facilities incorporate biennial fire-life safety inspections into maintenance schedules. (C-18)

Responses

Responses Required From:

Ventura County Board of Supervisors (C-01, C-13, R-01)
 Ventura County Sheriff (C-11, C-12, C-13, R-02, R-05, R-07)
 City Council, City of Port Hueneme (C-14, C-16, C-17, C-18, R-03, R-07)
 City Council, City of Santa Paula (C-15, C-16, C-17, C-18, R-03, R-07)
 City Council, City of Oxnard (R-03)
 City Council, City of Simi Valley (C-17, R-03, R-07)
 City Council, City of Ojai (C-18, R-07)
 City Council, City of Ventura (C-17, C-18, R-03, R-07)
 City Council, City of Camarillo (C-17)
 City Council, City of Thousand Oaks (C-17, C-18, R-07)
 City Council, City of Moorpark (C-17, C-18, R-07)
 City Council, City of Fillmore (C-17, C-18, R-07)

Responses Requested From:

Ventura County Probation Agency (C-01, C-02, C-03, C-04, R-02, R-04)
 Ventura Youth Correctional Facility (C-05, C-06, C-07, C-08, C-09, R-06)

Commendations

The Grand Jury commends VCPA and all law enforcement agencies identified in this report for their excellent collaboration with County, State, and national firefighters in keeping Ventura County citizens safe and informed during the Thomas Fire in December 2017. The Grand Jury also commends the VCPA and all law enforcement agencies for their courtesy and cooperation with the Grand Jury inspections conducted during this unprecedented disaster.

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- Ref-03.** Ventura County Probation Agency, Juvenile Facilities.
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- Ref-08.** Ventura County District Attorney, Helping Victims.
<https://www.vcdistrictattorney.com/victims/>
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- Ref-09.** Washburn, Maureen. Costs rise amid falling populations at California's Division of Juvenile Justice. Center on Juvenile and Criminal Justice, February 2018.
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- Ref-10.** Division of Juvenile Justice Youth Rights Handbook, April 2016.
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<https://www.vcstar.com/story/news/crime/2017/01/23/youth-corrections-worker-pleads-no-contest-smuggling-cell-phones/96956180/>

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<https://www.cato.org/publications/policy-analysis/watching-watchmen-best-practices-police-body-cameras>

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- Ref-16.** Washington State Correctional Industries, Programming Security Chair.
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Glossary**TERM****DEFINITION**

BSCC	Board of State and Community Corrections
CDCR	California Department of Corrections and Rehabilitation
County	County of Ventura
DA	Ventura County District Attorney
DJJ	Division of Juvenile Justice
Grand Jury	2017-2018 Ventura County Grand Jury
JF	Juvenile Facility
OPD	Oxnard Police Department
PHPD	Port Hueneme Police Department
PTDF	Pre-Trial Detention Facility
SPPD	Santa Paula Police Department
State	State of California
SVPD	Simi Valley Police Department
TRJ	Todd Road Jail
VCBH	Ventura County Behavioral Health
VCPA	Ventura County Probation Agency
VCSO	Ventura County Sheriff's Office
VPD	Ventura Police Department
VYCF	Ventura Youth Correctional Facility

Response to Grand Jury Report Form

Report Title: Grand Jury Annual Detention Report

Report Date: May 16, 2018

Response by: Jesus Nava
Scott Whitney

Title: Interim City Manager
 Title: Police Chief

Recommendation

- I (we) agree with the findings numbered: R-03
- I (we) disagree wholly or partially with the findings numbered:
 Statement specifying any portions of the findings that are disputed; include an explanation of the reasons therefor.

RECOMMENDATIONS

- Recommendation number R-03 has not been implemented, but will be implemented by September 2018.
 - A policy will be added to the Oxnard Police Department's Policy and Procedures manual to address PREA standards.
 - An on-line reporting module will be created and added to the Oxnard Police Department's website to allow for on-line anonymous reporting of sexual harassment or abuse in the jail facility by a victim or third party.

Date: _____

Signed: _____
 Tim Flynn, Mayor

ATTEST:

 Michelle Ascencion, City Clerk

Date: _____

Signed: _____
 Jesus Nava, Interim City Manager

Date: _____

Signed: _____
 Scott Whitney, Police Chief

Number of pages attached: 0

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 11

DATE: July 10, 2018

TO: City Council

THROUGH: Alexander Nguyen
City Manager

A handwritten signature in black ink, appearing to read "Alexander Nguyen".

FROM: Rosemarie Gaglione
Public Works Director

Rosemarie Gaglione

SUBJECT: Award Contract for Desalter Reverse Osmosis Membrane Procurement Project PW 18-25.

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council award and authorize the Mayor to execute Purchase Order No. 6788 in the amount of \$415,426 for the Desalter Reverse Osmosis Membrane Procurement Project PW 18-25 with Toray Membrane USA, Inc.

BACKGROUND

The City of Oxnard (City) constructed a groundwater desalter facility (Desalter) in 2009 at its water campus located at 251 South Hayes Avenue in Oxnard. The Desalter is used to treat groundwater brought in from the six wells the City has throughout the Oxnard Plains area. The Desalter facility has three reverse osmosis (RO) trains and a clean-in-place (CIP) system. Each RO train has 69 eight-inch diameter pressure vessels. Each pressure vessel is equipped with seven eight-inch membrane elements. The RO trains are operating with hydranautics membranes. The current membranes are over nine years old and have been used beyond their useful life.

On December 31, 2017, staff sent a request for bids (RFB) to six vendors: Toray Membrane USA, Inc., Hydranautics – A Nitto Group, Technical Service and Development, AECOM, American RO Systems, and Pure Aqua. This RFB was advertised in the Vida newspaper and on

Award Contract for Desalter Reverse Osmosis Membrane Procurement Project

July 10, 2018

Page 2

the City's website. Bids closed on January 30, 2018. Four vendors declined to bid (Technical Service and Development, AECOM, American RO Systems, and Pure Aqua, Inc.). Two vendors submitted bid packages.

Company	Cost
Toray Membrane USA, Inc.	\$415,426
Hydranautics	\$466,330

The lowest bidder is Toray Membrane USA, Inc., and its bid is responsive to the City's RFB. Thus, staff recommends that the City Council award a purchase order to Toray Membrane USA, Inc. in the amount of \$415,426.

STRATEGIC PRIORITIES

This item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve the City's infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

FINANCIAL IMPACT

Sufficient funds have been budgeted in FY18 and are available for the Desalter Reverse Osmosis Membrane Procurement in Project Number 186501- Water Campus Desalter Phase I, Water Operating Fund 601.

ATTACHMENTS:

Attachment A - Purchase Order No. 6788

Attachment B - Reverse Osmosis Membrane Bid Tabulation

Attachment C - Toray Membrane Bid Package



PURCHASE ORDER
CITY OF OXNARD
 300 WEST 3RD STREET
 OXNARD, CA 93030

**PURCHASE
 ORDER NO.**
006788

CCRC
 3-29-18

REVIEWED DATE: 3/29/2018

VENDOR PHONE: (0) -

VENDOR FAX: () -

VENDOR #: 20961

VENDOR ADDRESS: TORAY MEMBRANE USA INC
 13435 DANIELSON ST
 SAN DIEGO, CA 92126

SHIP TO: WATER DIVISION
 251 S. HAYES AVENUE
 OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/30/2018		0000003823	03/13/2018		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		60165518218610		MARISELA HART	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1		DESALTER REVERSE OSMOSIS MEMBRANES		
	415,426.00		1.0000	415,426.00
	/ DL			

TOTAL PURCHASE AMOUNT

\$415,426.00

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
 Order number above.

AUTHORIZED SIGNATURE. _____

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
 - ii. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

Request for Bid
PW18-25
Reverse Osmosis Membranes

Tabulation of Bid Results

	Hydranautics				Toray Membrane USA, Inc			
	Qty	Unit	Unit Price	Cost	Qty	Unit	Unit Price	Cost
1 Membranes	970	Each	\$ 416	\$ 403,520	970	Each	\$ 357	\$ 346,290
Seals and Fittings	30	Each	\$ 5	\$ 150				\$ -
2 Premeate Port	276	Each	\$ 70	\$ 19,320	276	Each	\$ 53	\$ 14,628
3 Membrane Adapter	276	Each	\$ 76	\$ 20,976	276	Each	\$ 57	\$ 15,732
4 Head Seal	276	Each	\$ 39	\$ 10,764	276	Each	\$ 29	\$ 8,004
5 Installation Support	4	Days	\$ 2,900	\$ 11,600	2 to 5	Days	No Charge	\$ -
Total				\$ 466,330				\$ 384,654
Tax				included				\$ 30,772
FOB to Jobsite				included				included
				\$ 466,330				\$ 415,426

ATTACHMENT A

BID DOCUMENTS

Bidder: Toray Membrane USA, Inc.

Business Name Toray Membrane USA, Inc.

Business Address 13435 Danielson St. Poway, CA 92064

Federal Taxpayer Identification Number 20-5090501

City of Oxnard Business Tax Certificate No. TBD. If we are the successful bidder, we will
obtain within one week of notice.

Name 1: Sean Carter

Name 2: Lynne M. Gulizia

Title: Product Manager

Title: Sales Director-Americas

Phone: 858-722-3169

Phone: 858-602-2438

Email: seanc@toraymem.com

Email: lynneg@toraymem.com

City of Oxnard
Purchasing Department

Solicitation #PW18-25
Bid Close Date: 01/30/18

ATTACHMENT B

COMPENSATION SCHEDULE

Bidder Name: Toray Membrane USA, Inc.

The above-named bidder, having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	COST
1	Membranes	970	Ea.	\$357	\$346,290
	<u>Seals and Miscellaneous Fittings</u>				
2	Permeate Port	276	Ea.	\$53	\$14,628
3	Membrane Adapter	276	Ea.	\$57	\$15,732
4	Head Seal	276	Ea.	\$29	\$8,004
5	Installation Support	2-5	Days	No Charge	\$0
6	OPTIONAL: Full installation and removal of old elements by Toray's 3 rd party contractor.		Lump Sum	\$77,600	\$77,600 Optional

****Prices are FOB Jobsite and do not include applicable sales taxes****

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
#01 1/18/18
#02 _____

Addendum: Date Received:
#03 _____
#04 _____

In case of any discrepancy between the cost per unit and the extended amount, the cost per unit shall prevail; but, if the amount set forth as an cost per unit amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

ATTACHMENT C
CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Sean Carter depose and say that I am Project Manager of Toray Membrane USA, Inc.

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal **With the Following Clarifications to the specification on the following page, plus the attached warranty document. **

City of Oxnard
Purchasing Department

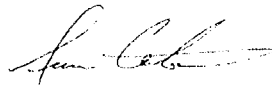
Solicitation #PW18-25
Bid Close Date: 01/30/18

Comments on Specification

Section	Page	Description	Comment
1.02.D.3.	11	Recommendation of cleaning chemicals Warranty 4 years on starting on successful completion of System Performance test. Permeate water quality shall increase not more than 200% over initial permeate quality established in acceptance test for sodium	Toray will provide generics only in O&M manual. Toray does not make recommendations on third party cleaning chemicals
1.02.E	12	chloride Warranty to start on date of installation or 3 months after shipment,	Acceptable- Providing as Specified. See attached Warranty Document
2.01.E.1.b	12	whichever comes first	Acceptable- Providing as Specified. See attached Warranty Document
2.00.A1	13	Use of King Lee Pretreat-plus 100 antiscalant	Rejection with TMG20D membrane will be much better than ESPA1/ESPA2 membrane combo TMUS will not guarantee effectiveness of a third party antiscalant This is not compatible with warranty section 1.02 E pH - Projections will include acidification which give projections showing permeate pH < 6.0 TMUS does not warrant the permeate pH At year 4, 78F the TDS/HCO3/Na/Total Hardness/Cl/SiO2/ and B do not meet the Required permeate Concentration. Fe/Mn permeate values are only guaranteeable for Fe, Mn in the divalent ion form in solution. TMUS does not guarantee what form the Fe and/or Mn are present in solution. TOC: TOC permeate requirement of < 0.5 can only be guaranteed for organic compounds of > 300 Dalton molecular weight. Refers to startup acceptance test (see below)
Table 1	14	Table 1 Required permeate concentration	4 year Warranty 1.02.E only With required 7.2% per year Flux decline per year in projections RO inlet pressure (at the lead face of a typical element in Stage 1) for worst case (Y4 55F, including 15+5 psi permeate BP) is 169 psi At feed measurement point on the RO inlet header (assuming 10 psi additional losses from lead face of typical element back to leasurement point) = 179 psi At year 0, 55F, 20psi BP the RO inlet pressure is 155 psi. At Feed measurement point on the RO inlet header (assuming 10 psi additional losses from lead face of typical element back to leasurement point) = 165 psi If maximum pressure indicated truly is the pump discharge pressure (150 psi), the pressure at the feed pressure measurement point on the RO inlet header may be up 10 psi lower than 150psi, depending on the fittings between the pump and the feed pressure measurement point.
2.00.B.5	15	Well pump with VFD "Maximum available pump discharge pressure at the inlet to the RO" is approximately 150 psi Back Pressure is nominally 15 psi	City may use other proprietary chemical formulations specifically designed for the cleaning of polyamide membranes, while operating within the time, temperature, pH and concentration limits recommended by the chemical supplier. The chemical supplier shall be responsible for supplying compatibility information to the City, and information regarding effectiveness of the cleaner. Use of such chemicals, if they do not result in irreversible fouling and/or damage to the elements (damage defined as irreversible increase in salt passage), shall not void the membrane warranty. If the use of such chemicals does result in irreversible fouling and/or damage to the membrane, this will not be covered by TMUS warranty.
2.00.B.7		City may use other proprietary chemical formulations specifically designed for the cleaning of polyamide membranes below the time, temperature and concentration limits provided by the supplier without voiding the membrane Warranty	City may use generic chemical formulations for the cleaning of polyamide membranes as provided in the Membrane Manufacturer O+M at conditions within the time, temperature, pH and concentration limits provided in the O+M manual without voiding the membrane Warranty. For proprietary chemicals, the chemical supplier shall be responsible for supplying compatibility information to the City, and information regarding effectiveness of the cleaner. Use of such chemicals, if they do not result in irreversible fouling and/or damage to the elements (damage defined as irreversible increase in salt passage), shall not void the membrane warranty. If the use of such chemicals does result in irreversible fouling and/or damage to the membrane, this will not be covered by TMUS warranty.
2.00.B.8	15	City may use membrane supplier approved chemicals and formulations designed for the cleaning of polyamide membranes at below the time, temperature and concentration limits provided by the supplier without voiding the membrane Warranty	TMUS does not guarantee the projections provided. All warranties are specifically stated in the warranty document only
2.00.C.1	16	Membrane shall be provided that meet the performance criteria described in Section 2.01, as indicated by the Membrane suppliers software and in attachment "A"	Appendix "A" has no relevance to this statement The TMG20D-400 product is significantly higher rejection than the elements being replaced, and thus concentrations of sparingly soluble salts in the concentrate stream will be higher. It is the responsibility of the client to verify with the antiscalant provider that the third party product is : a)adequate for the duty to prevent scale b) compatible with the TMG20D-400 product total number of elements required - 966+4 = 970 We cannot meet the standard test criteria (12,100gpd, 99.7 % rejection) for the lot exactly without a range of acceptance Flow 12,100 gpd +/- 10% Rejection >= 99.65%
2.00.C2	16	The membranes will operate at the design system recoveryof 85% for the specified water quality with the use of antiscalant without scaling of the membranes	
2.01.C	16	membrane supplier shall provide 4 additional elements	
2.01.E.5	18	Lot acceptance Performance testing: The average performance of all the elements (lot acceptance) supplied under this specification shall meet the manufacturers standard performance criteria	
3.00A	20	Membrane supplier responsible for the performance of the membrane elements and their ability to meet the specified performance goals Membrane supplier shall provide equations used for the normalization of test data.	Warranty is to be section 1.02.E only and subject to all warranty conditions, per attached Toray Warranty Document. We do not meet some of the required permeate concentrations column of Table 1
3.01.B.3	21	The membrane supplier shall sign and submit lot acceptance average calculations for the membranes to be provided	Not available.
3.01.B.5	21	14 Day acceptance Test Each membrane train shall be tested individually for 14 days shall be tested as per the values defined herein and given in Appendix	Toray will provide certified wet test data for 100% of the elements to be supplied on the job for approval prior to shipping
3.04.C	21	"A of this section	No "Appendix A" included. We will provide wet test data as stated above.
			Check Y0 55F and 78F cases. - Out of spec at 78F for most criteria Suggested approach: Make "start up projection" based on real site startup analysis, temp, recovery, back pressure +additional losses Fe+Mn at 0.01 mg/L for divalent ions in solution only TOC 0.5mg/L for > 300 Dalton only Boron - rejection system basis is close to zero - no permeate warranty offered for Boron For others: TDS (sum of ion basis) Total Hardness HCO3 Na Cl SiO2 For these constituents we will offer better than "Start up Projection" X 1.5 under warranty per the attached warranty document

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.



Signature

1-29-18
Date

Purchasing Division

300 West Third Street
 Oxnard, CA 93030
 (805) 385-7538
 www.oxnard.org



January 18, 2018

ADDENDUM #1**BID No. PW18-25**

Scheduled Bid Closing Date: January 30, 2018 at 2:00 p.m. PST

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- Please note attached Section 466300 – Pressure Vessel Accessories to be included with bid along with a revised Compensation Schedule (Attachment B).

Addendum #1 received: Date 1/18/18

Received by: Sean Carter

A handwritten signature in black ink, appearing to read "Sean Carter".

Digitally signed by Sean Carter
 Date: 2018.01.30 12:31:36
 -08'00'

Name & Title, printed: Sean Carter, Product Manager

Company: Toray Membrane USA, Inc.

Address: 13435 Danielson St.

Poway CA, 92064

Telephone Number, including Area Code: 858-722-3169

Fax Number, including Area Code: n/a please e-mail seanc@toraymem.com

Toray Membrane USA, Inc.

13435 Danielson St.
Poway, CA 92064
Voice: 858.218.2360
Fax: 858.218.2380

Toray Membrane USA, Inc.

DRAFT 1 Year M+W /4 year prorated Warranty (Rev 2: 01/30/2018)
Project: PW18-25 City of Oxnard, CA: trains 2+3 reload. 1736 GPM permeate/train.
2 RO Trains: train array 46:23 array with -7 Vessels.
TMG20D-400 Elements

This Limited Warranty, dated as of _____, is provided by **Toray Membrane USA, Inc.** ("TMUS"), a California corporation, with offices at 13435 Danielson Street, Poway, CA 92064, USA to _____ with offices at _____, hereinafter referred to as CLIENT. The following terms and conditions apply:

1. Definitions: As used in this Limited Warranty

1. "Claims" means all assertions of any legal, equitable, and/or admiralty causes of action (including but not limited to negligence; strict liability; other tort; express or implied warranty, indemnity or contract; contribution; or subrogation) related to or arising out of the performance or nonperformance of this Limited Warranty.
2. "Limited Warranty" or "Warranty" is a Materials and Workmanship Warranty and a Performance Warranty. The terms and conditions of each of these limited warranties are described in the sections below.
3. "Elements" are defined as a total of 970 high rejection low pressure brackish elements model TMG20D-400 for use in the City of Oxnard Water Campus, 251S. Hayes Avenue, Oxnard, CA . Elements shall be loaded into 2 trains, each consisting of sixty nine vessels per train. Each Train shall consist of a 46:23 array of - 7 vessels, concentrate staged. 966 elements shall be loaded into the two trains, and 4 elements shall be kept on site as spares.
4. No interbank boost pressure shall be applied between stage 1 and 2 .
5. System Permeate Back pressure of 15 psi (measured at the common permeate header for stage 1 and stage 2) shall be applied to both stages.
6. Acid addition may be used at the end users discretion to reduce the permeate pH to less than 6.0. After acid addition the feed pH shall not be lower than 6.5
7. "System Start-Up Date" shall refer to the date that first time feed water enters the elements. System Start-Up Date: **(Enter Date)**
8. "Warranty Start Date" shall refer to date of completion of successful performance test, or 90 days after the elements are shipped Ex Works, California, USA, whichever comes first.
9. "RO Inlet pressure" means the pressure recorded at the face of a lead element located in a typical row in stage 1 of the train. For example, if Stage 1 consists of 7 horizontal rows of elements, the typical row would be row 4 from the bottom. **RO Inlet pressure is what is projected by the design software.**
10. "Feed pipework and fitting losses" means pressure difference due to flow through pipework and fittings and elevation differences between the Feed pressure measurement point (on inlet manifold to Stage 1, downstream of any feed water

City of Oxnard Trains 2+3 reload: 4 yr prorated warranty REV 2
Page 2 of 13

flow/control/ isolation valves), and lead face of the lead element loaded in the typical row in Stage 1. It includes:

- i. Losses through fittings (valves/ tees / bends)
- ii. Hydraulic losses due to pipe friction
- iii. Entry loss into stage 2 pressure vessel.
- iv. Correction for any difference in elevation.

The feed pipework and fitting loss value has not been defined, and is outside of TMUS scope of supply.

11. "Feed pressure" means pressure measured by instrumentation located on the feed inlet manifold to stage 1 (downstream of any major fittings, such as feed water flow control/isolation valve (if present). It is related to RO Inlet Pressure as follows: "Feed pressure" equals "RO inlet pressure" plus "Feed pipework and fitting losses". The actual site measured value should be measured and applied. If the site value is not available the typical assumption is "Feed Pressure" minus "RO Inlet Pressure" is 10 psi.

12. Permeate pressure (Software). In the case of a system where different permeate back pressures are applied to different stages, permeate pressure are measured individually for each stage. Stage permeate pressure as included in the software refers to the permeate pressure as measured at the permeate port for a typical vessel in the stage. For example, if Stage 1 consists of 9 horizontal rows of elements, the typical row for stage 1 would be row 5 from the bottom.

13. "Permeate pipework and fitting losses" means pressure difference due to flow through pipework and fittings and elevation differences between the permeate pressure measurement point and the permeate port for a typical row (reference 9. above). It includes:

- i. Losses through fittings (valves (if any)/ tees / bends)
- ii. Hydraulic losses due to pipe friction
- iii. Correction for any difference in elevations of the instrument from the position of the typical permeate port

The permeate pipework and fitting loss value has not been defined, and is outside of TMUS scope of supply.

14. Permeate pressure measurement point.

- i. In the case of a once through system where the different amounts of permeate back pressure may be applied to stage 1 and stage 2, permeate pressure is typically measured separately on the common permeate header pipework for each stage. It is related to the Permeate pressure (Software) as follows: Permeate Pressure (software) = permeate pressure (measurement point) + "Permeate pipework and fitting losses". The actual site value should be measured and applied. If the site value for each stage is not available, a typical assumption for "Permeate pipework and fitting losses" is 5 psi. applied for each stage.
- ii. In the case of a once through system where the same site permeate pressure is applied to both stage 1 and stage 2, permeate pressure is typically measured on the common permeate header pipework for the train. It is related to the Permeate pressure (Software) as follows: Permeate Pressure (software) = permeate pressure (measurement point) + "Permeate pipework and fitting losses". The actual site value should be measured and applied. If the site value is not available, a typical assumption is "Permeate pipework and fitting losses" is 5 psi. for each stage.

15. TDS (Total Dissolved solids)

For warranty purposes, TDS shall be calculated as the sum of the following ions

Cations: Ca, Mg, Na, K, Sr

Anions: Cl, SO₄, NO₃, F, HCO₃

Others: SiO₂.

16. The "Toray" software computer model TorayDSv2, version number 136 or later, is the governing software for this warranty.

2. CLIENT's Obligations: The Limited Warranty for Elements is contingent upon CLIENT, or others on behalf of CLIENT, installing, as well as operating and maintaining (continually throughout the duration of the Limited Warranty) the Elements as a system in accordance with each of the following:

- i. Performance Warranty and Conditions set forth in Appendix A
- ii. Plant Design Operating Conditions set forth in Appendix B
- iii. TMUS mandatory operating conditions as set forth in Appendix C
- iv. Supporting software projections set forth in Appendix D, and
- v. Good engineering practices

3. Materials and Workmanship Warranty

TMUS warrants that its new elements are free from defects in materials and workmanship. This limited warranty is effective for **12 months** from the Warranty Start Date. CLIENT's EXCLUSIVE REMEDY AND TMUS's (INCLUDING THOSE ENTITIES INVOLVED IN THE DISTRIBUTION AND SALE OF ELEMENTS) TOTAL LIABILITY TO CLIENT UNDER THIS MATERIALS AND WORKMANSHIP WARRANTY FOR ALL CLAIMS IS LIMITED, AT TMUS's OPTION, TO THE REPAIR OF, OR REPLACEMENT OF ANY ELEMENT WHICH IS DETERMINED BY TMUS TO BE DEFECTIVE UNDER THIS MATERIALS AND WORKMANSHIP WARRANTY

If failure to meet warranty is due to Material and Workmanship issues, TMUS will replace elements as required at its own cost.

4. Performance Warranty. TMUS warrants that the Elements, when operating exclusively in trains with similar other TMUS elements, will meet the Performance Parameters as set forth in Appendix A. This limited warranty is effective for four (4) years from the Warranty Start date. CLIENT'S EXCLUSIVE REMEDY AND TMUS's TOTAL LIABILITY TO CLIENT (INCLUDING THOSE ENTITIES INVOLVED IN THE DISTRIBUTION AND SALE OF ELEMENTS) UNDER THIS PERFORMANCE WARRANTY FOR ALL CLAIMS IS LIMITED, AT TMUS's OPTION, TO THE REPAIR OF, OR PRORATED REPLACEMENT OF, ELEMENTS TO MAINTAIN SYSTEM PERFORMANCE AS REQUIRED IN ACCORDANCE WITH APPENDICES A, B and C

TMUS's Obligation under this warranty is limited to replacement of elements, as may be decided by TMUS in its sole discretion, as follows:

For all other replacements not covered by the Materials and Workmanship warranty (section 3 above) the OEM/owner's price per element will be prorated according to the following:

$$\text{WERP} = (\text{TOS}/48) * (\text{ERP})$$

Where:

WERP = Warranty Element Replacement Price (USD)

TOS = Time of service (months), calculated from Warranty Start Date (defined in Section 1.8)

ERP = Element Replacement Price (USD)

The initial element replacement price (ERP) for the duration of the warranty for model TM720D-400 elements is \$xxx Ex Works Toray Membrane USA, Inc., Poway, CA 92064.

The element replacement price shall not exceed the initial replacement price (ERP) X 1.25 at any time during the warranty period of 4 years

The Maximum liability for TMUS for this Warranty over the 4 year life of the warranty is limited to one complete load of 970 model TM720D-400 elements.

5. Miscellaneous Provisions:

1. Record Keeping: The "owner" will record system performance data and perform the system normalization based on field data starting after approximately 2 hours of run time and thereafter a minimum of one set of data daily. The latest version of the Toray Membrane normalization program, TorayTRAK can be provided by TMUS and is the preferred option for use. Assistance in setting up TorayTRAK is available from Toray Technical Service Department if required. The normalized data will be electronically transmitted to TMUS at regular intervals, not exceeding 1 month, for the duration of the warranty unless instructed otherwise.
2. Informing TMUS of intention to clean: TMUS would like to be involved in the cleaning decision making process. It is in the interest of all parties that the membranes are cleaned at the correct time.
6. DISCLAIMER OF OTHER WARRANTIES: NO WARRANTIES, EXPRESSED OR IMPLIED, ARE GIVEN EXCEPT AS EXPRESSLY PROVIDED ABOVE. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE NOT PROVIDED AND ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN NO EVENT SHALL TMUS (INCLUDING THOSE ENTITIES INVOLVED IN THE DISTRIBUTION AND SALE OF ELEMENTS) BE LIABLE, IN ANY MANNER, FOR (1) ANY CLAIMS EXCEPT AS EXPRESSLY PROVIDED HEREIN, OR (2) INCIDENTAL, CONSEQUENTIAL, SPECIAL EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, PLANT DOWNTIME, OR SUITS BY A THIRD PARTY. ALL LIMITATIONS ON LIABILITY SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS LIMITED WARRANTY.
7. Warranty Notice: Failure or refusal to fully disclose to TMUS the use and operating parameters of Elements shall render all warranties null and void.

City of Oxnard Trains 2+3 reload: 4 yr prorated warranty REV 2
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8. Governing Law: This Limited Warranty shall be governed by and constructed in accordance with the laws of the State of California, including the Uniform Commercial Code as in effect in California.
9. Assignment: The rights and duties of this Limited Warranty can be assigned by CLIENT to the Plant Owner upon written notification.

IN WITNESS WHEREOF, the parties executed this Limited Warranty Agreement on the date below:

_____	Toray Membrane USA, Inc.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title _____
Date: _____	Date: _____

APPENDIX A: Initial + 4 year Performance Warranty and Conditions

Within the time period and the design temperature indicated below, and subject to all design operating and warranty conditions being met (see also below and Appendix B and C), the product flow will not decline below the design value, and the product total dissolved solids ("Product Quality") will meet the following limits:

TIME PERIOD	4 YEARS
Design Temperature Range	55 – 78F
Design System Recovery:	85%
Design Train Permeate flow	1736 GPM

Elements supplied to site

Individual elements supplied to meet this contract shall have the following factory wet test results, when tested at factory test conditions:

TMG20D-400

Permeate Flow:	12,100 gpd (+/- 15%)
Rejection:	≥ 99.5%

The average wet test performance for the shipment of elements for this contract shall meet the following:

TMG20D-400

Permeate Flow:	12,100 gpd (+/- 10%)
Rejection	≥ 99.65%

Element Loading – stage 1 individual conductivities at start up

The conductivity as measured at the permeate port on each vessel in stage 1 in a train shall be within +/- 50% of the average conductivity for all vessels in stage 1 for that train. If any individual vessel conductivity is not within the +/- 50 % range, the situation shall be corrected by element redistribution as appropriate within the train. Multiple attempts at redistribution shall be allowed.

Startup Pressure – Individual trains

At the time of plant startup a full feed "ion by ion" analysis shall be performed (ions as per table 2 Appendix "B"). Feed water temperature shall be measured. A Y0 projection shall be run using the feed analysis and feed temperature as measured, at design conditions of flow and recovery. Feed pH shall be adjusted as necessary to reduce site permeate pH below 6.0.

The projection shall include the following:

1. Site measured permeate back pressure
2. Additional losses from site measured permeate pressure point to the permeate port of a typical vessel in either stage 1 or 2. (If site value not available, 5 psi shall be assumed)
3. Program default fouling factor (FF=0.92).

Train shall be started up and operated at design conditions. Required measurements shall be taken within 24 hours of initial membrane startup.

Measured site pressure shall not exceed projected pressure by more than 15psi plus additional losses from lead face of the typical stage 1 lead element to feed pressure measurement point (if site value is not available, 10 psi shall be assumed)

14 day Acceptance test Permeate Quality

Samples of permeate shall be collected after 7 days and 14 days.

Analysis shall be made for ions, TDS and TOC as defined in Table 2 of Appendix "B"

During the acceptance test the following permeate quality requirements shall be met

Fe(2+) – dissolved iron in the divalent ion form	< 0.01 mg/L
Mn(2+) – dissolved manganese in the divalent ion form	< 0.01 mg/L

Total Hardness (as CaCO ₃)	≤ 1.5X projected
HCO ₃	≤ 1.5X projected
Na	≤ 1.5X projected
Cl	≤ 1.5X projected
SiO ₂	≤ 1.5X projected

TDS (see note 1)	≤ 1.5X projected
------------------	------------------

TOC (see note 2)	< 0.5 mg/L
------------------	------------

Note 1

Definition of TDS for warranty purposes is given in Section 1.15

Note 2:

TOC is a "catch all" measurement for organic species present in the feed. It has nothing to say about the concentration of each organic species present which make up the TOC value. Uncharged organic species are rejected based on their physical size. Smaller size organic molecule rejection is lower than rejection of larger size molecules. Molecular weight is an indicator of molecular size. It is possible that the TOC rejection may change simply because of changes in the relative concentrations of larger size organic molecules to smaller size organic molecules in the feed, not because of any change in the membrane. TMUS will warrant that permeate TOC shall be less than 0.5 mg/L total for all organic molecules present in the permeate of greater than or equal to 300 Dalton molecular weight.

4 Year Permeate Quality Warranty.

The initial Startup Permeate quality shall be established during the 14 day acceptance trial, related to a specific water temperature when operating at design flows, feed analysis and recovery, for both sodium and chloride ions.

Thereafter, for the duration of the 4 year warranty period, the permeate concentrations for sodium ion and chloride ion (when performance is normalized to the startup permeate quality conditions of flows, feed analysis, recovery and water temperature) shall not exceed 200% of the startup sodium and chloride permeate values.

The above criteria shall not apply for a period of one week after membrane cleaning to allow the membrane performance to re-stabilize after the cleaning.

City of Oxnard Trains 2+3 reload: 4 yr prorated warranty REV 2
Page 8 of 13

Further to the TMUS Mandatory Operating Conditions for Performance Warranty of Appendix C, and the agreed Plant Design Operating Conditions for this Warranty of Appendix B the following section sets out the additional project specific warranty conditions of this 5-year Limited Membrane Warranty:

1. SDI shall be
less than 4 95% of the time
less than 5 100% of the time
2. Non-oxidant biocide(s) may be added if required for additional bio-control purposes. Refer to Appendix "C" for conditions of use.
3. Antiscalant is required. Antiscalant selection shall be per Appendix C subsection "p". Any statement of compatibility with the element shall be provided by the antiscalant vendor.
4. The TorayTRAK will be provided by Toray at no cost and may be used by the plant operators to log operating data and produce normalized graphs of flow, rejection and differential pressure. These graphs will serve as one of the primary tools for judging the need for cleaning, flushing and/or membrane maintenance.
5. In case of a system performance decline (loss of product flow, increase in salt passage, and/or increase in feed/concentrate differential pressure), as measured against the baseline operating conditions, then appropriate counter-measures must be performed by the end user within a reasonable time. The baseline will be established following satisfactory plant commissioning, and at steady state operation during the "Proof of Performance Period".
6. Cleaning and/or corrective treatment for an RO train shall be performed according to current operating practices.
7. The performance of the RO trains shall be reviewed by Toray on a periodic basis to confirm that cleanings are effective in maintaining warranted performance
8. The buyer shall ensure that all RO train operating data, including any troubleshooting and maintenance performed, is routinely logged, reviewed, filed and documented in a systematic format from initial plant start-up. The data will be forwarded to TORAY on a monthly basis and will be made available to TORAY on a more frequent basis, if requested for specific purposes.
9. TORAY may, at its discretion, and with a minimum of 7 days notice to the client, dispatch in-house and/or outside expert(s) for on-site examination. All records relevant to the RO operation shall be made available to such parties upon request.
10. Toray may provide to CLIENT at the time of membrane shipment a report containing the following information for typical new (unused) TMG20D-400 elements which have been wet tested in the factory:
 - SEM photographs of the membrane surface ("TMG20D" type membrane)
 - EDAX + FTIR analysis of the membrane surface. (" TMG20D" type membrane).
 This information shall be used for comparison purposes in any subsequent investigation of element fouling or damage occurring at the site, as an aid to correctly determining the cause.
11. At TMUS sole discretion, warranty claims may not be considered without submission of detailed calibration information and records for all relevant flowmeters, pressure transmitters and gauges.
 - Pressure gauges and pressure transmitters shall be tested directly using a dead weight tester or comparison to NIST certified test gauges.

- Flow meters shall be tested by "bucket and stopwatch" techniques if possible, or by direct comparison to portable flow meters of known accuracy, capable of measuring flows at the design flow values to +/- 2% of measured value or better.
- Temperature readings shall be verified by direct comparison to NIST certified test thermometers

APPENDIX B: Plant Design Operating Conditions

Feed Source	Well water
Temperature Range (°F)	55-78
Design Permeate Flow/ train (GPM)	1736
Trains	2
Design Recovery %	85
Feed Water TDS	See Table 2
Feed Water SDI	≤ 4.0 95% of time ≤ 5.0 100% of time
Maximum Allowable Element feed pressure psi	≤ 600
Maximum Train feed pressure (Good Faith Estimate - see note 1+note 2) - psi	≤ 193

Note 1

Good Faith estimate is based on:

Year 4 projection

Table 2 Feed analysis

55 °F water temperature

FF= 0.78 (equivalent to 29% additional NDP)

15 psi system permeate back pressure

5 psi additional permeate side losses

10 psi assumed additional Feed side losses

15psi additional margin

Actual fouling potential of the feed water, effectiveness of cleans and degree of irreversible fouling that may occur is outside of the control of TMUS. No pressure warranty is given or implied beyond startup pressure warranty given in Appendix "A"

Note 2

Maximum available pump discharge pressure is stated in the specification as 150 psi

With the stated design constraints:

No interstage boost available

Interstage DP losses assumed 5 psi

Site measured permeate back pressure 15psi

Additional permeate side losses 5 psi

Additional feed side losses (lead face of typical lead element in stage 1 to feed pressure measurement point on feed inlet header) assumed 10 psi

Additional feed side losses (pump discharge flange to feed pressure measurement point on feed inlet header) assumed 10 psi

It will not be possible to achieve design flows at design recovery over the temperature range of 55-78F.

Table 1: Train Details

Primary Train (Array)	1 st stage/bank	2 nd stage/bank (Note 1)
No. of Pressure Vessels (PV) No. of Elements/PV	46 7	23 7
Membrane Type	TMG20D-400	TMG20D-400
Inter stage Boost Pressure psi	-	-
Stage permeate Back pressure (note 1)	15	15

Note 1:

Stage permeate back pressure as measured at the permeate pressure measurement point on the common permeate header for the train

Table 2: DESIGN FEED WATER QUALITY/ Permeate quality

Component Ions (as the ion unless stated otherwise)	Feed (mg/L)
Temperature (°F)	55 - 78
pH (prior to acidification)	7.5
TDS (Note 1)	1823
Ca (Note 2)	264
Mg	85.9
Na	127.3
K	6
Ba (Note 2)	0.51
Sr	1.38
Fe (Note 3)	0.054
Mn (Note 4)	0.046

HCO ₃	340
SO ₄ (Note 2)	840
Cl	63.7
NO ₃ (as NO ₃)	44.26
F	0.6
SiO ₂ (as SiO ₂) – reactive (Note 2)	38
TOC (Note 5)	1.5

Note 1

TDS shall be used for any warranty purposes and is defined in section 1.15

Note 2

Barium level is high. With high level of SO₄, effectiveness of the antiscalant in preventing BaSO₄ scale should be verified.

SiO₂ level in the feed is high. Use of “silica effective” antiscalant is probably necessary as SiO₂ is above saturation in the concentrate, with iron present. Effectiveness of the antiscalant should be verified

Ca + SO₄ levels in the feed are high. Concentrate CaSO₄ is in the 3- 4X saturation range. Effectiveness of the antiscalant should be verified.

Effectiveness of third party antiscalants in preventing scale is not guaranteed by TMUS.

Note 3

Iron value as stated is assuming all iron is maintained in the dissolved Fe²⁺ form. If iron is maintained in solution (Fe²⁺ form) then it is rejected as a divalent ion (similar to Ca²⁺ or Mg²⁺). If exposed to oxidants of any kind (including atmospheric oxygen) it will revert to the insoluble Fe³⁺ form, come out of solution and be present as a precipitate. Fe(3+) is a membrane foulant. Guideline Fe³⁺ value for the RO feed is 0.05 mg/L (As Fe³⁺). Higher levels than this in the feed will result in more frequent cleanings.

Note 4

Manganese value as stated is assuming all manganese is maintained in the dissolved form as Mn²⁺. Manganese in contact with any oxidants present in the feed will form precipitates.

Guideline value for the RO feed if Mn is in the precipitated form is 0.05 mg/L (as Mn). Higher levels that this in the feed will result in more frequent cleanings.

Note 5

TOC is a "catch all" analysis covering all organic molecules – it has nothing to say about what organic molecules are actually present. Fouling potential cannot be assessed without pilot trial or examination of existing data from systems operating on the same feed source

Note 6

Reverse Osmosis membranes remove a percentage of feed constituents. No warranty is given or implied for expected permeate concentration of any compound if feed concentrations are not defined.

Note 7

Projections include some acid injection to show a permeate pH of less than 6.0. Although TMUS believes the calculation to be correct, the amount of acid required to maintain permeate pH at or below 6.0 is not guaranteed by TMUS.

APPENDIX C: Mandatory Operating Conditions for Performance Warranty

Toray Membrane USA, Inc. (TMUS) guarantees the performance of its Reverse Osmosis (RO) membrane elements in accordance with the conditions presented below. Please note that this bulletin is NOT a warranty. It presents only the system operating conditions on which the warranty will be based. The Performance Warranty for Toray RO elements within a system shall be null and void if any of the following conditions are not met.

Conditions of Warranty

- a. The system array, recovery, instrumentation, design parameters and components in which the element(s) are employed shall be consistent with sound engineering practice. TMUS reserves the right to review all system designs.
- b. Feed water temperature shall be less than 45°C.
- c. Feed water SDI shall be less than 4.0 95% of the time, and less than 5.0 100% of the time
- d. The brackish element(s) shall not be exposed to pressures greater than 600 psi
- e. Permeate static backpressure shall not exceed static reject pressure at any time.
- f. During continuous operation, the pH shall never be less than 2.0 and greater than 11.0. pH adjustment, if required, will be adjusted using H₂SO₄ or NaOH or approved equivalent.
- g. Recovery ratio shall be consistent with concentration of sparingly soluble salts. There shall be no irreversible membrane scaling of any type through operation under supersaturated concentration conditions including but not limited to Ca, Mg, Sr, Ba, salts and silica.
- h. There shall be no irreversible membrane fouling by colloidal or precipitated solids. The feed water shall contain no colloidal sulfur.

City of Oxnard Trains 2+3 reload: 4 yr prorated warranty REV 2
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- i. There shall be no membrane damage or irreversible fouling caused by chemical compounds of inorganic or organic nature (e.g., surfactants, solvents, soluble oils, free oils, lipids and high molecular weight natural polymers).
- j. Feed water shall contain no ozone, permanganate, or other strong oxidizing agents.
- k. Adequate provisions against microbiological contamination shall be incorporated into the system design, as well as into all operating and maintenance procedures. There shall be no irreversible fouling caused by such organisms of any type (including but not limited to algae, bacteria, molds and yeasts, either viable or deceased)
- l. Elements must be in use for at least six hours before formaldehyde is used as a biocide. If the elements are exposed to formaldehyde before this period, severe irreversible loss in flux may result.
- m. Cleaning shall be initiated when the normalized product flow declines by 10% to 15%.
- n. The element(s) shall not be exposed to a pH less than 1 or greater than 12 during cleaning or in shutdown periods. More specifically, maximum pH 12 when the cleaning temperature is less than or equal to 35°C, and maximum pH 11 when the temperature is greater than 35°C but less than or equal to 40°C.
- o. Foulants are site specific. The optimal cleaning regime usually can only be determined at the site through running cleaning trials. Toray recommends the buyer to consult with an expert membrane cleaning chemical supplier to determine the best cleaning regime. It is the responsibility of the buyer to maintain the elements in a clean condition.
- p. It is the responsibility of the client to satisfy themselves that all third party chemicals which may contact the membrane element (including, but not limited to antiscalants, pretreatment additives, non-oxidizing biocides and cleaners), are compatible with Toray membrane elements and effective for their purpose. Such information shall be supplied by the chemical vendors.
- q. Buyer shall be responsible for providing the user with adequate system operating and maintenance manuals, operator and supervisor training and ensuring user's ability to perform cleaning and other performance restoration and diagnostic procedures.
- r. Buyer shall ensure that frequent, adequate system and subsystem performance data are routinely logged, reviewed and filed in a systematic format. Such information is to be made available to TMUS on a reasonable basis in the event a claim is made against TMUS. Performance data shall include as a minimum: operating time, pH, pressure and pressure drop; feed water, permeate and brine flows and TDS; feed water temperature and antiscalant dosage.
- s. TMUS will have the final decision on element replacement, repair or supply of additional elements necessary to maintain output quality and quantity.

Reminders

- 1. Permeate obtained from first hour of operation should be discharged to drain.
- 2. If elements need to be returned to TMUS for warranty evaluation, please obtain an RMA (Return Material Authorization) number from TMUS before shipping.

System Overview Report

Project	TORAYMEM\peterm 851:OXNARD Train 2+3 reload
Case	3 Year 0 55F FF0.92 SPI10 R85 Qp1736GPM A46+23 E7 TMG20D-400 BP 20+20
Revision	0 Acid addition to pH 7.4 Assumed 5 psi interstage DP loss FF=0.92 software YO default. BP included addition perm side losses assumed 5 psi
Feed Water Type	Brackish Well, Note: Auto Balance is ON
Warnings and Errors	Warnings:4, Errors:0. See Important Notes at end /E
Database Info :	Project Database : C:\Users\peterm\Documents\TorayDSv136\App_Data\DS2.sdf(Ver:2.6) Membrane Database (V.20147) :

		Overall	Pass 1
Raw water TDS	mg/l	1,822.7	1,821.6
Feed EC @77F / @55.00F	uS	2,565.6 / 1,856.8	2,567.9 / 1,858.4
Feed Pressure	psi	0.0	148.4
Temperature	deg F	55.00	
Total DP	psi	17.585	17.585
Brine Pressure	psi	125.8	125.8
Fouling Max	0.00 yrs		0.923
SP % Increase (Max)	0.00 yrs		0.00%
Recovery	%	85.00%	85.0%
Feed Flow	gal/min	2,042	2,042
Product Flow	gal/min	1,736	1,736
Average Flux	gfd	12.935	12.935
Concentrate Flow	gal/min	306.4	306.4
Product TDS	mg/l	12.058	12.058
Concentrate TDS	mg/l	12,062	12,062
Primary HP Pump kW	kilowatt	165.1	165.1
Power Consumption	kWh/m^3	0.419	0.419

Ions		Feed	Net Feed	Conc	Product
Ca	mg/l	264.0	264.0	1,753	1.171
Mg	mg/l	85.90	85.90	570.4	0.381
Na	mg/l	127.3	127.3	842.5	1.057
K	mg/l	6.000	6.000	39.48	0.09
Ba	mg/l	0.510	0.510	3.386	0.0023
Sr	mg/l	1.380	1.380	9.163	0.0061
NH4	mg/l	0.0	0.0	0.0	0.0
Fe	mg/l	0.05	0.05	0.333	0.0
HCO3	mg/l	340.0	334.2	2,174	4.155
CO3	mg/l	0.787	0.614	23.27	0.0001
CO2	mg/l	17.986	22.26	28.85	22.78
Cl	mg/l	73.06	73.06	484.8	0.380
SO4	mg/l	840.0	844.8	5,617	2.423
NO3	mg/l	44.26	44.26	289.8	0.911
F	mg/l	0.600	0.600	3.942	0.0101
Br	mg/l	0.0	0.0	0.0	0.0
PO4	mg/l	0.0	0.0	0.0	0.0
SiO2	mg/l	38.00	38.00	248.6	0.829
B(Boron)	mg/l	0.870	0.870	2.165	0.641
TDS	mg/l	1,823	1,822	12,062	12.058
Feed EC @77F / @55.00F	uS	2,566 / 1,857	2,568 / 1,858	12,468 / 9,104	23.1 / 17.2
pH	pH	7.500	7.400	8.025	5.270
Osmotic Press (DS1 / Pitzer)	psi	11.409 / 9.28	11.393 / 9.30	73.703 / 53.50	0.090 / 0.42
LSI / SDSI		0.63 / 0.53	0.52 / 0.42	2.53 / 1.99	-5.23 / -5.49
CaSO4 / SrSO4 %	%	34.3% / 10.7%	34.5% / 10.8%	378.7% / 68.9%	0.0% / 0.0%
BaSO4 / SiO2 %	%	6382.9% / 37.8%	6414.5% / 37.8%	56576.7% / 207.4%	
Pitzer % Solubility	Calcite/Dolomite	195% / 650%	152% / 398%	11,603% / 2,325,244%	
Pitzer % Solubility	CaSO4/SrSO4	36% / 9%	36% / 9%	345% / 84%	

Stage/Bank Data	Pass1	Stage 1	Stage 2
Lead Element Type		TMG20D-400	TMG20D-400

Last Element Type		TMG20D-400	TMG20D-400
Total Elements	483	322	161
Total Vessels	69	46	23
Elements per Vessel		7	7
Feed Flow	gal/min	2,042	652.8
Product Flow	gal/min	1,390	346.4
Average Flux	gfd	15.531	7.744
Brine Flow	gal/min	652.8	306.4
Recovery %	%	68.04 %	53.06 %
Feed Pressure	psi	148.4	132.3
dP Elements	psi	11.072	6.513
Boost Pressure	psi	0.0	0.0
Piping Loss	psi	0.0	-5.000
Net (Boost - dP piping)	psi	0.0	-5.000
Brine Pressure	psi	137.3	125.8
Permeate Pressure	psi	20.00	20.00
Feed TDS	mg/l	1,822	5,686
Perm TDS	mg/l	5.757	37.33
Lead Element	Pass1	Stage 1	Stage 2
Feed Flow	gal/min	44.40	28.38
Product Flow	gal/min	5.032	3.036
Product TDS	mg/l	2,842	17,040
Flux	gfd	18.109	10.928
Last Element	Pass1	Stage 1	Stage 2
Product Flow	gal/min	3.415	1.272
Product TDS	mg/l	13.122	87.84
Brine/Product Ratio	ratio	4.156	10.473
Brine Flow	gal/min	14.192	13.322
Net Driving Pressure	psi	75.30	27.92
Beta		1.348	1.126

Chemicals 100%, Disclaimer: These estimated dose rates are provided as a courtesy to Toray DS2 users and are not guaranteed.

Feed pretreat: Sulfuric Acid, 4.90 mg/l, 54.59 kg/day

Warnings

1. Conc Stiff Davis Index = 1.99 Warning - the Stiff Davis Index (SDSI) is greater than 0. Scale inhibitor required.
2. Conc CaSO₄ % Sat'n = 378.75 Warning - concentrate calcium sulfate exceeds saturation.
3. Conc BaSO₄ % Sat'n = 56576.74 Warning - concentrate barium sulfate exceeds saturation.
4. Conc SiO₂ % Sat'n = 207.68 Warning - concentrate silica exceeds saturation.

Errors

Disclaimer : The program is intended to be used by persons having technical skill, at their own discretion and risk. The projections, obtained with the program, are the expected system performance, based on the average, nominal element-performance and are not automatically guaranteed. Toray shall not be liable for any error or miscalculation in the program. The obtained results cannot be used to raise any claim for liability or warranty. It is the users responsibility to make provisions against fouling, scaling and chemical attacks, to account for piping and valve pressure losses, feed pump suction pressure and permeate backpressure. For questions please contact us:

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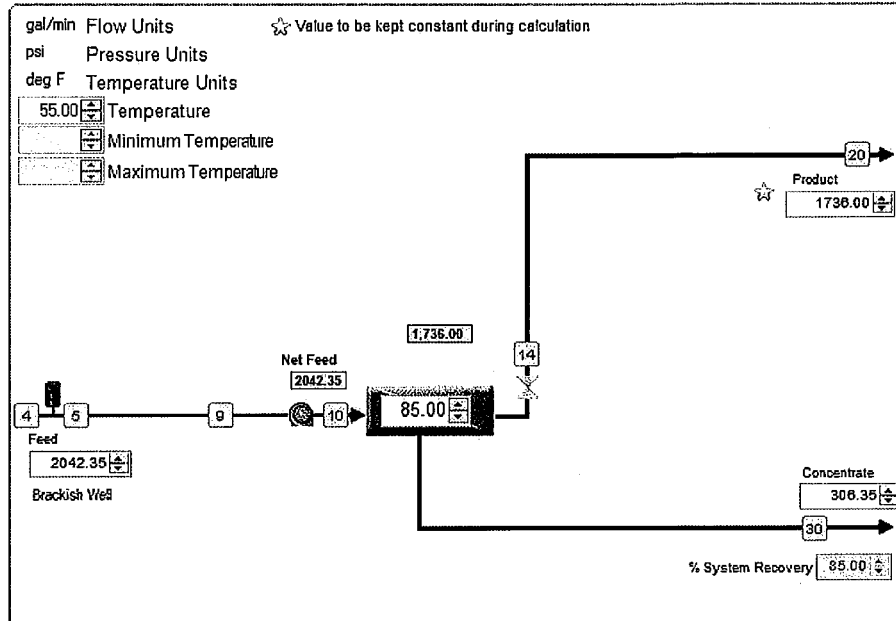
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<http://www.toraywater.com/>

Date/Time :	1/29/2018 9:44:41 PM
Project	TORAYMEM\peterm 851:OXNARD Train 2+3 reload
Case :	3:Year 0 55F FF0.92 SPI10 R85 Qp1736GPM A46+23 E7 TMG20D-400 BP 20+20
Revision :	0:Acid addition to pH 7.4 Assumed 5 psi interstage DP loss FF=0.92 software YO default, BP included addition perm side losses assumed 5 psi
User name :	TORAYMEM\peterm

Prepared for :	
Notes :	
Membrane Database	
Version Number:	20147
ReleaseDate:	5/22/2017
UpdateBy:	KK
Toray DS2 version :	2.0.11.136

Flow Diagram:

System Overview Report

Project	TORAYMEM\peterm 851:OXNARD Train 2+3 reload
Case	5 Year 0 66.5 F FF0.92 SPI10 R85 Qp1736GPM A46+23 E7 TMG20D-400 BP 20+20
Revision	0 Acid addition to 7.4. Assumed 5 psi interstage DP loss FF=0.92 software YO default Permeate BP includes additional Perm side losses assumed 5 psi
Feed Water Type	Brackish Well, Note: Auto Balance is ON
Warnings and Errors	Warnings:6, Errors:0. See Important Notes at end /E
Database Info :	Project Database : C:\Users\peterm\Documents\TorayDSv136\App_Data\DS2.sdf(Ver:2.6) Membrane Database (V.20147) :

		Overall	Pass 1
Raw water TDS	mg/l	1,826.6	1,825.6
Feed EC @77F / @66.50F	uS	2,572.2 / 2,233.1	2,574.3 / 2,234.8
Feed Pressure	psi	0.0	131.6
Temperature	deg F	66.50	
Total DP	psi	14.227	14.227
Brine Pressure	psi	112.4	112.4
Fouling Max	0.00 yrs		0.923
SP % Increase (Max)	0.00 yrs		0.00%
Recovery	%	85.00%	85.0%
Feed Flow	gal/min	2,042	2,042
Product Flow	gal/min	1,736	1,736
Average Flux	gfd	12.935	12.935
Concentrate Flow	gal/min	306.4	306.4
Product TDS	mg/l	17.203	17.203
Concentrate TDS	mg/l	12,058	12,058
Primary HP Pump kW	kilowatt	146.3	146.3
Power Consumption	kWh/m^3	0.371	0.371

Ions		Feed	Net Feed	Conc	Product
Ca	mg/l	264.0	264.0	1,750	1.722
Mg	mg/l	85.90	85.90	569.4	0.560
Na	mg/l	128.8	128.8	849.8	1.574
K	mg/l	6.000	6.000	39.24	0.132
Ba	mg/l	0.510	0.510	3.381	0.0033
Sr	mg/l	1.380	1.380	9.147	0.009
NH4	mg/l	0.0	0.0	0.0	0.0
Fe	mg/l	0.05	0.05	0.333	0.0
HCO3	mg/l	340.0	334.8	2,164	5.894
CO3	mg/l	0.925	0.723	25.98	0.0004
CO2	mg/l	16.109	19.973	26.94	20.65
Cl	mg/l	75.24	75.24	498.2	0.578
SO4	mg/l	840.0	844.4	5,608	3.576
NO3	mg/l	44.26	44.26	287.4	1.338
F	mg/l	0.600	0.600	3.915	0.0149
Br	mg/l	0.0	0.0	0.0	0.0
PO4	mg/l	0.0	0.0	0.0	0.0
SiO2	mg/l	38.00	38.00	247.0	1.109
B(Boron)	mg/l	0.870	0.870	1.878	0.692
TDS	mg/l	1,827	1,826	12,058	17.203
Feed EC @77F / @66.50F	uS	2,572 / 2,233	2,574 / 2,235	12,484 / 10,876	31.4 / 28.0
pH	pH	7.500	7.400	8.005	5.338
Osmotic Press (DS1 / Pitzer)	psi	11.708 / 9.50	11.694 / 9.51	75.439 / 54.79	0.126 / 0.49
LSI / SDSI		0.73 / 0.68	0.62 / 0.58	2.61 / 2.14	-4.67 / -4.87
CaSO4 / SrSO4 %	%	34.3% / 10.7%	34.4% / 10.8%	377.6% / 68.7%	0.0% / 0.0%
BaSO4 / SiO2 %	%	6375.8% / 33.5%	6404.6% / 33.5%	56401.2% / 185.0%	
Pitzer % Solubility	Calcite/Dolomite	243% / 1,256%	191% / 772%	13,536% / 3,882,324%	
Pitzer % Solubility	CaSO4/SrSO4	34% / 9%	34% / 9%	332% / 82%	

Stage/Bank Data	Pass1	Stage 1	Stage 2
Lead Element Type		TMG20D-400	TMG20D-400

Last Element Type		TMG20D-400	TMG20D-400
Total Elements	483	322	161
Total Vessels	69	46	23
Elements per Vessel		7	7
Feed Flow	gal/min	2,042	598.7
Product Flow	gal/min	1,444	292.3
Average Flux	gfd	16.136	6.535
Brine Flow	gal/min	598.7	306.4
Recovery %	%	70.68 %	48.83 %
Feed Pressure	psi	131.6	117.4
dP Elements	psi	9.136	5.091
Boost Pressure	psi	0.0	0.0
Piping Loss	psi	0.0	-5.000
Net (Boost - dP piping)	psi	0.0	-5.000
Brine Pressure	psi	122.4	112.4
Permeate Pressure	psi	20.00	20.00
Feed TDS	mg/l	1,826	6,206
Perm TDS	mg/l	7,828	63.50
Lead Element	Pass1	Stage 1	Stage 2
Feed Flow	gal/min	44.40	26.03
Product Flow	gal/min	5.392	2.796
Product TDS	mg/l	3.398	28.00
Flux	gfd	19.407	10.065
Last Element	Pass1	Stage 1	Stage 2
Product Flow	gal/min	3.307	0.936
Product TDS	mg/l	20.21	161.6
Brine/Product Ratio	ratio	3.936	14.237
Brine Flow	gal/min	13.016	13.322
Net Driving Pressure	psi	57.96	16.339
Beta		1.284	1.074

Chemicals 100%. Disclaimer: These estimated dose rates are provided as a courtesy to Toray DS2 users and are not guaranteed.

Feed pretreat: Sulfuric Acid, 4.47 mg/l, 49.78 kg/day

Warnings

1. Stage 1, Module 7 Brine Flow in Element below recommended minimum of: 13.209 gal/min, Actual = 13.016
2. Stage 1, Module 7 Brine to Permeate Ratio is below recommended limit of: 4.000 Actual Ratio = 3.936
3. Conc Stiff Davis Index = 2.14 Warning - the Stiff Davis Index (SDSI) is greater than 0. Scale inhibitor required.
4. Conc CaSO₄ % Sat'n = 377.57 Warning - concentrate calcium sulfate exceeds saturation.
5. Conc BaSO₄ % Sat'n = 56401.23 Warning - concentrate barium sulfate exceeds saturation.
6. Conc SiO₂ % Sat'n = 185.23 Warning - concentrate silica exceeds saturation.

Errors

Disclaimer : The program is intended to be used by persons having technical skill, at their own discretion and risk. The projections, obtained with the program, are the expected system performance, based on the average, nominal element-performance and are not automatically guaranteed. Toray shall not be liable for any error or miscalculation in the program. The obtained results cannot be used to raise any claim for liability or warranty. It is the users responsibility to make provisions against fouling, scaling and chemical attacks, to account for piping and valve pressure losses, feed pump suction pressure and permeate backpressure. For questions please contact us:

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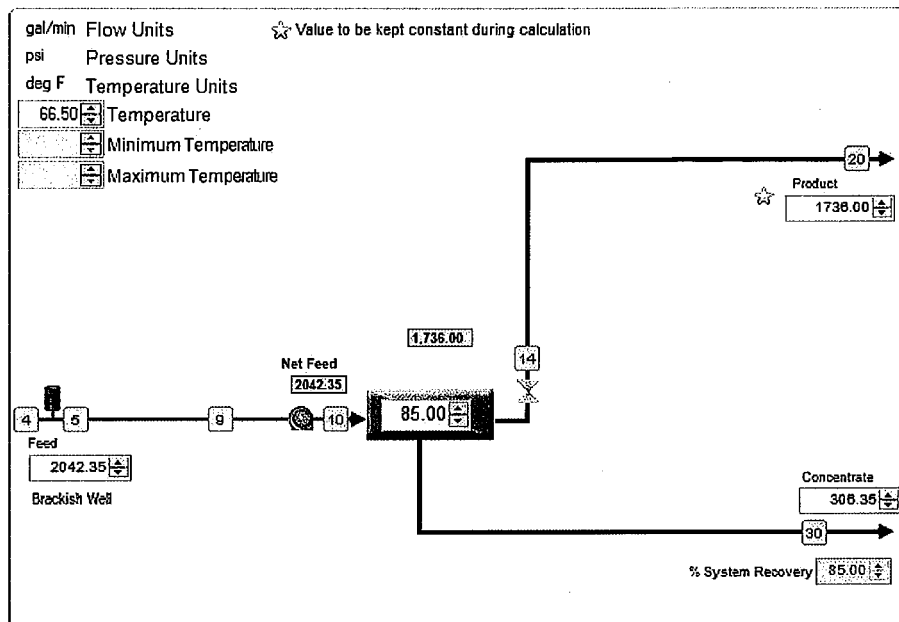
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<http://www.toraywater.com/>

Date/Time :	1/29/2018 10:05:00 PM
Project	TORAYMEMpeterm 851:OXNARD Train 2+3 reload
Case :	5:Year 0 66.5 F FF0.92 SPI10 R85 Qp1736GPM A46+23 E7 TMG20D-400 BP 20+20
Revision :	0:Acid addition to 7.4. Assumed 5 psi interstage DP loss FF=0.92 software YO default Permeate BP includes additional Perm side losses assumed 5 psi

User name :	TORAYMEM\peterm
Prepared for :	
Notes :	
Membrane Database	
Version Number:	20147
ReleaseDate:	5/22/2017
UpdateBy:	KK
Toray DS2 version :	2.0.11.136

Flow Diagram:



System Overview Report

Project	TORAYMEM\peterm 851:OXNARD Train 2+3 reload
Case	4 Year 0 78F FF0.92 SPI10 R85 Qp1736GPM A46+23 E7 TMG20D-400 BP 20+20
Revision	0 Acid addition to pH 7.4 Assumed 5 psi interstage DP loss FF=0.92 software YO default Permeate BP includes additional Perm side losses assumed 5 psi
Feed Water Type	Brackish Well, Note: Auto Balance is ON
Warnings and Errors	Warnings:7, Errors:0. See Important Notes at end /E
Database Info :	Project Database : C:\Users\peterm\Documents\TorayDSv136\App_Data\DS2.sdf(Ver:2.6) Membrane Database (V.20147) .:

		Overall	Pass 1
Raw water TDS	mg/l	1,824.7	1,823.9
Feed EC @77F / @78.00F	uS	2,569 / 2,601.3	2,570.9 / 2,603.2
Feed Pressure	psi	0.0	119.3
Temperature	deg F	78.00	
Total DP	psi	11.469	11.469
Brine Pressure	psi	102.8	102.8
Fouling Max	0.00 yrs		0.923
SP % Increase (Max)	0.00 yrs		0.00%
Recovery	%	85.00%	85.0%
Feed Flow	gal/min	2,042	2,042
Product Flow	gal/min	1,736	1,736
Average Flux	gfd	12.935	12.935
Concentrate Flow	gal/min	306.4	306.4
Product TDS	mg/l	24.91	24.91
Concentrate TDS	mg/l	12,000	12,000
Primary HP Pump kW	kilowatt	132.5	132.5
Power Consumption	kWh/m ³	0.336	0.336

Ions		Feed	Net Feed	Conc	Product
Ca	mg/l	264.0	264.0	1,745	2.565
Mg	mg/l	85.90	85.90	567.8	0.835
Na	mg/l	128.1	128.1	840.8	2.328
K	mg/l	6.000	6.000	38.88	0.196
Ba	mg/l	0.510	0.510	3.371	0.005
Sr	mg/l	1.380	1.380	9.122	0.0134
NH4	mg/l	0.0	0.0	0.0	0.0
Fe	mg/l	0.05	0.05	0.333	0.0
HCO3	mg/l	340.0	335.3	2,148	8.570
CO3	mg/l	1.062	0.832	27.62	0.0012
CO2	mg/l	14.804	18.379	26.34	19.254
Cl	mg/l	73.99	73.99	488.4	0.846
SO4	mg/l	840.0	844.1	5,596	5.324
NO3	mg/l	44.26	44.26	283.8	1.986
F	mg/l	0.600	0.600	3.874	0.0221
Br	mg/l	0.0	0.0	0.0	0.0
PO4	mg/l	0.0	0.0	0.0	0.0
SiO2	mg/l	38.00	38.00	244.9	1.487
B(Boron)	mg/l	0.870	0.870	1.651	0.732
TDS	mg/l	1,825	1,824	12,000	24.91
Feed EC @77F / @78.00F	uS	2,569 / 2,601	2,571 / 2,603	12,429 / 12,582	43.9 / 45.4
pH	pH	7.500	7.400	7.975	5.412
Osmotic Press (DS1 / Pitzer)	psi	11.942 / 9.65	11.928 / 9.66	76.630 / 55.57	0.179 / 0.59
LSI / SDSI		0.82 / 0.86	0.71 / 0.75	2.67 / 2.22	-4.09 / -4.18
CaSO4 / SrSO4 %	%	34.3% / 10.7%	34.4% / 10.8%	376.8% / 68.9%	0.0% / 0.0%
BaSO4 / SiO2 %	%	6378.7% / 30.1%	6405.7% / 30.1%	56307.5% / 167.8%	
Pitzer % Solubility	Calcite/Dolomite	300% / 2,274%	236% / 1,405%	15,206% / 5,777,988%	
Pitzer % Solubility	CaSO4/SrSO4	33% / 9%	33% / 9%	324% / 82%	

Stage/Bank Data	Pass1	Stage 1	Stage 2
Lead Element Type		TMG20D-400	TMG20D-400

Last Element Type		TMG20D-400	TMG20D-400
Total Elements	483	322	161
Total Vessels	69	46	23
Elements per Vessel		7	7
Feed Flow	gal/min	2,042	537.5
Product Flow	gal/min	1,505	231.1
Average Flux	gfd	16.820	5.167
Brine Flow	gal/min	537.5	306.4
Recovery %	%	73.68 %	43.00 %
Feed Pressure	psi	119.3	106.8
dP Elements	psi	7.503	3.967
Boost Pressure	psi	0.0	0.0
Piping Loss	psi	0.0	-5.000
Net (Boost - dP piping)	psi	0.0	-5.000
Brine Pressure	psi	111.8	102.8
Permeate Pressure	psi	20.00	20.00
Feed TDS	mg/l	1,824	6,894
Perm TDS	mg/l	10.971	115.7
Lead Element	Pass1	Stage 1	Stage 2
Feed Flow	gal/min	44.40	23.37
Product Flow	gal/min	5.853	2.439
Product TDS	mg/l	4.082	49.80
Flux	gfd	21.06	8.777
Last Element	Pass1	Stage 1	Stage 2
Product Flow	gal/min	3.108	0.654
Product TDS	mg/l	33.07	310.5
Brine/Product Ratio	ratio	3.759	20.38
Brine Flow	gal/min	11.686	13.322
Net Driving Pressure	psi	43.79	9.179
Beta		1.229	1.042

Chemicals 100%. Disclaimer: These estimated dose rates are provided as a courtesy to Toray DS2 users and are not guaranteed.

Feed pretreat: Sulfuric Acid, 4.17 mg/l, 46.47 kg/day

Warnings

1. Stage 1, Module 6 Brine to Permeate Ratio is below recommended limit of: 4.000 Actual Ratio = 3.901
2. Stage 1, Module 7 Brine Flow in Element below recommended minimum of: 13.209 gal/min, Actual = 11.686
3. Stage 1, Module 7 Brine to Permeate Ratio is below recommended limit of: 4.000 Actual Ratio = 3.759
4. Conc Stiff Davis Index = 2.22 Warning - the Stiff Davis Index (SDSI) is greater than 0. Scale inhibitor required.
5. Conc CaSO₄ % Sat'n = 376.84 Warning - concentrate calcium sulfate exceeds saturation.
6. Conc BaSO₄ % Sat'n = 56307.50 Warning - concentrate barium sulfate exceeds saturation.
7. Conc SiO₂ % Sat'n = 168.01 Warning - concentrate silica exceeds saturation.

Errors

Disclaimer : The program is intended to be used by persons having technical skill, at their own discretion and risk. The projections, obtained with the program, are the expected system performance, based on the average, nominal element-performance and are not automatically guaranteed. Toray shall not be liable for any error or miscalculation in the program. The obtained results cannot be used to raise any claim for liability or warranty. It is the users responsibility to make provisions against fouling, scaling and chemical attacks, to account for piping and valve pressure losses, feed pump suction pressure and permeate backpressure. For questions please contact us:

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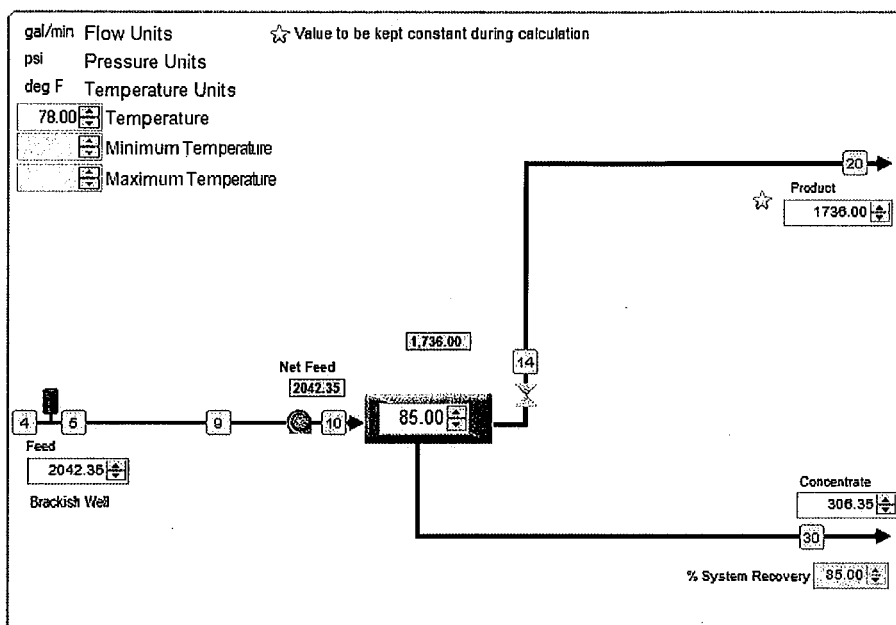
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Zone B, Tianzhu Airport Industrial Zone, Beijing 101318, China

<http://www.toraywater.com/>

Date/Time :	1/29/2018 9:46:25 PM
Project	TORAYMEM\peterm 851:OXNARD Train 2+3 reload
Case :	4:Year 0 78F FF0.92 SPI10 R85 Qp1736GPM A46+23 E7 TMG20D-400 BP 20+20

Revision :	0:Acid addition to pH 7.4 Assumed 5 psi interstage DP loss FF=0.92 software YO default Permeate BP includes additional Perm side losses assumed 5 psi
User name :	TORAYMEM\peterm
Prepared for :	
Notes :	
Membrane Database	
Version Number:	20147
ReleaseDate:	5/22/2017
UpdateBy:	KK
Toray DS2 version :	2.0.11.136

Flow Diagram:

System Overview Report

Project	TORAYMEM\peterm 851:OXNARD Train 2+3 reload
Case	2 Year 4 55F FF0.78 SPI10 R85 Qp1736GPM A46+23 E7 TMG20D-400 BP 20+20
Revision	0 Acid addition to pH 7.4 Assumed 5 psi interstage DP loss FF=0.78 equivalent to 29% flux decline
Feed Water Type	Brackish Well, Note: Auto Balance is ON
Warnings and Errors	Warnings:4, Errors:0. See Important Notes at end /E
Database Info :	Project Database : C:\Users\peterm\Documents\TorayDSv136\App_Data\DS2.sdf(Ver:2.6) Membrane Database (V.20147) ..

		Overall	Pass 1
Raw water TDS	mg/l	1,821.2	1,820.1
Feed EC @77F / @55.00F	uS	2,562.9 / 1,854.9	2,565.2 / 1,856.5
Feed Pressure	psi	0.0	162.7
Temperature	deg F	55.00	
Total DP	psi	18.378	18.378
Brine Pressure	psi	139.3	139.3
Fouling Max	4.00 yrs		0.780
SP % Increase (Max)	4.00 yrs		46.41%
Recovery	%	85.00%	85.0%
Feed Flow	gal/min	2,042	2,042
Product Flow	gal/min	1,736	1,736
Average Flux	gfd	12.936	12.936
Concentrate Flow	gal/min	306.4	306.4
Product TDS	mg/l	16.691	16.691
Concentrate TDS	mg/l	12,027	12,027
Primary HP Pump kW	kilowatt	181.0	181.0
Power Consumption	kWh/m ³	0.459	0.459

Ions		Feed	Net Feed	Conc	Product
Ca	mg/l	264.0	264.0	1,750	1.667
Mg	mg/l	85.90	85.90	569.5	0.542
Na	mg/l	126.7	126.7	836.1	1.496
K	mg/l	6.000	6.000	39.27	0.128
Ba	mg/l	0.510	0.510	3.381	0.0032
Sr	mg/l	1.380	1.380	9.149	0.0087
NH4	mg/l	0.0	0.0	0.0	0.0
Fe	mg/l	0.054	0.054	0.360	0.0
HCO3	mg/l	340.0	334.2	2,166	5.665
CO3	mg/l	0.787	0.614	23.43	0.0002
CO2	mg/l	17.987	22.26	28.42	22.78
Cl	mg/l	72.13	72.13	477.8	0.534
SO4	mg/l	840.0	844.8	5,612	3.448
NO3	mg/l	44.26	44.26	287.7	1.295
F	mg/l	0.600	0.600	3.918	0.0144
Br	mg/l	0.0	0.0	0.0	0.0
PO4	mg/l	0.0	0.0	0.0	0.0
SiO2	mg/l	38.00	38.00	246.6	1.182
B(Boron)	mg/l	0.870	0.870	1.794	0.707
TDS	mg/l	1,821	1,820	12,027	16.691
Feed EC @77F / @55.00F	uS	2,563 / 1,855	2,565 / 1,857	12,433 / 9,078	30.5 / 22.4
pH	pH	7.500	7.400	8.030	5.384
Osmotic Press (DS1 / Pitzer)	psi	11.391 / 9.26	11.375 / 9.28	73.416 / 53.25	0.121 / 0.46
LSI / SDSI		0.63 / 0.53	0.52 / 0.42	2.53 / 1.99	-4.81 / -5.06
CaSO4 / SrSO4 %	%	34.3% / 10.7%	34.5% / 10.8%	378.5% / 69.1%	0.0% / 0.0%
BaSO4 / SiO2 %	%	6385.6% / 37.8%	6417.2% / 37.8%	56544.1% / 205.2%	
Pitzer % Solubility	Calcite/Dolomite	195% / 651%	152% / 398%	11,667% / 2,352,132%	
Pitzer % Solubility	CaSO4/SrSO4	36% / 9%	36% / 9%	345% / 84%	

Stage/Bank Data	Pass1	Stage 1	Stage 2
Lead Element Type		TMG20D-400	TMG20D-400
Last Element Type		TMG20D-400	TMG20D-400

Total Elements	483	322	161
Total Vessels	69	46	23
Elements per Vessel		7	7
Feed Flow	gal/min	2,042	691.3
Product Flow	gal/min	1,351	384.9
Average Flux	gfd	15.101	8.604
Brine Flow	gal/min	691.3	306.4
Recovery %	%	66.15 %	55.68 %
Feed Pressure	psi	162.7	146.3
dP Elements	psi	11.403	6.975
Boost Pressure	psi	0.0	0.0
Piping Loss	psi	0.0	-5.000
Net (Boost - dP piping)	psi	0.0	-5.000
Brine Pressure	psi	151.3	139.3
Permeate Pressure	psi	20.00	20.00
Feed TDS	mg/l	1,820	5,361
Perm TDS	mg/l	7.883	47.61
Lead Element	Pass1	Stage 1	Stage 2
Feed Flow	gal/min	44.40	30.06
Product Flow	gal/min	4.765	3.173
Product TDS	mg/l	3.896	21.96
Flux	gfd	17.149	11.419
Last Element	Pass1	Stage 1	Stage 2
Product Flow	gal/min	3.487	1.555
Product TDS	mg/l	17.238	107.2
Brine/Product Ratio	ratio	4.310	8.565
Brine Flow	gal/min	15.028	13.322
Net Driving Pressure	psi	91.76	40.73
Beta		1.344	1.155

Chemicals 100%. Disclaimer: These estimated dose rates are provided as a courtesy to Toray DS2 users and are not guaranteed.

Feed pretreat: Sulfuric Acid, 4.90 mg/l, 54.59 kg/day

Warnings

1. Conc Stiff Davis Index = 1.99 Warning - the Stiff Davis Index (SDSI) is greater than 0. Scale inhibitor required.
2. Conc CaSO₄ % Sat'n = 378.47 Warning - concentrate calcium sulfate exceeds saturation.
3. Conc BaSO₄ % Sat'n = 56544.12 Warning - concentrate barium sulfate exceeds saturation.
4. Conc SiO₂ % Sat'n = 205.44 Warning - concentrate silica exceeds saturation.

Errors

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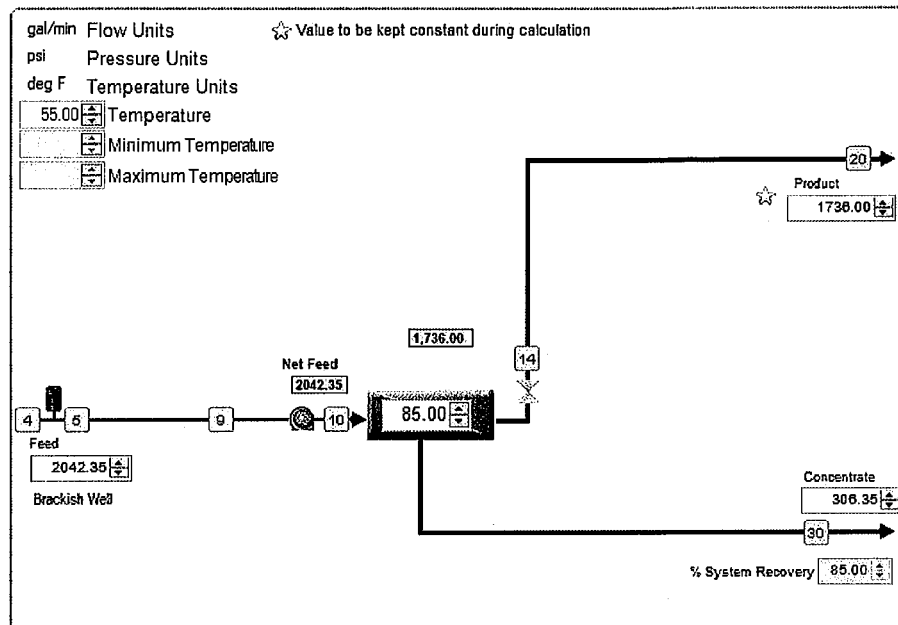
<http://www.toraywater.com/>

Date/Time :	1/29/2018 9:42:09 PM
Project	TORAYMEM\peterm 851:OXNARD Train 2+3 reload
Case :	2:Year 4 55F FF0.78 SPI10 R85 Qp1736GPM A46+23 E7 TMG20D-400 BP 20+20
Revision :	0:Acid addition to pH 7.4 Assumed 5 psi interstage DP loss FF=0.78 equivalent to 29% flux decline
User name :	TORAYMEM\peterm
Prepared for :	
Notes :	

Membrane Database

Version Number:	20147
ReleaseDate:	5/22/2017
UpdateBy:	KK
Toray DS2 version :	2.0.11.136

Flow Diagram:



System Overview Report

Project	TORAYMEM\peterm 851:OXNARD Train 2+3 reload
Case	1 Year 4 78F FF0.78 SP10 R85 Qp1736GPM A46+23 E7 TMG20D-400 BP 20+20
Revision	0 Acid addition to pH 7.2 Assumed 5 psi interstage DP loss FF=0.78 equivalent to 29% flux decline
Feed Water Type	Brackish Well, Note: Auto Balance is ON
Warnings and Errors	Warnings:6, Errors:0. See Important Notes at end /E
Database Info :	Project Database : C:\Users\peterm\Documents\TorayDSv136\App_Data\DS2.sdf(Ver:2.6) Membrane Database (V.20147) ..

		Overall	Pass 1
Raw water TDS	mg/l	1,923.9	1,920.5
Feed EC @77F / @78.00F	uS	2,708.4 / 2,742.4	2,715.3 / 2,749.4
Feed Pressure	psi	0.0	132.3
Temperature	deg F	78.00	
Total DP	psi	12.060	12.060
Brine Pressure	psi	115.3	115.3
Fouling Max	4.00 yrs		0.780
SP % Increase (Max)	4.00 yrs		46.41%
Recovery	%	85.00%	85.0%
Feed Flow	gal/min	2,042	2,042
Product Flow	gal/min	1,736	1,736
Average Flux	gfd	12.935	12.935
Concentrate Flow	gal/min	306.4	306.4
Product TDS	mg/l	74.66	74.66
Concentrate TDS	mg/l	12,367	12,367
Primary HP Pump kW	kilowatt	147.1	147.1
Power Consumption	kWh/m^3	0.373	0.373

Ions		Feed	Net Feed	Conc	Product
Ca	mg/l	264.0	264.0	1,740	3,390
Mg	mg/l	85.90	85.90	566.3	1,103
Na	mg/l	200.4	200.4	1,308	4,828
K	mg/l	6.000	6.000	38.53	0.258
Ba	mg/l	0.510	0.510	3.362	0.0065
Sr	mg/l	1.380	1.380	9.098	0.0177
NH4	mg/l	0.0	0.0	0.0	0.0
Fe	mg/l	0.054	0.054	0.360	0.0
HCO3	mg/l	340.0	322.3	2,036	15,514
CO3	mg/l	1.072	0.509	17.051	0.0022
CO2	mg/l	14.770	27.94	38.57	29.80
Cl	mg/l	63.70	63.70	417.4	1,261
SO4	mg/l	840.0	854.8	5,646	9,162
NO3	mg/l	44.26	44.26	277.8	3,033
F	mg/l	0.600	0.600	3.803	0.0347
Br	mg/l	0.0	0.0	0.0	0.0
PO4	mg/l	0.0	0.0	0.0	0.0
SiO2	mg/l	38.00	38.00	241.4	2,099
B(Boron)	mg/l	38.00	38.00	60.92	33.96
TDS	mg/l	1,924	1,920	12,367	74.66
Feed EC @77F / @78.00F	uS	2,708 / 2,742	2,715 / 2,749	13,058 / 13,218	258.3 / 262.1
pH	pH	7.500	7.200	7.785	5.596
Osmotic Press (DS1 / Pitzer)	psi	14.147 / 11.79	14.096 / 11.86	84.124 / 63.02	1.279 / 1.88
LSI / SDSI		0.82 / 0.85	0.49 / 0.53	2.45 / 1.98	-3.65 / -3.73
CaSO4 / SrSO4 %	%	33.7% / 10.4%	34.2% / 10.6%	370.5% / 64.5%	0.0% / 0.0%
BaSO4 / SiO2 %	%	6233.8% / 30.1%	6329.2% / 30.1%	55244.7% / 189.4%	
Pitzer % Solubility	Calcite/Dolomite	291% / 2,129%	140% / 495%	9,366% / 2,183,741%	
Pitzer % Solubility	CaSO4/SrSO4	33% / 9%	33% / 9%	318% / 80%	

Stage/Bank Data	Pass1	Stage 1	Stage 2
Lead Element Type		TMG20D-400	TMG20D-400
Last Element Type		TMG20D-400	TMG20D-400

Total Elements	483	322	161
Total Vessels	69	46	23
Elements per Vessel		7	7
Feed Flow	gal/min	2,042	579.8
Product Flow	gal/min	1,463	273.4
Average Flux	gfd	16.347	6.112
Brine Flow	gal/min	579.8	306.4
Recovery %	%	71.61 %	47.15 %
Feed Pressure	psi	132.3	119.6
dP Elements	psi	7.784	4.276
Boost Pressure	psi	0.0	0.0
Piping Loss	psi	0.0	-5.000
Net (Boost - dP piping)	psi	0.0	-5.000
Brine Pressure	psi	124.6	115.3
Permeate Pressure	psi	20.00	20.00
Feed TDS	mg/l	1,920	6,636
Perm TDS	mg/l	49.84	207.5
Lead Element	Pass1	Stage 1	Stage 2
Feed Flow	gal/min	44.40	25.21
Product Flow	gal/min	5.531	2.678
Product TDS	mg/l	32.56	115.5
Flux	gfd	19.906	9.638
Last Element	Pass1	Stage 1	Stage 2
Product Flow	gal/min	3.240	0.867
Product TDS	mg/l	91.49	447.5
Brine/Product Ratio	ratio	3.891	15.362
Brine Flow	gal/min	12.605	13.322
Net Driving Pressure	psi	54.44	14.529
Beta		1.228	1.055

Chemicals 100%. Disclaimer: These estimated dose rates are provided as a courtesy to Toray DS2 users and are not guaranteed.

Feed pretreat: Sulfuric Acid, 15.14 mg/l, 168.53 kg/day

Warnings

1. Stage 1, Module 7 Brine Flow in Element below recommended minimum of: 13,209 gal/min, Actual = 12.605
2. Stage 1, Module 7 Brine to Permeate Ratio is below recommended limit of: 4.000 Actual Ratio = 3.891
3. Conc Stiff Davis Index = 1.98 Warning - the Stiff Davis Index (SDSI) is greater than 0. Scale inhibitor required.
4. Conc CaSO₄ % Sat'n = 370.49 Warning - concentrate calcium sulfate exceeds saturation.
5. Conc BaSO₄ % Sat'n = 55244.66 Warning - concentrate barium sulfate exceeds saturation.
6. Conc SiO₂ % Sat'n = 189.79 Warning - concentrate silica exceeds saturation.

Errors

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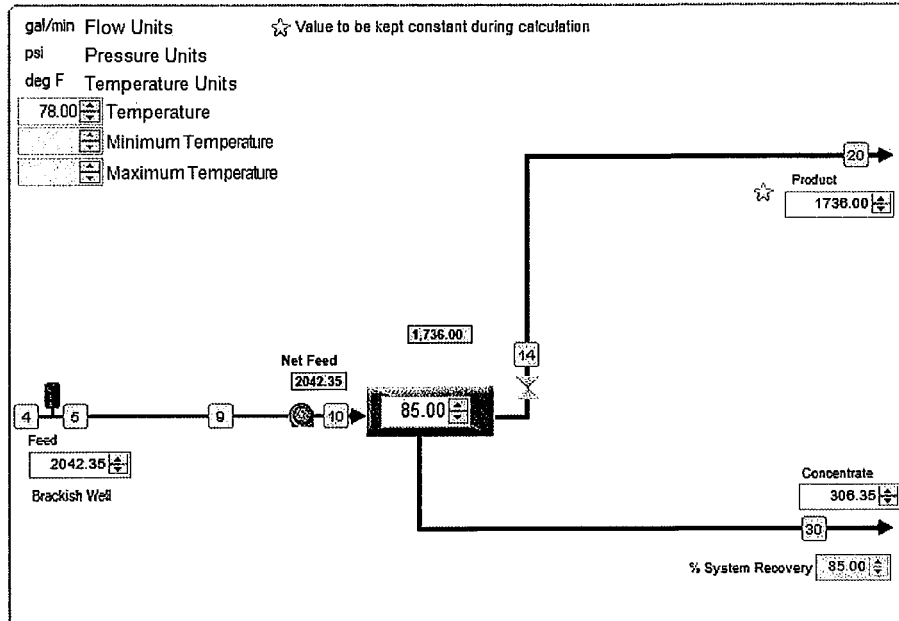
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Zone B, Tianzhu Airport Industrial Zone, Beijing 101318, China

<http://www.toraywater.com/>

Date/Time :	1/29/2018 9:37:30 PM
Project	TORAYMEM\peterm 851:OXNARD Train 2+3 reload
Case :	1:Year 4 78F FF0.78 SPI10 R85 Qp1736GPM A46+23 E7 TMG20D-400 BP 20+20
Revision :	0:Acid addition to pH 7.2 Assumed 5 psi interstage DP loss FF=0.78 equivalent to 29% flux decline
User name :	TORAYMEM\peterm

Prepared for :	
Notes :	
Membrane Database	
Version Number:	20147
ReleaseDate:	5/22/2017
UpdateBy:	KK
Toray DS2 version :	2.0.11.136

Flow Diagram:

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 12

DATE: July 10, 2018

TO: City Council

THROUGH: Alexander Nguyen
City Manager

A handwritten signature in black ink, appearing to read "Alexander Nguyen".

FROM: Rosemarie Gaglione
Public Works Director

Rosemarie Gaglione

SUBJECT: Approve the First Amendment to Agreement A-7929 with Univar USA, Inc.

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the First Amendment with Univar USA, Inc. for the increased cost per gallon for chemicals.

BACKGROUND

On September 1, 2016, the City issued a request for bids (RFB) for treatment chemical purchases for the Oxnard Wastewater Treatment Plant (OWTP), the Advanced Water Purification Facility (AWPF), the Water Campus and Water Blending Station No. 3. The RFB stated that the City desired to enter into a one-year purchase agreement with the vendor with the option to renew for two (2) additional one-year periods upon agreement of both parties. The City sent the RFB to sixteen (16) companies who provide such chemicals and also advertised on the City's website and in the Vida newspaper. Several companies responded with bids, and Univar USA, Inc. (Univar) was selected as the lowest bidder for the chemicals for these facilities. The City Council awarded Agreement No. A-7929 to Univar at the Council's meeting on November 15, 2016.

The Agreement allows the vendor to amend its prices annually with the City's approval of those new prices. These chemical increases are listed below:

Approve the First Amendment to Univar USA, Inc. A-7929

July 10, 2018

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Sodium Bisulfite 25%		
Location	Current Price	New Price
Wastewater	\$0.87 /Gal	\$0.87/Gal

Citric Acid 50%		
Location	Current Price	New Price
Advanced Water Purification Facility	\$4.60/Gal	\$5.01/Gal

Sodium Bisulfite 38%		
Location	Current Price	New Price
Advanced Water Purification Facility	\$0.87/Gal	\$0.87/Gal

Sulfuric Acid 98%		
Location	Current Price	New Price
Advanced Water Purification Facility	\$1.49/Gal	\$1.64/Gal

Staff contacted the chemical companies who were not successful during the bid process. They provided current chemical unit costs that are similar to Univar's unit cost. Thus, staff recommends that the Council authorize these price increases.

Additionally, staff determined on the basis of what the City has paid for chemicals in the past few years that an annual fluctuation of 15% was standard in this industry. Thus, staff requests an edit to the Agreement permitting the Purchasing Agent to have approval for future annual increases up to 15%. If a chemical price increases from one year to the next by more than 15%, staff will return to the City Council for additional approvals and appropriations.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Based on current activity at the wastewater treatment plant and the advanced water purification facility, the chemical unit price cost increases can be accommodated within the FY18 Adopted budget and FY19 Proposed Budget for this item. There is no change to the overall Agreement amount which is still not to exceed \$836,053.

Sufficient funds for the purchase of chemicals for FY18 are already encumbered in the Wastewater Fund Account No. 621-6202-843-8106 (encumbered balance of \$33,000) and in the

Approve the First Amendment to Univar USA, Inc. A-7929

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Advanced Water Purification Fund Account No. 601-6012-843-8106 (encumbered balance of \$59,000). The estimated total expense for FY19 is \$52,000 for Wastewater and \$141,000 for the Advanced Water Purification Facility. Sufficient funds have been budgeted in the FY19 Proposed Budget.

ATTACHMENTS:

Attachment A- First Amendment to Agreement No. A7929

Attachment B - Executed Univar Agreement No. A-7929

Agreement No. A-7929

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ____ day of _____, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Univar USA, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on November 15, 2016, by City and Vendor.

City and Vendor hereby agree as follows:

1. Any reference to Exhibit B in the Agreement shall be replaced with a reference to Exhibit B-1, effective on November 15, 2017, unless otherwise amended as allowed by Exhibit B-1.
2. Exhibit B-1, which is attached hereto and incorporated herein by this reference, is hereby incorporated into the Agreement.
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

Agreement No. A-7929

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

CITY OF OXNARD

UNIVAR USA INC.

Tim Flynn, Mayor Date

Shawna McCarthy 11-3-17
☐ Shawna McCarthy, Municipal Commercial Mgr. Date
☐ Clay Kussler, General Manager

ATTEST:

Perry T. Kusakabe 10/27/2017
 Perry T. Kusakabe, Corporate Secretary Date

Michelle Ascencion, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer 11/7/17
 Stephen M. Fischer, City Attorney Date

APPROVED AS TO CONTENT:

Omar Castro 11/8/17
 Omar Castro, Project Manager Date

Thien Ng 11/8/17
 Thien Ng, Project Manager and
~~Interim Public Works Director~~
 Assistant Public Works Director

APPROVED AS TO AMOUNT:

Greg Nyhoff Date
 Scott Whitney, Interim City Manager

Ruth Osuna Date
 Jesus Nava, Assistant City Manager

APPROVED AS TO INSURANCE:

Mike More 3/19/18
 Mike More, Risk Manager Date

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

PLEASE DO NOT
REMOVE THIS BOX



Rosemarie Gaglione 4-12-18
 Rosemarie Gaglione, Public Works Director Date

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

Agreement No. A-7929

Exhibit B-1
Chemical Description and Price

Chemical	Location	Unit Price Per Gallon
Sodium Bisulfite 25%	Wastewater	\$0.87
Citric Acid 50%	AWPF	\$5.01
Sodium Bisulfite 38%	AWPF	\$0.87
Sulfuric Acid 98%	AWPF	\$1.64

The prices per gallon listed above shall be effective through the term of this Agreement. If the Vendor wants to amend its prices, it must notify the City in writing by August 1st of each year of the prices effective that following November 15th. By October 1st, the City will decide to continue the Agreement at the new prices, terminate the Agreement, or continue the Agreement at other negotiated prices. The City's Purchasing Officer may authorize an annual increase up to 15 percent for any chemical; any annual increase over 15 percent for any chemical must be authorized, if it is, by the City Council.

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

Agreement No. A-7929

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, this 15th day of November, 2016, by and between the City of Oxnard ("City") and Univar USA Inc. ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: 1) Supply and delivery of sodium bisulfite to the wastewater treatment plant at 6001 Perkins Road, Oxnard, CA 93033. Solution shall meet a molecular weight of 104.06, density of g/ml (60° F) – 1.17-1.20, pH of 4.5-5.5, and technical grade of 25% solutions that shall be suitable for water treatment. 2) Supply and delivery of citric acid 50% to the Advanced Water Purification Facility (AWPF) at 5700 South Perkins Road, Oxnard, CA 93033. The citric acid shall be commercial grade, and shall comply with ANSI/AWWA Standard B301-99, or its latest revision or addenda. 3) Supply and delivery of hydrogen peroxide 35% to the AWPF. Solution shall be suitable for water treatment. Product shall be NSF approved for drinking water applications and meet NSF/ANSI Standard 60 Drinking Water Additives – Health Effects. 4) Supply and delivery of sodium bisulfite 38% to the AWPF. Solution shall meet a molecular weight of 104.06, density of g/ml (60° F) - 1.17-1.20, pH of 4.5-5.5, and technical grade solution that shall be suitable for water treatment. 5) Supply and delivery of sulfuric acid 98% to the AWPF. Sulfuric acid shall meet the specifications of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60) Drinking Water Treatment Chemicals – Health Effects.

Vendor shall provide these Services to City in accordance with Exhibit A, which is attached hereto and incorporated herein by this reference ("Services").

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on November 15, 2016, and shall end on November 14, 2019. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Vendor may terminate this Agreement by providing written notice to City at least 120 days prior to the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor an amount not to exceed \$836,053 for the Services performed during the term of this Agreement in accordance with Exhibit B, which is attached hereto and incorporated herein by this reference. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors 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 Vendor, its employees, subcontractors, agents and sub-vendors. Vendor 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 Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit C**. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.14 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

6. a. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

c. The review, acceptance or approval of Vendor's work or work product by the Indemnified Party shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

7. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

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

b. Vendor shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-I**.

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

9. In performing the Services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

10. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

11. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

12. This Agreement may be amended only by a written document signed by both City and Vendor.

13. Any notices to Vendor may be delivered personally or by mail addressed to: Jennifer Perras, Municipal Specialist, Univar BCS, 8201 South 212th Street, Kent, WA 98032. Any notices to City may be delivered personally or by mail addressed to: Public Works Administration, 305 West Third Street, East Wing, Third Floor, Oxnard, CA 93030.

14. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

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

16. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

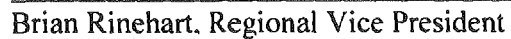
[Signatures on the next page]

CITY OF OXNARD

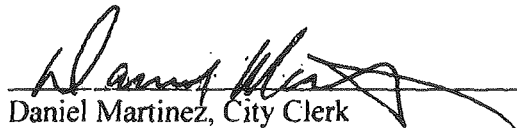
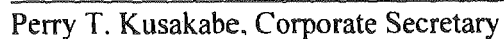
UNIVAR USA INC.



Tim Flynn, Mayor


Brian Rinehart, Regional Vice President

ATTEST:


Daniel Martinez, City Clerk
Perry T. Kusakabe, Corporate Secretary

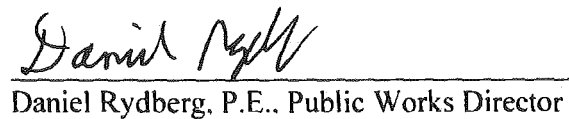
APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:


Risk Manager

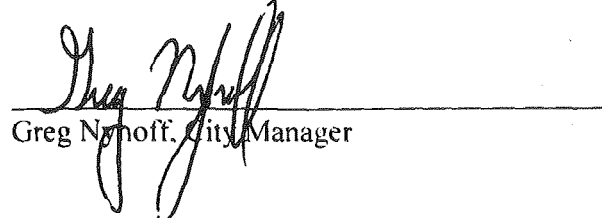
APPROVED AS TO CONTENT:


Daniel Rydberg, P.E., Public Works Director

APPROVED AS TO CONTENT:


Thien Ng, Project Manager

APPROVED AS TO AMOUNT:


Greg Nyhoff, City Manager

CITY OF OXNARD

UNIVAR USA INC.

Tim Flynn, Mayor

B R V

Brian Rinehart, Regional Vice President

ATTEST:

in: [unclear]

Perry T. Kusakabe, Corporate Secretary

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO CONTENT:

Daniel Rydberg

Daniel Rydberg, P.E., Public Works Director

APPROVED AS TO CONTENT:

Thien Ng, Project Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Exhibit A
Supplier Specifications and General Requirements

1. Delivery:

- a. **Timing:** Product shall be delivered within 48 hours of agency request. All deliveries shall be made Monday through Friday between 8:00 a.m. and 2:00 p.m.
- b. **Delivery vehicles:** Shall be in good condition and operated by Supplier. Truck tractors and tank trailers shall be pneumatic-tired; conform to all applicable State and Federal regulations; and be fully equipped and maintained to safely transport and deliver specified chemical product. Tank trailers shall be specially designed to prevent leakage and resist rupture in the event of a collision, and carry all equipment necessary to respond to an accidental chemical release.
- c. **Delivery Driver:** Shall be trained and experienced in handling specified chemical product, and be specifically trained to stop chemical flow in the event of an emergency. Supplier shall provide evidence of such training and experience upon request.
- d. **Posted Speed Limits:** Shall be observed at all times while driving on agency property. Supplier shall be completely liable for any damage to property or personnel.
- e. **Delivery Equipment:** Shall include an appropriate compression unit and piping to permit safe transfer of the specified chemical product to stationary bulk containers. Hoses, fittings and appurtenant equipment shall be provided by Supplier and be free of leaks.
- f. **Unloading:** Shall be done in a safe manner by Supplier in the presence of a plant operator. Appropriate protective clothing shall be worn, and industry safety practices and procedures followed explicitly at all times.
- g. **Chemical Responsibility:** City of Oxnard shall be the delivery terminus. Chemicals shall be the full responsibility of vendor until delivered to City terminus. Vendor shall be responsible for any loss of product prior to delivery to City, including any environmental cleanup resulting from loss.
- h. **Pay Quantity of Bulk Product Delivered:** Shall be determined by weighing the tank trailer before and after filling at Supplier's plant on a certified truck scale. If any product has been spilled, then the tank trailer will need to be weighed on a certified truck scale at the nearest weigh scale available. Copies of weigh master's certificates shall be provided with delivery.
- i. **Other:** Agency may require Supplier to furnish an affidavit stating product complies fully with this specification, a certified analysis of the product delivered, and/or the preventative maintenance schedule of delivery truck's unloading compressor.
- j. **Deliver To:** Wastewater Treatment Plant at 6001 Perkins Road, Oxnard, CA 93033 or the Advanced Water Purification Facility at 5700 South Perkins Road, Oxnard, CA 93033 as required.

2. Quantity:

Exact quantities may vary from the estimates given, and may be increased or decreased to meet agency's requirements. No minimum is guaranteed.

3. Invoice:

A separate invoice shall be provided for each delivery during contract period.

4. Specification:

Supplier shall bring apparent error or omissions to City's attention.

Exhibit B
Chemical Description and Price

Chemical	Location	Unit Price Per Gallon
Sodium Bisulfite 25%	Wastewater	\$0.870
Citric Acid 50%	AWPF	\$4.600
Hydrogen Peroxide 35%	AWPF	\$2.589
Sodium Bisulfite 38%	AWPF	\$0.870
Sulfuric Acid 98%	AWPF	\$1.490

The current prices shall be effective through 11/14/17. If the vendor wants to amend its prices, it must notify the City in writing by August 1st of each year of the prices effective that following November 15th. By August 1st, the City will either continue the contract at the new rates or will terminate the contract.

EXHIBIT C**LIVING WAGE POLICY**

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

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

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1**Living Wage Policy**

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

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit C. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.14 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2016**

1. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$15.14 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2017, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year.** In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

Exhibit INS-I

**INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)**

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 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

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

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.

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

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

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 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; products and completed operations 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-I 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.

10/16

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-1.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

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

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

DESCRIPTION OF OPERATIONS LOCATIONS VEHICLES RESTRICTIONS SPECIAL ITEMS

CERTIFICATE HOLDER

City of Oxnard

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Exhibit INS-1
Page 4**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. _____ ISSUE DATE (MM/DD/YY) _____

PRODUCER

POLICY INFORMATION:Insurance Company: _____
Policy No.: _____
Policy Period: (from) _____ (to) _____
LOSS ADJUSTMENT EXPENSE Included in Limits
In Addition to Limits

Telephone _____

NAMED INSURED

Deductible Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. Per Occurrence Per Claim (which)**APPLICABILITY** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered:**TYPE OF INSURANCE**GENERAL LIABILITY
COMMERCIAL GENERAL LIABILITY
COMPREHENSIVE GENERAL LIABILITY
OWNERS & CONTRACTORS PROTECTIVEClaims Made
Retroactive Date _____
Occurrence**OTHER PROVISIONS****COVERAGES****LIABILITY LIMITS IN THOUSANDS \$**EACH
OCCURRENCE

AGGREGATE

GENERAL
PRODUCTS/COMPLETED OPERATIONS
PERSONAL & ADVERTISING INJURY
FIRE DAMAGE

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

- INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302
Oxnard, CA 93030**AUTHORIZED REPRESENTATIVE**

Broker/Agent

Underwriter _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: () _____

Date Signed _____



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
06/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext.): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667 AH</td> </tr> <tr> <td>INSURER B: Indemnity Insurance Co of North America</td> <td>43575 AH</td> </tr> <tr> <td>INSURER C: Agri General Insurance Company</td> <td>42757 AH</td> </tr> <tr> <td>INSURER D: ACE Fire Underwriters Insurance Co.</td> <td>20702 AH</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667 AH	INSURER B: Indemnity Insurance Co of North America	43575 AH	INSURER C: Agri General Insurance Company	42757 AH	INSURER D: ACE Fire Underwriters Insurance Co.	20702 AH	INSURER E:		INSURER F:	
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INSURER D: ACE Fire Underwriters Insurance Co.	20702 AH														
INSURER E:															
INSURER F:															
INSURED Univar Inc. 3075 Highland Parkway Suite 200 Downers Grove IL 60515 USA															

Holder Identifier:

COVERAGES **CERTIFICATE NUMBER: 570062315106** **REVISION NUMBER:**

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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			HD0G2785414A SIR applies per policy terms & conditions	06/01/2016	06/01/2017	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISA H09043822 Commercial Auto	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC48608504 (AOS) WLRC48608498 (MA)	06/01/2016	06/01/2017	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A					06/01/2016	06/01/2017	

Certificate No : 570062315106

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Job: Chemical Supply and Delivery, Locations listed on bid, Reference No. UD-R15-13. City of Oxnard, its Council, officers, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policy. The Insured is self-insured for physical damage to their vehicles. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Workers' Compensation policy. Should General Liability policy be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

CERTIFICATE HOLDER
CANCELLATION

City of Oxnard Attn: Risk Manager Reference No. UD-R15-13 300 West Third St., Suite 302 Oxnard CA 93030 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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AGENCY CUSTOMER ID: 570000014538

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Univar Inc.	
POLICY NUMBER See Certificate Number: 570062315106			
CARRIER See Certificate Number: 570062315106	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
A				ISA H09043834 Truckers Liability	06/01/2016	06/01/2017	Combined Single Limi	\$5,000,000
	WORKERS COMPENSATION							
A		N/A		WCUC48608462 (CA, OH, OR, WA) SIR applies per policy terms & conditions	06/01/2016	06/01/2017		
D		N/A		SCF8608474 (WI)	06/01/2016	06/01/2017		
C		N/A		WLRC48608486 (TN)	06/01/2016	06/01/2017		

POLICY NUMBER: WCU C48608462

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the employer named in Item 1 of the Information Page. The words "we", "us", "our" and the "Company" refer to the company providing this insurance as indicated on the Information Page.

In consideration of the payment of the premium as herein provided, and of their respective agreements as herein set forth, the insurance company named on the Information Page made a part hereof and the party or parties named on the Information Page made a part hereof do hereby agree as follows:

GENERAL SECTION

A. Self-Insurance

Your acceptance of this policy indicates that you are now and will remain until the end of the policy period a duly qualified self-insurer in each state named in Item 3 of the Information Page. You will do whatever is required, including provision of sufficient funds and compliance with any legally required self-insured registration or similar requirements, to maintain your status as a qualified self-insurer with respect to any Loss covered by this policy. If Your Retention or your self-insurer status at any time becomes invalid, suspended, unenforceable or uncollectible for any reason, we will be liable only to the extent we would have been had Your Retention remained in full effect and only to the extent we would be liable if you were a qualified self-insured. The Insured named in Item 1 of the Information Page shall give us written notice as soon as practicable of any change in the operating status of any of your self-insurer registrations in any state.

If you begin work after the effective date of this policy in any state not named in Item 3 of the Information Page, or are not a qualified self-insured for such work, this insurance will apply as though that state were named in Item 3 of the Information Page, or as though you were qualified in that state, but only if you notify us in writing within ninety (90) days from the date you begin such work.

B. The Policy

This policy includes at its effective date the Information Page and all the endorsements or schedules listed in Item 8 of the Information Page. The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

C. Who Is Insured

You are insured if:

1. you are an employer named in Item 1 of the Information Page;
2. the employer named in Item 1 of the Information Page is a partnership or joint venture, and you are a partner in that partnership or a member of that joint venture, but you are an insured only in your capacity as an employer of employees in the partnership or joint venture;
3. you are a subsidiary, a division or an affiliated company now existing or as may hereafter be constituted, of an employer named in Item 1 of the Information Page, provided at least a 51% majority interest is owned or controlled by an employer named in Item 1 of the Information Page; or
4. you are a business entity over which an employer named in Item 1 of the Information Page has day-to-day management control.

D. Workers Compensation Law

Workers compensation law means the:

1. Workers compensation law and occupational disease law of each state or territory named in Item 3 of the Information Page;
2. Workers compensation law of a state not listed in Item 3 of the Information Page provided:

G. Omnibus Reconciliation Act - Government Access Clause

We will make available this policy and all documents needed to confirm the premium paid by you if the Secretary of Health and Human Services or the Comptroller General of the United States find that the policy is a contractor described in Section 1861 of the Social Security Act, 42 USC Section 1395, or any amendment to it, and they or you ask for our documents.

If the Secretary of Health and Human Services or the Comptroller General asks for access to our documents, we will immediately notify you and make these documents available to you, unless prohibited by law.

The right to access will be determined by the above statute, or any amendment to it, or any rules or regulations established under it.

H. Other Insurance

If the Insured carries other valid insurance, reinsurance or indemnity with any other insurer covering a loss covered by this policy (other than insurance that is purchased to apply in excess of the sum of Your Retention and the Limit of Indemnity hereunder), we shall not be liable for a greater proportion of such loss than the applicable Limit of Indemnity of all valid and collectible insurance, reinsurance or indemnity against such loss.

If the Insured carries other insurance with us covering a loss within the limit covered by this policy, the insured must elect which policy shall apply and we shall be liable under the policy so elected and shall not be liable under any other policy.

I. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them. Any amount recovered as a result of such proceedings, together with all expenses necessary to the recovery of any such amount, shall be apportioned as follows:

1. if there is insurance coverage in excess of Our Limit of Indemnity, that Insurer shall first be reimbursed to the extent of its actual payment;
2. we shall then be reimbursed to the extent of our actual payment and then we will pay the balance, if any, to you.

The expenses of all proceedings necessary to the recovery of any such amount shall be apportioned between you and us in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on our initiative, the expenses thereof shall be borne by us.

In the event of any payment under this policy for a Loss for which you have waived the right of recovery in a written contract entered into prior to the Loss, we hereby agree to also waive our right of recovery but only with respect to such Loss.

J. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to give or receive notice of cancellation, accept indemnity, receive return premium or request changes in this policy.

K. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

L. Unintentional Errors and Omissions

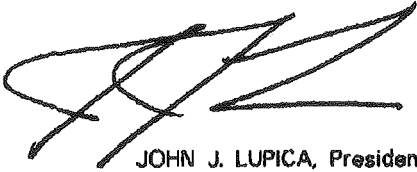
Your failure or omission to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy provided such failure or omission is not intentional and you did not know about such hazards prior to the commencement of the policy period.

M. Loss Payments

We shall pay any Loss for which we may be liable under this policy in the following manner:

1. As respects Part One - Workers Compensation Insurance, payment shall first be made by you in accordance with the provisions of the workers compensation law, and we shall reimburse you for such Loss periodically, at intervals of not less than three months, upon receipt from you of proper proofs of payment.
2. As respects Part Two - Employers' Liability Insurance, if damages are paid by you, we shall make payment to you within thirty (30) days after we receive proper proofs of your payment of Loss covered under Part Two- Employers' Liability

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary, and, where required by law, its Information Page to be countersigned by one of its duly authorized representatives.



JOHN J. LUPICA, President



CARMINE A. GIGANTI, Secretary

ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT

Named Insured Univar Inc.			Endorsement Number 1
Policy Symbol HDO	Policy Number G2785414A	Policy Period 06/01/2016 to 06/01/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

The following is added to Section II.2 – Who Is An Insured:

- e. Any person or organization that you are required to include as an additional insured under this policy because of a written contract that:

- 1) Is in effect during this policy period; and
- 2) Was executed prior to the "occurrence" of the "bodily injury" or "property damage"; and
- 3) Qualifies as an "insured contract" as defined in this policy.

Any such person or organization is an additional insured only for "bodily injury" and "property damage" resulting from:

- a. "your work" that you do for that additional insured pursuant to such contract; or
- b. "your product" distributed or sold to that additional insured pursuant to such contract; and

such person is only an additional insured for "occurrences" taking place during the period of time required by such contract or until the end of the policy period, whichever is sooner.

However:

- i) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- ii) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract:

- x. The insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract; and
- y. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.

Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written contract specifically requires that this insurance apply on a primary or non-contributory basis.

In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.

Authorized Representative

ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT

Named Insured Univar Inc.			Endorsement Number 1
Policy Symbol HDO	Policy Number G2785414A	Policy Period 06/01/2016 to 06/01/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

The following is added to Section II.2 – Who Is An Insured:

- e. Any person or organization that you are required to include as an additional insured under this policy because of a written contract that:

- 1) Is in effect during this policy period; and
- 2) Was executed prior to the "occurrence" of the "bodily injury" or "property damage"; and
- 3) Qualifies as an "insured contract" as defined in this policy.

Any such person or organization is an additional insured only for "bodily injury" and "property damage" resulting from:

- a. "your work" that you do for that additional insured pursuant to such contract; or
- b. "your product" distributed or sold to that additional insured pursuant to such contract; and

such person is only an additional insured for "occurrences" taking place during the period of time required by such contract or until the end of the policy period, whichever is sooner.

However:

- i) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- ii) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract:

- x. The insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract; and
- y. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.

Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written contract specifically requires that this insurance apply on a primary or non-contributory basis.

In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.

Authorized Representative

NOTICE TO OTHERS ENDORSEMENT - SCHEDULE

Named Insured Univar Inc.			Endorsement Number 103
Policy Symbol HDO	Policy Number G2785414A	Policy Period 06/01/2016 TO 06/01/2017	Effective Date of Endorsement 06/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel the Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and/or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
- The beginning of the Policy period, if this endorsement is effective as of such date; or
 - This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

GENERAL ENDORSEMENT

Named Insured Univar Inc.			Endorsement Number 102
Policy Symbol HDO	Policy Number G2785414A	Policy Period 06/01/2016 to 06/01/2017	Effective Date of Endorsement 06/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed effective 06/01/2016 that the following endorsement is added to the policy:

Endorsement #103, ALL-32687 (05/11), Notice To Others Endorsement - Schedule



Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured Univar Inc.			Endorsement Number 2
Policy Symbol HDO	Policy Number G2785414A	Policy Period 06/01/2016 to 06/01/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies Insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY**SCHEDULE**

Name of Person or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Authorized Agent

SIGNATURES

Named Insured Univar Inc.			Endorsement Number 7
Policy Symbol HDO	Policy Number G2785414A	Policy Period 06/01/2016 TO 06/01/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

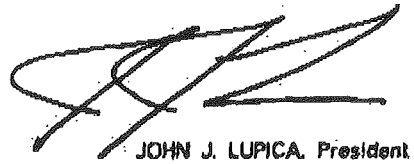
THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (A stock company)
BANKERS STANDARD FIRE AND MARINE COMPANY (A stock company)
BANKERS STANDARD INSURANCE COMPANY (A stock company)
ACE AMERICAN INSURANCE COMPANY (A stock company)
ACE PROPERTY AND CASUALTY INSURANCE COMPANY (A stock company)
INSURANCE COMPANY OF NORTH AMERICA (A stock company)
PACIFIC EMPLOYERS INSURANCE COMPANY (A stock company)
ACE FIRE UNDERWRITERS INSURANCE COMPANY (A stock company)
WESTCHESTER FIRE INSURANCE COMPANY (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703


REBECCA L. COLLINS, Secretary


JOHN J. LUPICA, President

 Authorized Representative

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured Univar Inc.			Endorsement Number 2
Policy Symbol ISA	Policy Number H09043834	Policy Period 06/01/2016 to 06/01/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies Insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM
EXCESS TRUCKERS COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 13

DATE: July 10, 2018

TO: City Council

THROUGH: Alexander Nguyen
City Manager

FROM: Rosemarie Gaglione
Public Works Director

Rosemarie Gaglione

SUBJECT: Hazard Mitigation Grant Program Application Resolution and Agreement.

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council:

1. Adopt a resolution authorizing the City Manager to submit applications up to \$15,030,000 in California Governor's Office of Emergency Services (Cal OES) grant funds; and
2. Award and authorize the Mayor to execute Agreement No. 8231-18-PW with M6 Consulting in the amount of \$175,000.

BACKGROUND

The California Governor's Office of Emergency Services (Cal OES) will be awarding funding through the Hazard Mitigation Grant Program (HMGP) as a result of the Presidentially-declared disaster for the December 2017 California wildfires (including the Thomas Fire). The HMGP can fund project and planning activities for eligible applicants in accordance with the Federal Emergency Management Agency's (FEMA's) Hazard Mitigation Assistance Guidance under the authority of the Robert T. Stafford Emergency Assistance and Disaster Relief Act (Stafford Act). Hazard mitigation activities are aimed at reducing or eliminating future damages. Projects that receive these funds must be completed (including close-out) within a 36-month performance period. No construction is allowed prior to FEMA approval. (HMGP does not fund projects that are in progress or projects that have already been completed.)

Hazard Mitigation Grant Program Application Resolution and Agreement

July 10, 2018

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In California, Cal OES is responsible for identifying program priorities, reviewing applications and forwarding recommendations for funding to FEMA. FEMA has final approval for activity eligibility and funding. Cal OES has reviewed the City's notices of intent to apply for grants (NOIs) that were submitted in March and June of 2018, and the City has been approved to submit the following seven applications to be considered for HMGP funding:

1. Emergency Backup Generator at the City's Traffic Management Center (TMC):

The proposed project will install reliable backup generator power for the TMC to insure that the City's traffic signals, traffic intersections, closed circuit television (CCTV) camera system, and fiber optic network remain online during power outages. The increased resilience provided by the project supports key resource lifelines, including safe passage for all modes of travel during emergency situations such as evacuations, while maintaining safe corridors for emergency personnel such as police, fire, and ambulances.

Federal Requested Share	\$300,000
Applicant Match	\$100,000
Total Activity Cost	\$400,000
Source of non-federal match	City of Oxnard General Fund unappropriated fund balance (reserves) or Measure O Special Sales Tax

2. Emergency Backup Generator at Police Headquarters: The proposed project involves procurement and installation of an emergency backup generator at the Oxnard Police Department headquarters. The project will provide an energy efficient and reliable system that improves the resilience of critical infrastructure in the City as that infrastructure meets the current demands of the facility. The project ensures that the Oxnard Police Department headquarters has a reliable backup power system that can power modern communication and computer equipment at the facility.

Federal Requested Share	\$375,000
Applicant Match	\$125,000
Total Activity Cost	\$500,000
Source of non-federal match	City of Oxnard General Fund unappropriated fund balance (reserves) or Measure O Special Sales Tax

3. Emergency Backup Generator at the Del Norte Regional Recycling and Transfer Station: The proposed project involves the procurement and installation of a 440-kilowatt emergency backup generator at the Del Norte Regional Recycling and Transfer Station. The project will implement an effective and reliable backup power source that will mitigate risks at the facility associated with hazards such as fire, weather, earthquake, or system overload resulting in a shut-down of electrical power.

Federal Requested Share	\$562,500
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Hazard Mitigation Grant Program Application Resolution and Agreement

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Applicant Match	\$187,500
Total Activity Cost	\$750,000
Source of non-federal match	City of Oxnard Environmental Resources fund balance

4. **Emergency Backup Generator and Electrical Building Construction at the Oxnard Wastewater Treatment Plant:** The proposed project will install a 2,000-kilowatt emergency generator to power the entire wastewater treatment plant during power outages. The project also includes the construction of a new and expanded main electrical building to house the electrical panels, the motor control center, and the automatic transfer switch equipment associated with the generator. The project also includes an updated software and hardware supervisory control and data acquisition (SCADA) system for the operations staff to operate the facility and the upgraded system. The proposed project will provide a long term and independent solution to electrical power loss hazards associated with the identified risks by ensuring that the facility has reliable and safe backup generator power that is not affected by hazard risks.

Federal Requested Share	\$3,000,000
Applicant Match	\$3,000,000
Total Activity Cost	\$6,000,000
Source of non-federal match	City of Oxnard Wastewater fund balance

5. **Mandalay Seawall Retrofit:** The proposed project involves the survey work, structural and retrofit design, procurement, and construction necessary to structurally retrofit the seawalls at the Mandalay Bay development. The project will contribute to the protection of some of the 743 residential properties impacted by the 7.8 miles of the seawalls that could be affected by an earthquake.

Federal Requested Share	\$2,250,000
Applicant Match	\$750,000
Total Activity Cost	\$3,000,000
Source of non-federal match	50/50 Split between the Waterways – Zone 1 (\$375K) and the General Fund (\$375K) unappropriated fund balance (reserves) or Measure O Special Sales Tax

6. **Santa Clara River Levee SCR-3 Phase II:** The proposed Santa Clara River Phase II levee project is designed to contain a one percent annual flood event (which means a 100-year flood event) in the Santa Clara River and prevent flooding in the adjoining neighborhoods in the City of Oxnard.

Federal Requested Share	\$3,000,000
Applicant Match	\$1,300,000
Total Activity Cost	\$4,300,000

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Source of non-federal match

Developer funding

7. **Emergency Generator Project to the Sewer Lift Station Near the Oxnard Shores Neighborhood:** The proposed project includes the purchase of equipment to mitigate stormwater impacts to residential properties that occur during Q₂ and larger storm events (2-year storms and larger) due to loss of power to the City's sewer lift station pump. Staff currently has to rent a generator to power the lift station and an excavator to move sand when these events occur.

Federal Requested Share	\$60,000
Applicant Match	\$20,000
Total Activity Cost	\$80,000
Source of non-federal match	City of Oxnard Wastewater Capital Improvement Program Fund Balance

Applications for the program must be submitted by the September 4th due date. Execution of the attached resolution will authorize staff to apply for these grant funds in September.

Cal OES recently increased the maximum request for federal funding to \$5 million per project from the original \$3 million per project. Staff must revisit the benefit cost analysis (BCA), which is calculated using a particular FEMA formula, to determine if increasing the federal funding requests for some of the aforementioned projects would still result in strong scores or if keeping to the lower limit will make the grant applications more competitive. The projects being analyzed to consider raising the federal request are the emergency backup generator and electrical building construction at the Oxnard Wastewater Treatment Plant (item 4 above), the Mandalay seawall retrofit (item 5 above) and the Santa Clara River Levee SCR-3 Phase II project (item 6 above). County staff is performing the BCA on the Levee project as the County also submitted a grant application for this project, and City staff will coordinate with the County in determining if both, just one, or neither of the Levee project applications should request a higher federal funding amount. If staff determines that applying for the higher amounts on any of the aforementioned projects does not harm the City's chances of obtaining the grant funding, staff will return to Council to request additional authorization to apply for the higher amounts (which in any case will not exceed \$5 million of federal funding per application).

M6 Consulting Agreement No. 8231-18-PW

Staff wishes to retain M6 Consulting, Inc. to support the application development and submission process. Consultant support is necessary due to the lengthy and involved application process, which exceeds current City staffing levels. M6 Consulting has been extremely successful in obtaining grant funding for their clients. Recently, it was able to obtain \$19,000,000 in funding for a new train station in the City of Goleta. Due to the limited time frame to prepare the applications, it is necessary to obtain outside assistance for City staff. This grant funding will enable the City to provide proactive responses to ensure emergency processes and procedures can continue during any type of disaster. Note that pre-award costs directly

Hazard Mitigation Grant Program Application Resolution and Agreement

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related to developing the application may be funded, including preparing the application and design specifications. If awarded the grants, staff intends to attempt to recover the funds for the City's contract with M6 Consulting.

In addition to the grant application process, staff wishes to contract with M6 Consulting for consulting related to the groundwater sustainability plan (the "GSP") provided by the Fox Canyon Groundwater Management Agency (the "GMA"). Staff also would like to include funding in the M6 Consulting contract for grant-writing, engineering, construction management, and other critical skills that the Public Works Department needs on hand. All such work will be assigned by task orders, which are available for public inspection and copies.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The Hazard Mitigation Grant Program requires a minimum 25 percent local cost share of the total project cost. (The State does not contribute to local cost share.) Once a grant award is made, staff will return to Council to recognize and appropriate the grant award along with required matching funds for the authorized projects. The anticipated impact on the General Fund Reserves or the Measure O Special Sales Tax is estimated to be \$620,000. The FY 2017-18 estimated unaudited fund balance for General Fund is \$16.9 million and Measure O is \$12.7 million.

Proposed Project Totals

PROJECT	FEDERAL REQUESTED SHARE	CITY OF OXNARD MATCH	TOTAL PROJECT COST
1. Generator at TMC	\$300,000	\$100,000 (GENERAL FUND RESERVES OR MEASURE O)	\$400,000
2. Generator at PD	\$375,000	\$125,000 (GENERAL FUND RESERVES OR MEASURE O)	\$500,000
3. Generator at Del Norte	\$562,500	\$187,500 (ER FUND)	\$750,000
4. Generator and Electrical Building at OWTP	\$3,000,000	\$3,000,000 (WW FUND)	\$6,000,000

Hazard Mitigation Grant Program Application Resolution and Agreement

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5. Mandalay Seawall Retrofit	\$2,250,000	\$750,000 (50/50 SPLIT BETWEEN ASSESSMENT DISTRICT (\$375K) AND GENERAL FUND RESERVES OR MEASURE O (\$375K)	\$3,000,000
6. Santa Clara River Levee	\$3,000,000	\$1,300,000 (DEVELOPER FUNDS)	\$4,300,000
7. Generator near Oxnard Shores	\$60,000	\$20,000 (CITY OF OXNARD WASTEWATER CAPITAL IMPROVEMENT PROGRAM FUND BALANCE)	\$80,000
TOTAL	\$9,547,500	\$5,482,500	\$15,030,000

The agreement with M6 Consulting will be funded based on the tasks involved. Water Operating Funds from Account No. 601-6010-842.82-09 will be used for the Fox Canyon Groundwater portion of work in the amount of \$25,000. Funding for the grant preparation in the amount of \$29,970 will be prorated based on the program deriving benefit.

Department/ Division	Amount	Account No.
30.0% Wastewater	\$8,991.00	621-6205-842.82-09
29.0% Mandalay Assessment District	\$8,691.30	121-3108-803.82-09
29.0% Developer Funds - Santa Clara River	\$8,691.30	541-4391-871.72-09, Z32007
6.5% General Fund		
3.6% Police	\$1,078.92	101-2101-802.82-09
2.9% Traffic Management Center	\$869.13	181-3102-803.82-09
5.5% Environmental Resources	<u>\$1,648.35</u>	631-6301-842.82-09
Total: \$29,970		

If the City is successful in being awarded the grant funds, then the appropriate fund will be reimbursed with the grant award.

The remaining balance of the M6 Consulting contract may be utilized based upon task orders issued and available funding of operating departments during the term of the Agreement.

ATTACHMENTS:

Hazard Mitigation Grant Program Application Resolution and Agreement
July 10, 2018
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Attachment A - Resolution

Attachment B - Agreement No. 8231-18-PW

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING SUBMITTAL OF GRANT APPLICATION

WHEREAS, City Council Resolution No.12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Public Works Department has requested that City Council approve the submittal of applications to the California Governor's Office of Emergency Services for up to \$15,030,000.00 in Hazard Mitigation Grant Program funds regarding the Competitive Hazard Mitigation Grant Program, to be used for: an emergency backup generator at the City's Traffic Management Center; an emergency generator at the Police Department's headquarters; an emergency backup generator at the Del Norte Regional Recycling and Transfer Station; an emergency backup generator and electrical building construction at the Oxnard Wastewater Treatment Plant; a retrofit of the Mandalay Seawalls; the Santa Clara River Levee SCR-3 Phase II; and an emergency generator near the Oxnard Shores Neighborhood.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of an application by the Public Works Department regarding the Competitive Hazard Mitigation Grant Program and to approve submittal of seven grant applications by the City Manager for the aforementioned purposes. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Director of Public Works or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS _____ day of _____, 2018 by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk



Stephen M. Fischer, City Attorney

Agreement No. 8231-18-PW

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and M6 Consulting Inc. ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services including reviewing drafts of the Groundwater Sustainability Plan (the "GSP") provided by the Fox Canyon Groundwater Management Agency (the "GMA"), attending various GMA meetings regarding the GSP, and otherwise providing non-engineering consulting services regarding the GSP as more particularly set forth in various task orders issued in writing by the Manager as well as general grant writing and related services (the "Services"). In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

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

4. Nonexclusive Services

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

Agreement No. 8231-18-PW

5. Coordination of Services

The Services shall be coordinated with Thien Ng, Assistant Public Works Director ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in each task order. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Masoud Mahmoud, CFO, as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on the date first listed above and expire on April 1, 2019.

Agreement No. 8231-18-PW

13. Termination

a. This Agreement may be terminated by City with or without cause and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant with or without cause and at no cost to the Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$175,000 for the Services at rates provided in Exhibit A attached hereto and incorporated by this reference in full herein.

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

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or 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, its employees, subcontractors, agents and subconsultants.

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

e. If any sales tax is due for 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.

15. Method of Payment

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

Agreement No. 8231-18-PW

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

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for 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 appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

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

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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

Agreement No. 8231-18-PW

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

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

21. Hold Harmless, Indemnity and Defense

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless the Indemnified Party from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all Claims. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

Agreement No. 8231-18-PW

c. For services under both 21a and 21b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

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

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

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

Agreement No. 8231-18-PW

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

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

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's

Agreement No. 8231-18-PW

employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

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36. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to M6 Consulting Inc., 4165 E. Thousand Oaks Blvd., Suite 355, Westlake Village, CA 91362, Attention: Masoud Mahmoud, CFO.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Administration, 305 W. Third Street—Third Floor, Oxnard, California 93030, Attention: Thien Ng, Assistant Public Works Director.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be

Agreement No. 8231-18-PW

effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

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

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

CITY OF OXNARD

Jesus Nava
Interim City Manager

Date

APPROVED AS TO FORM:

Stephen M. Fischer
Stephen M. Fischer,
City Attorney

6/19/18
Date

APPROVED AS TO CONTENT:

N/A
Thieh Ng,
Assistant Public Works Director

Date

Rosemarie Gaglione
Rosemarie Gaglione,
Public Works Director

6-19-18
Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

Date

M6 CONSULTING INC.

Robert Woodward, CEO
Robert Woodward, CEO

6/19/2018
Date

Masoud Mahmood, CFO
Masoud Mahmood, CFO

06/19/2018
Date

Agreement No. 8231-18-PW

EXHIBIT A**COMPENSATION RATES****Hourly Public Works/Land Services:**

Project Manager.....	\$165.00
Project Director.....	\$195.00
Project Engineer.....	\$150.00
Project Designer.....	\$100.00
CAD Drafter.....	\$110.00
Hydrology/Hydraulic Engineer.....	\$165.00
Structural Engineer.....	\$165.00
Construction Manager.....	\$150.00
Inspector.....	\$115.00
Map Review/City Surveyor.....	\$185.00
1 Man Survey Crew.....	\$205.00
2 man Survey Crew.....	\$250.00
Minimum Survey Trip Charge.....	\$750.00
Office Survey/Mapping.....	\$165.00
Soils/Geotechnical Engineer.....	\$175.00
Principal Engineer.....	\$225.00

Rates are increased by a factor of 1.5 times for overtime, and for holiday and weekend assignments. All rates are subject to a 2% increase annually on January 1st.

MISCELLANEOUS CHARGES: Hourly

Administration/Tech Aide.....	\$64.00
Direct Costs.....	Cost + 15%
Outside Reproduction.....	Cost + 15%
Materials & Expenses.....	Cost + 15%
Mileage (Portal to Portal).....	\$0.54/mile

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

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. 8231-18-PW
P.O. Box 100085 - OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

Agreement No. 8231-18-PW

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 SPACECOMPANY
LETTER B**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant \$500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER****CITY OF OXNARD**

Attn: Insurance Compliance

Reference No. 8231-18-PW

P.O. Box 100085 - OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

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

Agreement No. 8231-18-PW

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
Telephone:	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)		
NAMED INSURED	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered		
		CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS	
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$		CLAIMS: Underwriter's representative for claims pursuant to this Insurance. Name: _____ Address: _____ Telephone: (_____) _____
	EACH OCCURRENCE	AGGREGATE	
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not effect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. 8231-18-PW P.O. Box 100085 - OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed: _____	

Agreement No. 8231-18-PW

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 14

DATE: July 10, 2018

TO: City Council

THROUGH: Alexander Nguyen
City Manager

FROM: Rosemarie Gaglione
Public Works Director

Rosemarie Gaglione

SUBJECT: Purchase Order with Accent Wire for Supply and Delivery of Material Recovery Facility Baling Wire.

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute a purchase order with AD SG, Inc. dba Accent Wire-Tie, in an amount not to exceed \$400,000 for supply and delivery of baling wire for recyclables for a three year term, effective June 1, 2018, to May 31, 2021.

BACKGROUND

The City's Del Norte Regional Recycling and Transfer Station generates over 30,000 bales of recycling tonnage each year. Baling wire is critical to bundle the recyclables for sale and transport. Baling wire must meet specific standards of 11 gauge galvanized Extra Hi Tensile wire due to the weight of the recycling bales. Most bales weigh between 1,300 and 1,800 pounds; however, some bales, such as those containing aluminum cans, may weigh over two tons.

On March 5, 2018, the City issued a competitive request for bids (RFB) for supply and delivery of material recovery facility baling wire. The RFB was posted on the City's website and on PublicPurchase.com, and an RFB notice was published in the Vida Newspaper. Fifteen vendors were contacted through PublicPurchase.com. An additional eight vendors were contacted directly by staff.

Purchase Order of Baling Wire for Material Recovery Facility

July 10, 2018

Page 2

One vendor submitted a bid by the closing date of March 21, 2018. Due to the domestic market shortage of steel, some vendors chose not to bid in order to maintain steel supply for their current customers. Additionally, this wire is a specialized material that most vendors do not supply. Staff determined ADSEG, Inc. dba Accent Wire-Tie to be a qualified bidder that meets the needs of the City.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The estimated not to exceed amount of \$100,000 has been included as part of the Minor Shop & Field of ER Operating Fund Proposed Budget FY 2018-2019.

ATTACHMENTS:

Attachment A - Purchase Order No. 6828



PURCHASE ORDER
 CITY OF OXNARD
 300 WEST 3RD STREET
 OXNARD, CA 93030

**PURCHASE
 ORDER NO.
 006828**

DATE: 5/2/2018

VENDOR PHONE: (866)883-2246

VENDOR FAX: (281)255-0710

VENDOR #: 19257

VENDOR ADDRESS: ACCENT WIRE PRODUCTS
 10131 FM 2920
 TOMBALL, TX 77375

CCRC
 4/26/18
 REVIEWED

SHIP TO: ENVIRONMENTAL RESOURCES
 DEL NORTE RECYCLING CTR.
 111 DEL NORTE BLVD.
 OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
04/16/2018		0000003888	04/16/2018	GREG WEEKS, SALES MANAGER	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		63163138468134		MARISELA HART	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	MRF BAILING WIRE		
	5,000.00 /		1.0000 400,000.00
	DL		

PURCHASE ORDER TOTAL IS \$400,000.
 \$5,000 IS TO BE SPENT IN FY 17/18
 \$131,666.67 WILL BE SPENT IN FY 18/19
 \$131,666.67 WILL BE SPENT IN FY 19/20
 \$131,666.66 WILL BE SPENT IN FY 19/20

TOTAL PURCHASE AMOUNT

\$400,000.00

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
 Order number above.

AUTHORIZED SIGNATURE. _____

See to the attached terms and conditions of the City of Oxnard

Page 1 of 3

PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.**
006828

DATE: 5/2/2018

VENDOR PHONE: (866)883-2246

VENDOR FAX: (281)255-0710

VENDOR #: 19257

VENDOR ADDRESS: ACCENT WIRE PRODUCTS
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 DEL NORTE RECYCLING CTR.
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DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
04/16/2018		0000003888	04/16/2018	GREG WEEKS, SALES MANAGER	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		63163138468134		MARISELA HART	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
 - ii. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 15

DATE: July 10, 2018

TO: City Council

THROUGH: Alexander Nguyen
City Manager

FROM: Rosemarie Gaglione
Public Works Director

Rosemarie Gaglione

SUBJECT: Utility Rate Assistance Program

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That the City Council:

1. Receive an update on the first year of “Project Assist” that began July 1, 2017;
2. Approve the second year of the utilities rate assistance program called Project Assist, effective July 1, 2018, to assist low-income Oxnard residential customers, and authorize staff to grant financial relief equal to a \$10.00 credit for the monthly utility service charged to customers who meet the eligibility requirements discussed in Resolution No. 15,008, adopted by Council on April 25, 2017; and
3. Authorize staff to direct up to \$100,000 in Fiscal Year 2018-2019 from penalty fees charged to current customers who pay their bills late to fund Project Assist.

BACKGROUND

Unlike utilities regulated by the California Public Utilities Commission (CPUC), cities such as Oxnard are prohibited by state law (Propositions 218 and 26) from funding their financial relief programs with fees from their customers. Thus, the City Council has determined that late payment penalty fees, which are not subject to Propositions 218 and 26, can and have been used to fund Project Assist.

FY 2017-2018 PROGRAM UPDATE

Utility Rate Assistance Program

July 10, 2018

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In January 2016, the City Council authorized City staff to develop an implementation plan for a ratepayers' assistance program. The program was to assist eligible ratepayers in the form of financial assistance to be applied directly to the ratepayers' monthly bills. With the goal of helping customers that need assistance to pay their utility bills without significantly impacting Oxnard's revenues, staff researched a number of options for eligibility and dollar amounts.

On April 25, 2017, staff recommended and received City Council approval to direct a total of \$100,000 from Oxnard customer late payment penalties to fund the first year of a utilities rate assistance program, effective July 1, 2017. Rate assistance was offered on a first-come, first-served basis up to the cap of \$100,000. In order to provide assistance to as many low-income customers as possible, staff recommended the monthly assistance amount be \$10.00 of the total monthly service charge each billing period for customers during the first year. Using this methodology within the limits of the \$100,000 program cap, staff estimated that approximately 883 customers could receive assistance through this program in paying their utility bills.

Project Assist accepted and assisted 392 Oxnard residents within the first ten months of sign-up opportunities, starting in June 2017 and progressing through April 2018. This is 44% of the capacity that could be funded for a full 12-month cycle. Sign-up sessions have been held at the main and south Oxnard libraries, weekdays and weekends, at various times. Some of the first year staff implementation plans that have worked well are accepting only completed applications where the participants know their acceptance status in real time, delivering exceptional customer service by setting aside monthly sessions focusing solely on Project Assist service, and the collaboration between the Public Works Department and City Treasurer's/Utility Billing Office to take the accepted participants from notification letters to the reality of seeing \$10 reductions to their utility bills.

Staff informed potential eligible participants using the following outreach avenues:

- Pipeline, a monthly e-Newsletter (5,000 subscribers)
- Oxnard Facebook page
- City of Oxnard Twitter
- CityWatch TV
- Community Special Events
- City of Oxnard website – monthly bilingual flyer sign-up opportunities promoted
- Oxnard bilingual utility bill messages (over 35,000 accounts)
- Staff presentations at Neighborhood Council meetings, service clubs and community organizations
- Media outreach and internal City outreach at the Treasurer's Utility Billing Center, City Manager's Office, Public Works Administration, and libraries

FY 2018-2019 PLAN

Utility Rate Assistance Program

July 10, 2018

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For Project Assist's second year, staff again proposes that funding from the late payment penalty fees be capped at \$100,000. In FY2018, late payment fees have been assessed in the amount of \$1,048,290 through May. Late payment penalty fees for FY2019 have been budgeted in the amount of \$1,131,950.

Low-income Oxnard residential customers, currently enrolled in Project Assist will need to reapply to the program. The eligibility requirements for the program remain the same as the first year and are listed in Resolution No. 15,008, adopted by Council on April 25, 2017 (Attachment A). A mailing will be sent to current participants to advise them of their need to re-apply to the program. In addition, staff will use the outreach avenues listed above to encourage other potential participants to apply for the program.

This item was taken before the Utilities Task Force on May 3, 2018, which recommended staff proceed to Council to provide an update and obtain funding for the upcoming fiscal year. In addition, UTF members expressed support for an annual application process for both new and current participants to ensure eligibility requirements are met. The UTF also affirmed enhancing the program by expanding Project Assist to multi-family residents meeting the program requirements. One UTF member indicated staff should continue to use assist potential participants who cannot make one of the monthly sign-up sessions by meeting with them individually.

STRATEGIC PLAN

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

FINANCIAL IMPACT

The fiscal impact of implementing Year Two of the Utility Rate Assistance Program Project Assist is the expenditure of \$100,000 from the utility late payment penalty account and staff resources to implement and operate the program. This is approximately 9% of the utility penalty fee budgeted for FY2019. This program does not affect the utility rates charged to customers.

ATTACHMENTS:

Utility Rate Assistance Program

July 10, 2018

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Attachment A - Resolution No. 15,008 Adopting a Utility Rate Assistance Program

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 15,008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ADOPTING A UTILITY RATE ASSISTANCE PROGRAM

WHEREAS, the City of Oxnard provides water, wastewater, and solid waste services to residents and businesses within the community; and

WHEREAS, clean water and good sanitation are essential to public health and safety and improve the quality of life of residents; and

WHEREAS, ratepayers must meet the certain eligibility criteria to receive the financial assistance from the City; and

WHEREAS, the City may fund a rate assistance program using discretionary funds, voter-approved special taxes, donations from citizens and businesses, grant funding or interest revenue from the City's general fund; and

WHEREAS, the City Council desires to adopt a utility rate assistance program.

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

1. The foregoing recitals are true and correct.
2. Adoption of Program. The Utility Rate Assistance Program (Program) that is further explained in Exhibit A, which is attached hereto and incorporated herein by this reference, is hereby adopted. The City Manager is authorized to take all administrative actions necessary to implement the Program and to make non-substantive modifications that may be necessary for the Program's operation.
3. If any section, sentence, clause or phrase of this Resolution or exhibit thereto is determined to be invalid, illegal or unconstitutional by a decision or order of any court or agency of competent jurisdiction, then such decision or order will not affect the validity and enforceability of the remaining portions of this Resolution. The City Council declares that it would have adopted the Resolution, and each exhibit, section, sentence, clause or phrase thereof, regardless of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

4. CEQA. According to Section 15378 of Title 14 of the California Code of Regulations, the California Environmental Quality Act (CEQA) defines a "project" as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The term does not apply to general policy and procedure making that does not have the potential for resulting in a direct, or a reasonably foreseeable indirect, physical change in the environment. The Program is a policy and procedure making that does not have the potential for resulting in a direct, or a reasonably foreseeable indirect, physical change in the environment as it does not build, install, demolish or otherwise affect land use. Since this is not considered a "project" under CEQA, no further environmental review is required.

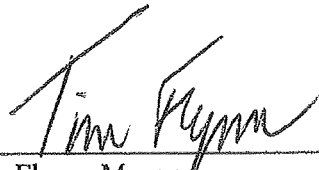
PASSED AND ADOPTED THIS 25th day of April, 2017, by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald, Perello and Madrigal.

NOES: None.

ABSENT: None.

ABSTAIN: None.



Tim Flynn, Mayor

ATTEST:



Michelle Ascencion, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

Exhibit A

Utility Rate Assistance Program (Program)

1. **Program Description.** The City shall provide the Utility Rate Assistance Program (Program) to eligible ratepayers in the form of financial assistance to be applied directly to the ratepayers' monthly bill.

The proposed financial assistance amount is subject only to the restrictions of adequate Program funding. If the discount amount is greater than the ratepayers' monthly bill amount, the discount will only be applied to the monthly bill amount and no credit will be provided to the ratepayer for the overage.

2. **Notices.** Community outreach efforts will be used to notify the public about the Program and the positive impact it will have on the community by helping to ensure the eligible ratepayers have access to this vital resource.

3. **Application.** Eligible ratepayers wishing to participate in the Program must complete a written application and declaration of eligibility. Based on this application, City staff will determine whether the ratepayer is eligible to participate in the Program.

4. **Eligibility.** Funds shall only be applied to utility accounts with the City on behalf of ratepayers who meet all the following criteria:

5. Each household or single ratepayer may be eligible for financial assistance equal to \$10.00 of the monthly utility charge for customers who qualify for financial assistance.

TWO WAYS TO QUALIFY

1. If a person in the household receives benefits from any of these programs:

- Medi-Cal / Medicaid
- Medi-Cal for Families A & B
- Women, Infants and Children (WIC)
- CalWORKs (TANF)¹ or Tribal TANF
- Head Start Income Eligible - Tribal Only
- Bureau of Indian Affairs General Assistance
- CalFresh (Food Stamps)
- National School Lunch Program (NSLP)
- Low-Income Home Energy Assistance Program (LIHEAP)
- Supplemental Security Income (SSI)
- Includes Welfare-to-Work

2. Total median income for all persons in your household meets the following income guidelines:

Household Size	Income Eligibility Upper Limit
1-2	\$32,040
3	\$40,320
4	\$48,600
5	\$56,880
6	\$65,160
7	\$73,460
8	\$81,780
Each Additional Person	\$8,320

These income guidelines will be updated annually and are based on California Alternate Rates for Energy (CARE) eligibility criteria for a low-income family.

*Includes current household median income from all sources before deductions.

Total household income is from all revenues, from all household members, from whatever sources derived, including but not limited to: wages, salaries, interest, dividends, spousal and child support payments, public assistance payments, Social Security and pensions, rental income, income from self-employment and all employment-related non-cash income.

If a customer is recently unemployed, the household income will be calculated from the date of unemployment. All other provisions on determining income, described above, still apply.

Conditions for Participation: Eligibility in the CARE (California Alternative Rates for Energy) Program with Southern California Edison or Southern California Gas

- The utility bill must be in the name of the ratepayer and the address of the ratepayer must be the primary address.
- The customer cannot be claimed as a dependent on another person's income tax return other than a spouse.
- A customer must recertify an application when requested.
- A customer must notify the City of Oxnard within 30 days if no longer qualifies for assistance.
- A customer may be asked to verify eligibility for CARE, the ratepayers' assistance program.

3. Verification of eligibility can be any of the following forms of documentation:

- a. Proof of Residency: rental or lease agreements; mortgage statements; property tax bills.
- b. Proof of Age and Identification: Current California driver's license, passport or other government-issued identification.
- c. Proof of Income and Head of Household Status: Federal income tax returns.
- d. Proof of Accountholder Status and Usage: Most recent utility bill.
- e. Must reside in the applicable single-family residential structure, or a condominium or townhome unit and be the residential utility account holder of record for utility services at the date of application or the designated head of household of the applicable residential location;
- f. Must meet City water usage qualifications by using less than an average of 9 hundred cubic feet (HCF) of water per month over the prior twelve months or from the date of initiation if account is less than twelve months;

4. Only one discount shall be applied per household.

5. First-come, first-served. The City will apply existing funding for this Program on a first-come, first-served basis. The City cannot guarantee that at any time there will be adequate funds for all eligible applicants.

6. Annual Review. The Program and all applications shall be reviewed on an annual basis for continued funding resources and each ratepayer's eligibility standards.

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Public Hearing

AGENDA ITEM NO.: 1

DATE: July 10, 2018

TO: City Council

THROUGH: Alexander Nguyen
City Manager

FROM: Ashley Golden
Development Services Director

SUBJECT: Appeal of Planning Commission's Decision on Planning and Zoning Permit No. 17-400-04 (Coastal Development Permit); Beachfront Residence at 1125 Capri Way (APN191-0-091-045). (15/10/10)

CONTACT: Ashley Golden, Development Services Director
Ashley.Golden@oxnard.org, (805) 385-7882

RECOMMENDATION:

That City Council adopt a resolution upholding the Planning Commission's approval of Planning and Zoning Permit No. 17-400-04 (Coastal Development Permit), subject to certain findings and conditions set forth in Planning Commission Resolution No. 2018-11.

BACKGROUND

On May 17, 2018, the Planning Commission held a public hearing to consider a request for the construction of a new single family residence on a 6,328 square foot beachfront lot located at 1125 Capri Way (Lot 235 of Tract 1277-1) within the Oxnard Shores Neighborhood.

At this meeting, the Planning Commission unanimously approved (6-0, with one Commissioner absent) a Coastal Development Permit for the demolition of an existing 1,800 square foot, single story residence and the construction of a two-story, 5,028 square foot single-family residence on the subject parcel. The project has been designed in accordance with all Residential-Beach Front (RBF) zoning provisions. At this meeting, the Planning Commission asked questions pertaining

Appeal PZ 17-400-04 (CDP); Beachfront House at 1125 Capri Way (15/10/10)

July 10, 2018

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to: prior Coastal Commission correspondences on the property and stringline; square footage of the house compared with other existing homes; the Oxnard Shores Settlement Agreement; potential for views to be blocked as a result of the project; property use as a short term rental; and the project's compliance with the City coastal regulations. "Stringline" is generally defined as a development standard used to establish beachfront structure setbacks. Three members of the public attended the meeting regarding the project.

At the January 22, 2018 Community Workshop for the project, three members of the public attended and asked questions pertaining to the type of environmental review to be conducted for the project, and how the new single family home would compare to the current single story home (see Attachments B, C, and D - May 17, 2018 Planning Commission Staff Report, Resolution of Approval, and PowerPoint, respectively). The attached Planning Commission staff report and related attachments provide comprehensive information regarding the project and its compliance with all zoning and land use development standards.

On May 29, 2018, David Grant ("Appellant") appealed the Commission's approval on the grounds that: the City has a development building line or "stringline" and maps to reflect this policy and the policy was not applied on the 1125 Capri Way approval; the proposed project would result in coastal flood and safety concerns as a result of the proposed design; and that the building square footage would impact views and degrade the integrity and character of the Residential Beach Front (RB-F) Coastal Zone (see Attachment E - David Grant Appeal dated May 29, 2018).

ANALYSIS

On June 12, 2018, in response to the appeal, the applicant's representative submitted the attached response (see Attachment F - Theodore Schneiders & Associates, June 12, 2018). Staff's response to the appeal statements is contained below:

- *The City has a "stringline" policy and maps to reflect the limits by which homes can extend on the seaward side.*

In September 1960, the subject lot was subdivided and recorded as 45.20 feet wide by 140 feet in depth (45.20' x 140'). The existing single story single family residence was constructed in 1971 and the house extends 125 feet west (ocean side) from Capri Way; in addition, the existing house has a deck that extends an additional 13 feet to the west.

In 1989, the Oxnard Shores Settlement Agreement (the Settlement Agreement) established new seaward property lines for undeveloped parcels in the Oxnard Shores area. Under the terms of the Settlement Agreement, Tract 4380 was resubdivided to create vertical pedestrian pathways for beach access. In addition, vacant lots were generally required to dedicate on average 20 feet of land on the seaward side of each oceanfront lot. The final tract map also created parcels of land along certain sections of the beach and around specific residential lots, thus establishing public recreational uses

and lateral beach access for the public's benefit.

The terms of the Settlement Agreement did not, however, apply to lots that were already developed with homes. Lots which had existing structures on them when the Settlement Agreement was adopted are outside the purview of the Settlement Agreement. Because the existing house at 1125 Capri Way was constructed prior to the effective date of the Settlement Agreement, the parcel is not subject to the seaward restrictions on the build to line imposed by the Settlement Agreement.

"Stringline" is generally defined as a development standard used to establish beachfront structure setbacks. The City's Local Coastal Program (LCP) and Coastal Zoning Ordinance do not contain a stringline definition nor do these documents contain any requirement for beachfront structure setbacks other than those imposed as part of the Settlement Agreement, which is not applicable to the subject property.

The Appellant states that maps identify a stringline. These maps are not formally approved City maps but informal maps prepared by an anonymous source for which the word "stringline" is handwritten on the maps. The stringline reference is not contained in the Settlement Agreement and is not identified on any City approved document or map.

Additionally, the Appellant references a prior approval on 935 Mandalay Beach Road (Planning and Zoning Permit No. 13-400-04). This 188 foot lot was not subject to the Settlement Agreement. In this instance, as a result of discussions with adjacent neighbors and the California Coastal Commission, the applicant agreed to grant a 53 foot seaward land dedication for public access. This resulted in the property owner voluntarily reducing the development envelope for the subject lot to 135 feet to closely match the development envelope or lot depth of adjacent neighbors (125 feet to the north and south, respectively) as a way to ensure that the coastal views of adjacent residences were not negatively impacted. In doing this, the property owner voluntarily agreed to a defacto stringline.

- *The proposed project will result in coastal flooding and safety concerns as a result of the proposed design.*

As part of the City's building permit review requirements, a wave run up study is required. This study utilizes coastal engineering data and engineering assumptions to develop coastal engineering design requirements. The City's Deputy Building Official reviewed the preliminary Coastal Wave Run up study and determined that the project met all of the City's requirements and would not result in coastal flooding.

- *The building square footage will impacts views and degrade the integrity and character of the Residential Beach Front (RB-F) Coastal Zone.*

The subject lot extends 20-feet beyond the two neighboring lots directly to the north and

Appeal PZ 17-400-04 (CDP); Beachfront House at 1125 Capri Way (15/10/10)

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south of the subject lot. As discussed previously, this is because the lot was not a part of the Settlement Agreement. The proposed footprint and building square footage complies with all Coastal Zoning Ordinance requirements. Further, the design of the building considers adjacent neighbor views with second floors being designed with open plexi-glass panels and structural supports to maximize the see-through nature of north and south views. The project has been designed in accordance with all R-BF zoning provisions.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

There is no estimated financial impact to the current FY 2018-2019 budget. The project will be subject to payment of applicable development and impacts fees and development will contribute to future property tax revenues.

ATTACHMENTS:

Attachment A: CC Reso_# _ CDP

Attachment B: PC Staff Report

Attachment C: PC Resolution No. 2018-11

Attachment D: PC PowerPoint _Hearing May 17, 2018

Attachment E: Appeal Request

Attachment F: Letter by Schneiders & Assoc

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD UPHOLDING PLANNING COMMISSION APPROVAL OF PLANNING AND ZONING PERMIT NO. 17-400-04 (COASTAL DEVELOPMENT PERMIT) TO DEMOLISH AN EXISTING 1,800 SQUARE FOOT, SINGLE-STORY BEACHFRONT RESIDENCE AND CONSTRUCT A TWO-STORY, 5,028 SQUARE FOOT SINGLE-FAMILY RESIDENCE WITH AN ATTACHED FOUR-CAR GARAGE ON A 6,328 SQUARE FOOT BEACHFRONT LOT LOCATED AT 1125 CAPRI WAY. THE SITE IS ZONED BEACHFRONT RESIDENTIAL (R-BF) AND IS LOCATED WITHIN THE OXNARD SHORES NEIGHBORHOOD. FILED BY MARTHA PICCIOTTI, ARCHITECT, ON BEHALF OF JREJ MANDALAY PROPERTIES, LLC, 404 N. CATALINA STREET, VENTURA, CALIFORNIA 93001.

WHEREAS, on May 17, 2018, the Planning Commission adopted Resolution No. 2018-11, approving Planning and Zoning Permit No. 17-400-04 (Coastal Development Permit), to demolish an existing single-story residence and construct a two-story, 5,028 square foot single-family residence on a 6,328 square foot beachfront lot, located at 1125 Capri Way (APN191-0-091-045) (the "Project"), filed by (the Applicant); and

WHEREAS, the City Council has considered the appeal of the Planning Commission's decision filed by David Grant, and carefully reviewed the decision of the Planning Commission; and

WHEREAS, the City Council has conducted a hearing and received evidence in favor of and in opposition to the application for a Planning and Zoning Permit No. 17-400-04 (Coastal Development Permit); and

WHEREAS, the City Council finds that the proposed site, and the design and improvement of the development requested are consistent with the 2030 General Plan; and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning Commission completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a categorical exemption.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to uphold Planning Commission Resolution No. 2018-11, including all the findings contained therein, and approves Planning and Zoning Permit No. 17-400-04 (Coastal Development Permit), subject to the conditions set forth in Planning Commission Resolution No. 2018-11.

Resolution No.
PZ 17-400-04 (CDP)
July 10, 2018
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PASSED AND ADOPTED this 10th day of July 2018, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



PLANNING COMMISSION STAFF REPORT

TO: Planning Commission

FROM: Juan Martinez, Associate Planner

DATE: April 19, 2018

SUBJECT: Planning and Zoning Permit No. 17-400-04 (Coastal Development Permit), New Beachfront Residence at 1125 Capri Way (APN191-0-091-045).

- 1) **Recommendation:** That the Planning Commission adopt a resolution approving Planning and Zoning Permit No. 17-400-04 (Coastal Development Permit), subject to certain findings and conditions.
- 2) **Project Description and Applicant:** A request to demolish an existing 1,800 square foot, single story home and construct a two-story, 5,028 square foot single-family house with an attached four-car garage on a 6,328 square foot beachfront lot. The Beachfront Residential (R-BF) zoned lot is located at 1125 Capri Way, within the Oxnard Shores Neighborhood. For the purposes of this Staff Report, the foregoing project description shall be referred to as the **"Project."** Filed by Martha Picciotti, Architect, on behalf of JREJ Mandalay Properties, LLC, 404 N. Catalina Street, Ventura, California 93001 (the **Applicant**").
- 3) **Existing & Surrounding Land Uses:** The existing developed site is also known as Lot 235 of Tract 1277-1. The 6,328 (.15-ac) square foot lot is zoned Beachfront Residential (RB-F) and is located in the Oxnard Shores Neighborhood.

The following table summarizes the land uses and zoning designation of the Project site and adjacent properties, which are also illustrated on Attachment A:

LOCATION	ZONING	GENERAL PLAN	EXISTING LAND USE
Project Site	Beachfront Residential (R-BF)	Residential Existing (REX)	Single-Family House Beachfront
North	Beachfront Residential (R-BF)	Residential Existing (REX)	Vacant Beachfront
South	Beachfront Residential (R-BF)	Residential Existing (REX)	Single-Family House Beachfront
East	Single-Family Beach (R-B-1)	Residential Existing (REX)	Single-Family House
West	Coastal Recreation (RC)	Recreational Area (REC)	Pacific Ocean Beach

PZ 17-400-04 (CDP)

April 19, 2018

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- 4) Background Information:** The subject lot was subdivided and recorded (September 1, 1960) as Lot 235 of Tract 1277-1 and it is 45.20-feet wide by 140-feet in depth. The existing single-story family house was constructed in 1971 and the house extends 125-feet from Capri Way towards the Pacific Ocean or westerly. In addition, the house has an existing deck that extends an additional 13-feet to the west (ocean-side). The house was constructed prior to the Coastal Act, Local Coastal Program (LCP) and approval of the Oxnard Shores Settlement Agreement ("Settlement Agreement") for Tract 4380 (November 1989), which established seaward property lines for those parcels that were a part of the Settlement Agreement. Pursuant to the Settlement Agreement, Tract 4380 re-subdivided the undeveloped lots along the beach to create vertical pedestrian pathways for beach access. Through recordation of a Final Tract Map (4380), vacant lots that developed were required to dedicate on average 20 feet of land on the seaward side of the lot. The Final Tract Map also created parcels of land along the beach and around residential lots, establishing public recreational uses and lateral beach access for the benefit of the public. Public access lots are posted for public use and were dedicated to the State Lands Commission. Pursuant to the Settlement Agreement, the majority of the lots dedicated to the State Lands Commission were on average 20 feet shorter than the average already developed lots that were excluded and not a part of the Settlement Agreement; these lots were between 30 to 45-wide.

On August 15, 2003, the California State Lands Commission accepted and recorded an irrevocable Public Access Easement along the first five feet of the westerly (seaward) property side. The public access easement was required by the California Coastal Commission (CCC) as a condition of approval for a Coastal Development Permit (CDP) which approved in and around 1987. This CDP was for the construction of a second story addition over a detached garage.

On September 11, 2017, the Applicant submitted a land use application for the subject Coastal Development Permit to demolish the existing residence and construct the proposed two-story, single-family home on the subject site.

- 5) Environmental Determination:** In accordance with Section Nos. 15301 (Class 1) and 15303 (Class 3) of the State California Environmental Quality Act (CEQA) Guidelines, projects involving "existing facilities" and "new construction... of small structures" may be found to be exempt from the requirements of the CEQA. The demolition of a single-family residence is specifically exempt under Section 15301 (l) and the construction of one single-family residence is specifically exempt under section 15303(a) of CEQA. Therefore, staff has determined that there is no substantial evidence that the project will have a significant effect on the environment (see Attachment B).

PZ 17-400-04 (CDP)

April 19, 2018

Page 3

6) Analysis:

- a) General Discussion:** Pursuant to Section 17-25(C)(1) of the Coastal Zoning Ordinance and the Oxnard Shores Settlement Agreement, construction of single-family dwellings within the Beachfront Residential (R-BF) zone on lots that are not part of the Oxnard Shores Settlement Agreement are subject to approval of a Coastal Development Permit by the Planning Commission.
- b) Oxnard Local Coastal Plan Consistency:** The 2030 General Plan designation for the site identifies the project site and the Oxnard Shores Neighborhood as Residential Existing (REX). The proposed site use is single-family on an existing lot of record consistent with the density indicated by the land use designation, and consistent with surrounding development; therefore, the project is consistent with the Coastal Land Use Plan Policies.

COASTAL ACT POLICIES (CAP) AND LOCAL COASTAL POLICIES (LCP)		
CAP OR LCP	SUMMARY	RESPONSE
CAP #30250	New development shall be located within, contiguous with, or in close proximity to existing developed areas able to accommodate it.	The Project is within the Oxnard Shores Neighborhood area of the Local Coastal Plan. This community is within an approved residential area designated for urban, residential in-fill development. The surrounding area has single-family homes on similarly sized lots. Therefore, the project is consistent with this policy.
CAP #30251 LCP No. 37	Permitted development shall be sited and designed to protect views to and along the ocean and scenic coastal areas, to minimize the alteration of natural land forms, and to be visually compatible with the character of the surrounding areas. (CAP#30251) All new development in the coastal zone shall be designed to minimize impacts on the visual resources in the area. (LCP#37)	The Project is immediately adjacent to the ocean and is located within a designated scenic coastal area. The Project is proposed on an existing subdivided lot and the Project's design complies with the development standards of the R-BF zone. Therefore, the project is consistent with this policy.
LCP No. 3 (Page III-5)	All urban development shall be restricted to the area within the urban-rural boundary, as defined by Map 1 and the Land Use Map."	The subject property is within the area noted as urban by Map 1 in the Coastal Land Use Plan, and the Land Use Map specifically notes that urban residential uses are concentrated in the Oxnard Shores area (page II-1). Therefore the Project is consistent with this policy.
LCP No. 6 (Page III-10)	Identifies the type of uses permitted in areas designated as environmentally sensitive.	The subject property is not in an area that is designated as environmentally sensitive, there is no sensitive habitat or native vegetation on-site, and there are no wetlands in the vicinity of the proposed development. Therefore the Project is consistent with this policy.
LCP No. 39 (Page III-24)	All applications for grading and building permits and subdivisions shall be reviewed for threats from hazards such as seismic activity,	Beachfront properties are subject to threats from seismic activity, liquefaction, tsunami run-up, beach erosion, and storm wave run-up. A <i>Coastal Hazard & Wave Runup Study</i> (GeoSoils, Inc., July 28, 2017) was prepared for

PZ 17-400-04 (CDP)

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	liquefaction, tsunami run-up, seiche, beach erosion, flood, storm wave run-up, and expansive soils. Geologic reports may be required in known hazard areas. Appropriate measures shall be applied to minimize threats from any hazards.	the Project. The residential structure will be constructed on driven piles and elevated above any elevated above the storm wave runup threat. Additionally, the structure will be engineered to comply with the California Building Code, and all recommendations made in the soils report will be incorporated to address potential threat of natural hazards to the maximum amount possible. Therefore the Project is consistent with this policy.
LCP No. 40 (Page III-25)	If new development is located within the 100-year flood and storm wave run-up area...it shall be designed and engineered to withstand the effects of the flooding and wave run-up without the use of seaways or other protective structures...Any person developing property within the 100-year flood line shall agree to indemnify and hold the City harmless from any liability or damages resulting from the construction of his development.... Any development located on the beach shall be designed to assure lateral access."	The structures will be elevated high enough on the piles to allow storm waves to run under and around the occupied structure. In the event of a storm event with significant wave run-up, this design will prevent the need for protective devices, such as rock or concrete armoring. Therefore, the development would not block lateral access along the coastline. Given that every structure along the coast is inherently prone to natural hazards such as catastrophic storm events and tsunami, the City of Oxnard requires that the developer agree to indemnify and hold harmless from any liability (see Conditions of Approval). Therefore the Project is consistent with this policy.
LCP No. 72 (Page III-53)	Public access to and along the shoreline and the Inland Waterway shall be required as a condition of permit approval for all new developments between the shoreline and the first public roadway inland from the shore, except as provided...Exceptions for vertical access-ways may be made when adequate vertical access exists nearby (500 feet)."	The Project is proposed on an existing subdivided lot that is located between two vertical access ways that are approximately 90-feet away in either direction along Capri Way. The access ways are unobstructed and will permanently serve as access paths to the beach and shore. Therefore, the Project is not required to dedicate or provide vertical access-ways. Vertical and horizontal access to the public beach will not be affected by the Project. Therefore the Project is consistent with this policy.

- c) Conformance with Zoning Development Standards:** The proposed Project is subject to the policies and the development standards of the R-BF coastal zoning ordinance, and the Coastal Land Use Plan. The proposed residential development has been reviewed in accordance with the development standards listed Section 17-25 of the R-BF:

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES ?
Minimum & Maximum Bottom of Structure §17-25(D)(1)	The minimum elevation of the bottom of the lowest structural member shall be +14' NGVD, or 1' above the calculated maximum wave runup or wave crest elevation, whichever produces the highest elevation. The maximum elevation of the bottom shall be +17' National Geodetic Vertical Datum (NGVD).	The bottom of the lowest structural member is +17' NGVD, which is consistent with the recommendations found in the <i>Coastal Hazard & Wave Runup Study</i> for the Project site by GeoSoils, Inc., dated July 28, 2017.	YES
Maximum Height §17-25(D)(2)	For lots wider than 33 feet, two-stories, not to exceed 25 feet from the bottom of the lowest shore parallel horizontal structural member to the highest roof peak of the roof.	25-feet from the bottom of the lowest shore parallel horizontal structural member	YES

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DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES ?
Garage Floor Elevation §17-25(D)(3)	Minimum + 13.0-feet NGVD	+13.0-feet NGVD	YES
Minimum Lot Width §17-25(D)(4)	30-feet	45-feet (existing) Lot 235 of Tract 1277	YES
Front Yard Setback §17-25(D)(4)(b) (Ocean Side)	0-feet	5-feet (Public Access Easement; California State Lands Commission, Recorded August 15, 2003) 5-feet: Columns and deck above 8-feet: Second floor columns/ bedroom on second floor 15-feet: House on first level	YES
Rear Yard Setback § 17-25(D)(5)(b)(ii) (Capri Way)	15' to structure with minimum 20' to center of garage door	16-feet to structure (2 nd floor); 20' min. to center of garage door.	YES
Side Yard Setbacks §17-25(D)(6)	5-feet	5-feet	YES
Off-Street Parking §16-622(F)	20' x 20' 2-car garage	Approx. 34' 'x 34' 4-car garage provided	YES

- d) Site Design:** The subject property is rectangular in shape (45-feet X 140-feet) with direct access off Capri Way. The proposed new home will maintain the five foot easement on the westerly/seaward side of the property (front).

The first floor of the proposed new home extends 125-feet towards the Pacific Ocean and a proposed deck with support columns over four pilings to support a second floor deck and floor above will extend an additional 10-feet. The columns and overhead structures will not encroach over the five-foot Public Access Easement area that was dedicated to the California State Lands Commission.

The street side of the project includes landscaping planter boxes on both side of the driveway. The Project proposes two Washingtonia Robusta palm trees along the street side of the lot and no landscaping is required along the sides and ocean side of the property. (See Attachment C)

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- e) **Circulation and Parking:** Vehicular access to the single-family house will be via an existing driveway off Capri Way. The attached garage will accommodate vehicle parking for up four cars. The double wide garage door will include side by side parking with a third space designed for tandem parking and the fourth parking space will be within the single one-car garage door on the right side. In addition, the front driveway will accommodate for three additional tandem-parking vehicle stalls. The inter-locking pavers will provide access from Capri Way to the front door and garage area/driveway parking.
 - f) **Building Design:** The proposed two-story house incorporates architectural design elements that combine 6-inch hardy panel lap siding and board and batten siding. Architecturally, the building's design and colors will be complementary with and blend-in with adjacent properties.
 - g) **Floor Plan:** The floor plan is comprised of five bedrooms, five baths, a media room, and a great room, which combines the kitchen, dining and living room on the ocean side of the first floor.
- 7) **Development Advisory Committee:** Development plans were referred to various City Departments and members of the Development Advisory Committee (DAC) for review and comment. Recommended conditions have been incorporated into the attached resolution.
- 8) **Community Workshop and Public Input:** On January 10, 2018, the applicant mailed 1,648 notices of the Community Workshop meeting to all property owners within the Oxnard Dunes Neighborhood. The Community Workshop was conducted at 6:00 p.m. Monday, January 22, 2018. The agenda was comprised of four agenda items and approximately 60 persons from the community attended the meeting. Three persons spoke on the subject project. Two issues were raised at the meeting. One community member asked if the project triggered environmental review for potential impacts to the community. Staff indicated that the project was exempt from CEQA because it met the State CEQA exemption standards. An exemption was further warranted because all impacts can be mitigated through the imposition of standard conditions of approval. Two others spoke and asked if the new home was being rebuilt to extend beyond the footprint of adjacent homes. The architect described the project's design and stated that the new home is designed to meet all development standards of the zone. Staff further explained that there were no City restrictions for requiring the development to meet additional setback standards beyond what is required in the R-BF zoning district.
- 9) **Issues for Commission Consideration:** On January 22, 2018, the Planning Division received an anonymous letter from an Oxnard Shores Homeowner who was not able to attend the Community Workshop. The homeowner indicated that they are not opposed to the construction of the new single family home. However, the homeowner stated that the proposed residence

PZ 17-400-04 (CDP)

April 19, 2018

Page 7

should be built to be in-line with the same westerly (“beach setback”) which exists to the north and south.

The adjacent southerly property owner also expressed concern with the proposed new single family residence because after demolition of the current house, the westerly building elements will extend further toward the Pacific Ocean (1). The subject parcel is not a part of the Settlement Agreement, and is subject to the development standards contained in the R-BF zoning district. This means that construction on the subject parcel can occur further to the west (“beachside”) than what would be permitted for lots which are a party to the Settlement Agreement. The Project does maintain the five foot easement that was dedicated and accepted by the Coastal Lands Commission (August 15, 2003). The driven piles and no portion of the house will be permitted to encroach into or over the five-foot easement.

On February 21, 2018, in response to concern from the southerly property owner City Staff met with staff from the CCC regarding the proposed project. The CCC recognizes that City does not have an adopted policy that restricts lots that were not a party to the Oxnard Shores Settlement Agreement. However, CCC staff recommended that Planning Staff review relevant sections of the City’s LCP and the Coastal Act (Sections: 30210, 30211, 30251 and 30253). These sections pertain to public access, both physical and visual, and regulate the ability to block such access. The City cannot require and restrict seaward setbacks when the proposed development is found to be in compliance with the development standards of the underlying zoning district (R-BF zone), and the project is in compliance with the City’s LCP and Coastal Act requirements. Although, the proposed new structure will extend 15-feet past the adjoining two lots, the project is designed to meet the R-BF zoning ordinance standards. The architect’s design incorporates transparent elements such as glass and open decks within the 15-foot projection and no part of the structure will project over the five-foot easement along the westerly beach side.

10)Appeal Procedure: In accordance with Section 17-58(J) of the City Code, if an appeal to the City Council is not filed within 10 working days of the Planning Commission's decision, the decision of the Planning Commission shall be considered final and a Notice of Final Action shall be filed on the 11th working day with the CCC. Appeal forms may be obtained from the City Clerks Office and must be submitted with the appropriate fees before the end of the appeal period. The City Council’s decision is appealable to the CCC.

1. The subject lot is 140-feet in depth. It is located between two settlement lots which are both 120-feet in depth. The new house on the southerly lot (1131 Capri Way) was completed in February 2016 and the northerly lot (1121 Capri Way) is currently vacant.

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April 19, 2018

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Attachments:

- A. Maps (Vicinity, General Plan, and Zoning)
- B. Notice of Exemption
- C. Reduced Development Project Plans
- D. Resolution of Approval PZ No. 17-400-04 (Coastal Development Permit)

Prepared by: _____

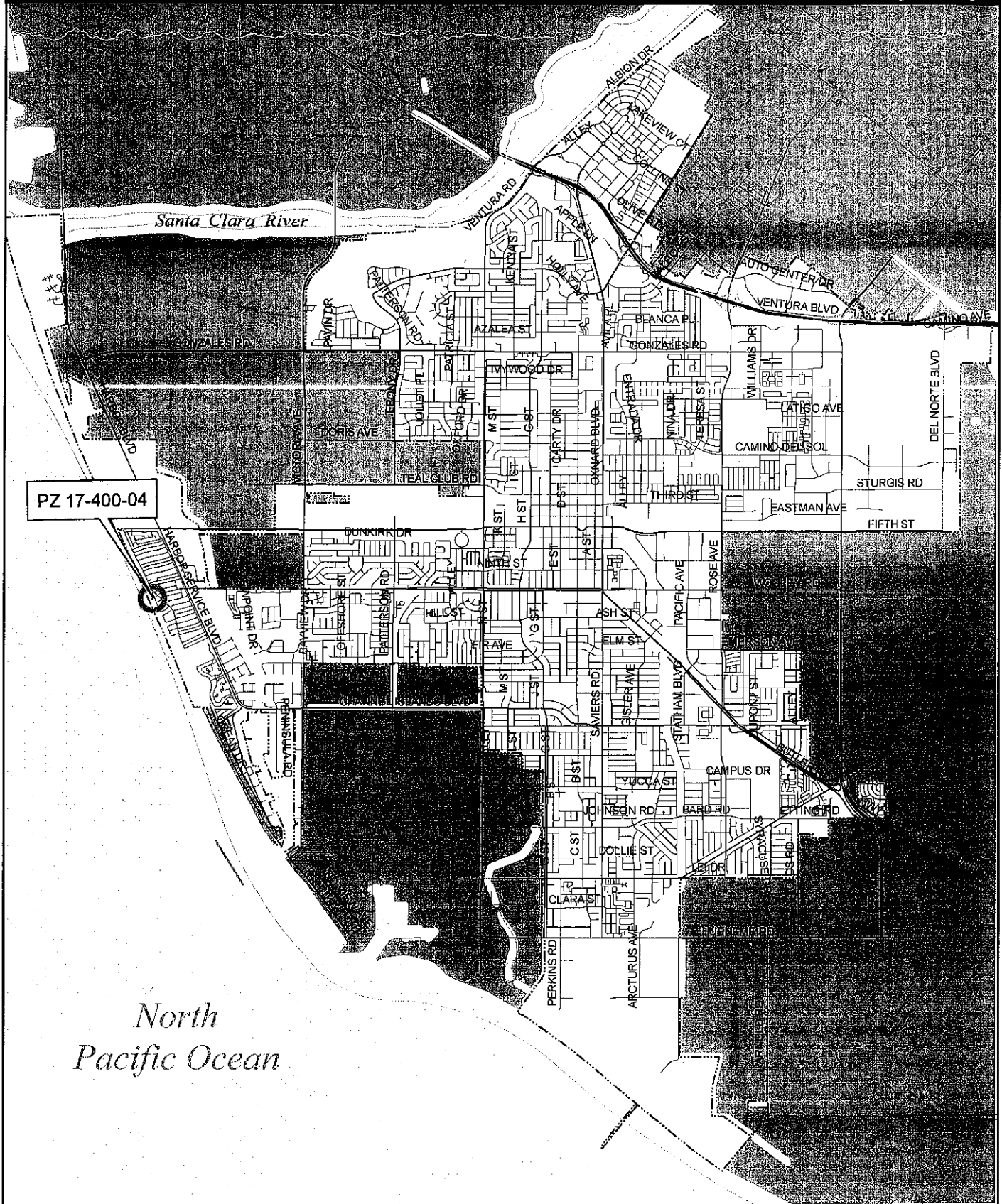
JM
JM

Approved by: _____

KM
KM

**ATTACHMENT
A
MAPS
(VICINITY, GENERAL PLAN, ZONING MAP)**

Vicinity Map



CITY OF
OXNARD
CALIFORNIA
Oxnard Planning
January 11, 2018

PZ 17-400-04
Location: 1125 Capri Way
APN: 1910091045
Weiss Residence

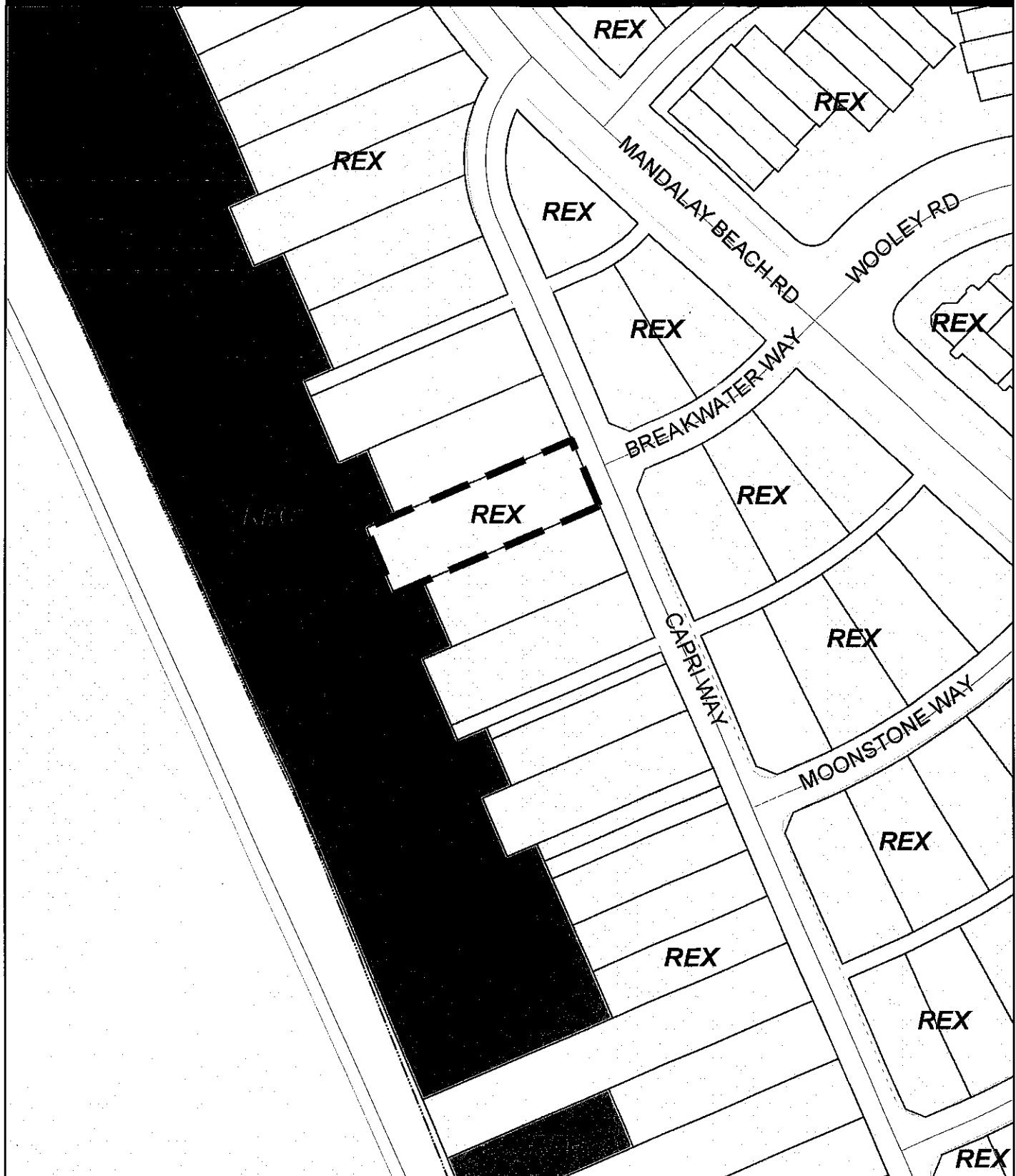
Vicinity Map

0 0.5 1 1.5 2 Miles



1:70,000

2030 General Plan Land Use Map



Oxnard Planning
January 11, 2018

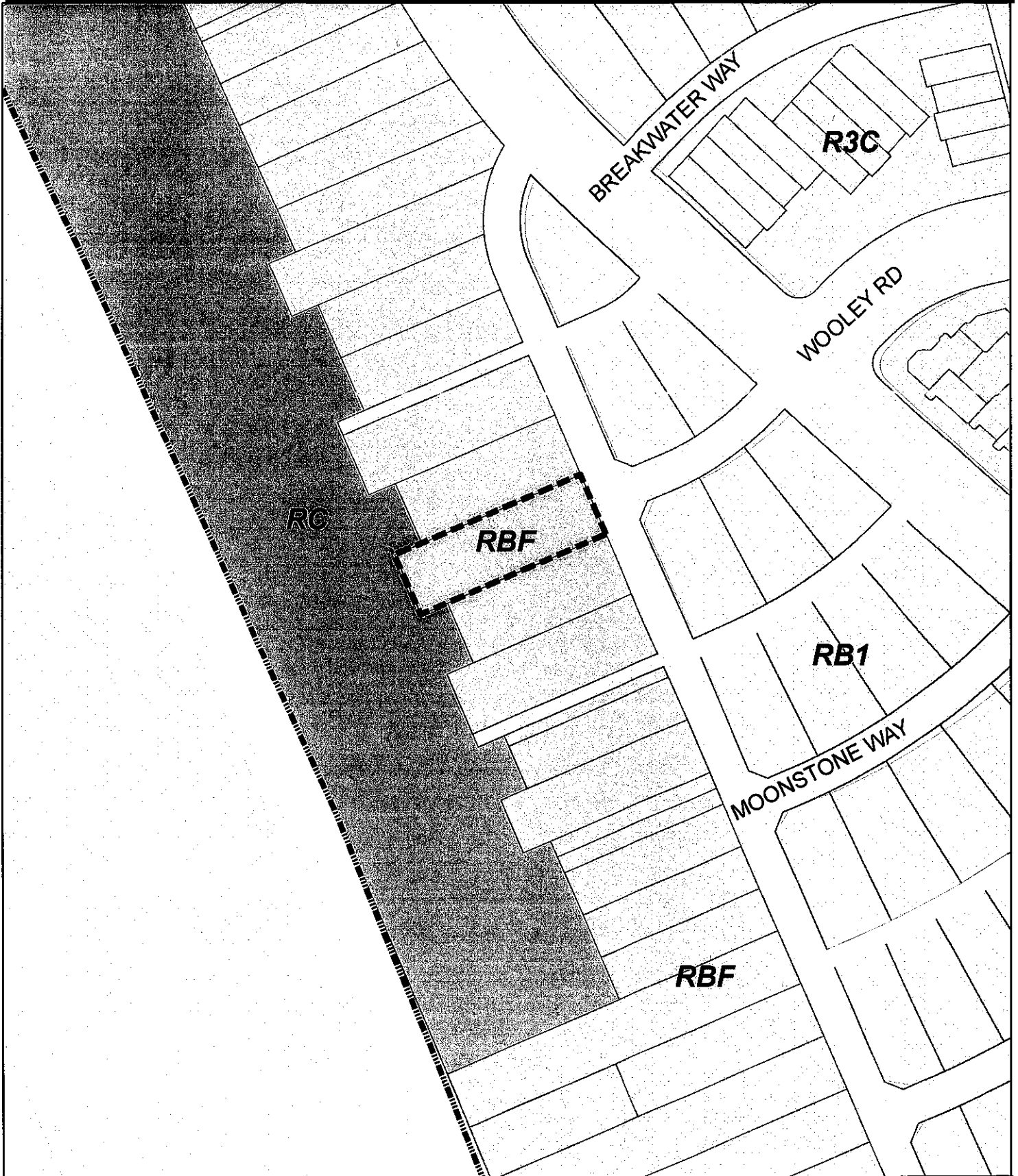
PZ 16-400-01
Location: 1651 S Victoria Ave
APN: 188031004
Verizon
0 12.5 50 75 100 Feet

2030 General Plan Land Use Map



1:1,000

Zoning/Specific Plan Map



Oxnard Planning
January 11, 2018

PZ 17-400-04
Location: 1125 Capri Way
APN: 1910091045
Weiss Residence
0 25 50 75 100 Feet

Zoning/Specific Plan Map



1:1,100

ATTACHMENT B

NOTICE OF EXEMPTION

OXNARD PLANNING DIVISION
214 SOUTH C STREET
OXNARD, CALIFORNIA 93030



NOTICE OF EXEMPTION

Project Description:

Planning and Zoning Permit No. 17-400-04 (Coastal Development Permit), a request to demolish an existing 1,800 square foot, single-story beachfront house and construct a two-story, 5,028 square foot single-family house with an attached four-car garage on a 6,328 square foot beachfront lot. The Beachfront Residential (R-BF) zoned lot is located at 1125 Capri Way within the Oxnard Shores Neighborhood. Filed by Martha Picciotti, Architect, on behalf of JREJ Mandalay Properties, LLC, 404 N. Catalina Street, Ventura, California 93001 (the Applicant”).

Finding:

The Planning Division of the Development Services Department of the City of Oxnard has reviewed the above proposed project and found it to be exempt from the provisions of the California Environmental Quality Act (CEQA).

- ☐ Ministerial Project
- ☒ Categorical Exemption
- ☐ Statutory Exemption
- ☐ Emergency Project
- ☐ Quick Disapproval [CEQA Guidelines, 14 Cal. Code of Regs. 15270]
- ☐ No Possibility of Significant Effect [CEQA Guidelines, 14 Cal. Code of Regs. 15061(b)(3)]

Supporting Reasons: In accordance with Section Nos. 15301, Class 1 and 15303, Class 3 of the State California Environmental Quality Act (CEQA) Guidelines, projects involving “existing facilities” and “new construction... of small structures” may be found to be exempt from the requirements of the CEQA. The demolition of a single-family residence is specifically exempt under section 15301 (l) (1) and the construction of one single-family residence is specifically exempt under section 15303(a). Therefore, staff has determined that there is no substantial evidence that the project will have a significant effect on the environment.

Based on the above exemption and in accordance with CEQA, the Planning Division Manager has determined that there is no substantial evidence that the proposed project may have a significant effect on the environment and that a notice of exemption may be filed.

(Date)

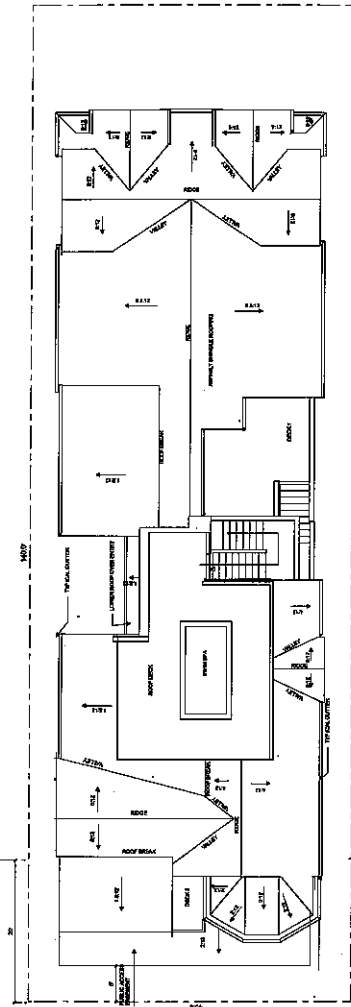
Kathleen Mallory, AICP
Planning Manager

ATTACHMENT C

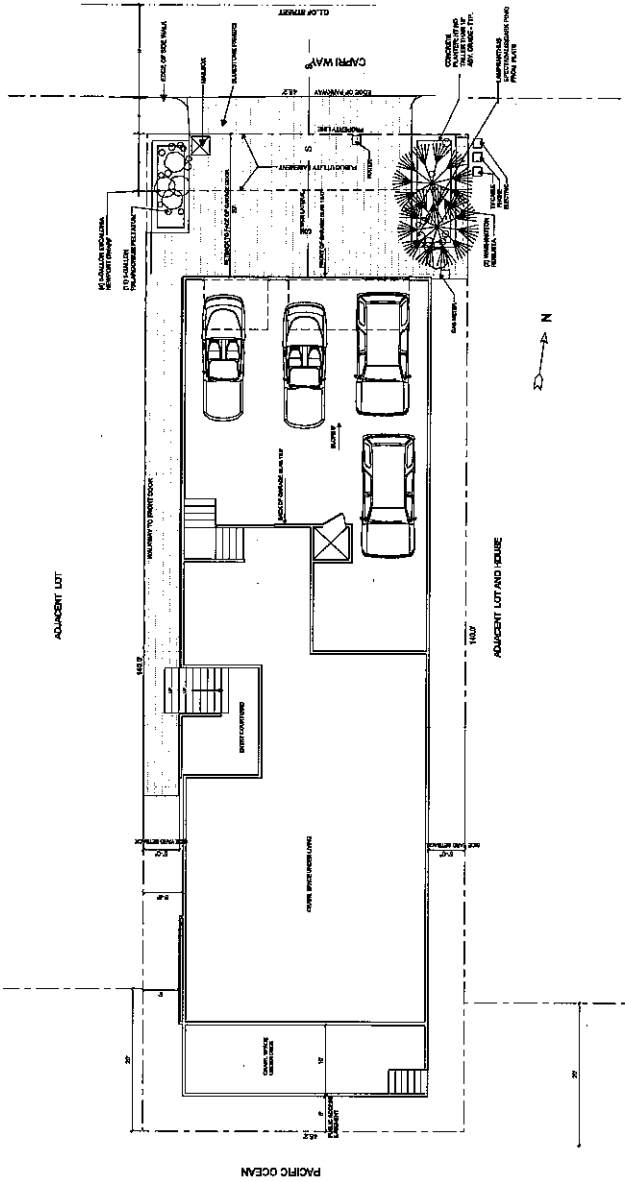
REDUCED DEVELOPMENT PROJECT PLANS

1

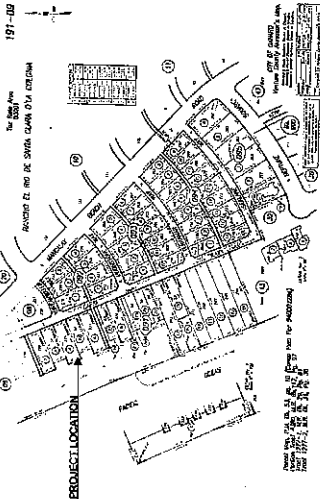
ROOF PLAN



SITE PLAN/LANDSCAPE PLAN



SITE/PARCEL MAP



PROJECT INFORMATION

PROJECT ADDRESS:
1125 CARPI WAY
OXNARD, CA 93035

APN:
191-281-145

OWNER:
JEEI MARALAY PROPERTIES, LLC
1125 CARPI WAY
OXNARD, CA 93035

DESIGNER:
MARTHA PICCIOTTI ARCHITECT
404 NORTH CATALINA STREET
VENTURA, CA 93001

DATE:
12-1-17

DESCRIPTION:
NEW TWO STORY SINGLE FAMILY RESIDENCE
WITH ATTACHED FOUR CAR GARAGE

CONSTRUCTION:
TYPE V MCM SUTED

OCCUPANCY:
R-3

LOT SIZE:
6008 S.F.

SQUARE FOOTAGE:
FIRST FLOOR HABITABLE
1106 S.F.

SECOND FLOOR HABITABLE
1772 S.F.

TOTAL HABITABLE
2878 S.F.

COVERED PORCH AT FIRST FLOOR
250 S.F.

SECOND FLOOR DECK 1
300 S.F.

SECOND FLOOR DECK 2
471 S.F.

ROOF DECK
177 S.F.

GARAGE
1071 S.F.

COVERED PORCH AT FIRST FLOOR
250 S.F.

COVERED PORCH AT SECOND FLOOR
155 S.F.

TOTAL SQUARE FOOTAGE
10477 S.F. w/ 61%

ARCHITECT & CONTACT PERSON:
MARTHA PICCIOTTI
404 N. CATALINA STREET
VENTURA, CA 93001
805.241.2121
marthalp@earthlink.net

PROJECT INFO
SITE/ PARCEL MAP
ROOF PLAN

WEISS RESIDENCE
1125 CARPI WAY
OXNARD SHORES, CA 93035

PICCIOTTI
DESIGN
MARTHA PICCIOTTI ARCHITECT
LICENSE # C18513
404 NORTH CATALINA STREET
VENTURA, CA 93001
TEL: (805) 641-2221
MDESIGN@CHARTER.NET

REVISIONS	BY
12-1-17	
3-19-16	

2

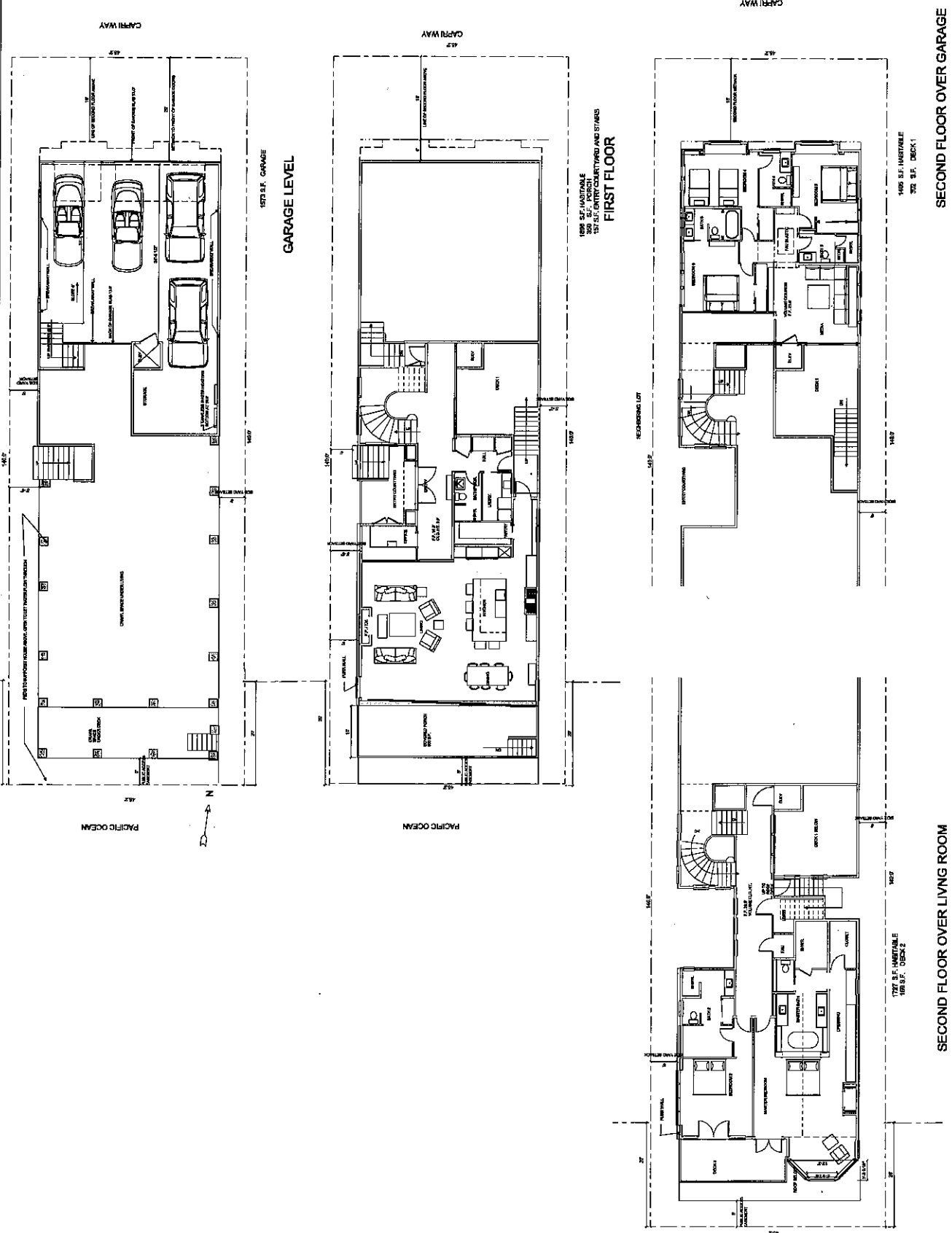
FLOOR PLANS

DATE: 10-14-17
 DATE: 9-1-17
 JOB: 1700
 SHEET: 2

WEISS RESIDENCE
 1125 CARRI WAY
 OXNARD SHORES, CA 93035

PICCIOTTI
 DESIGN
 LICENSE # C18613
 MARTHA PICCIOTTI ARCHITECT
 404 NORTH CATALINA STREET
 VENTURA, CA 93001
 TEL: (805) 641-3221
 MPDESIGN@CHARTER.NET

REVISIONS
 12-5-17
 3-19-18



3

DRAWN BY	DATE
SCALE	DATE
DATE	DATE

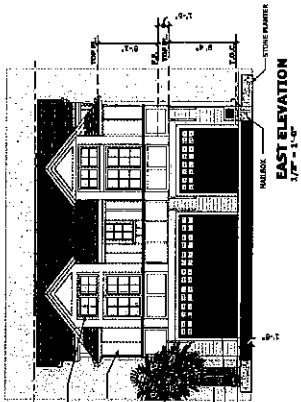
ELEVATIONS

WEISS RESIDENCE
1125 CAPRI WAY
OAKLAND, CA 93035

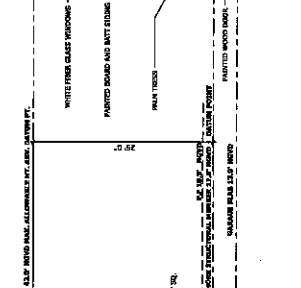
DESIGN
MARTHA PICCIOTTI ARCHITECT
LICENSE # C18513
404 NORTH CATALINA STREET
VENTURA, CA 93001
TEL 805-641-3231
FAX 805-641-3233

REVISIONS

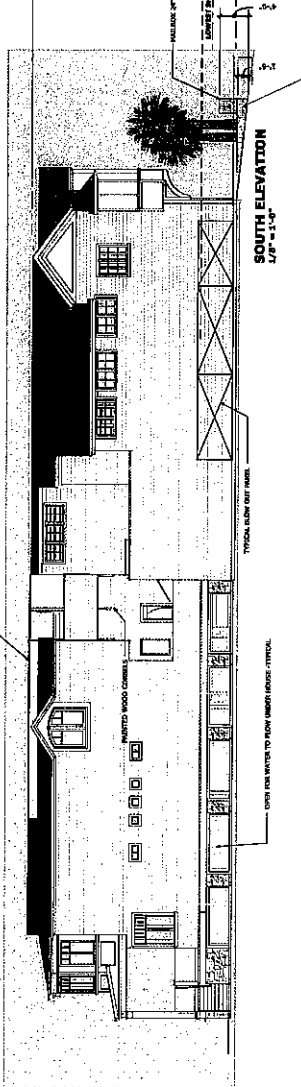
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2	10-10-08	



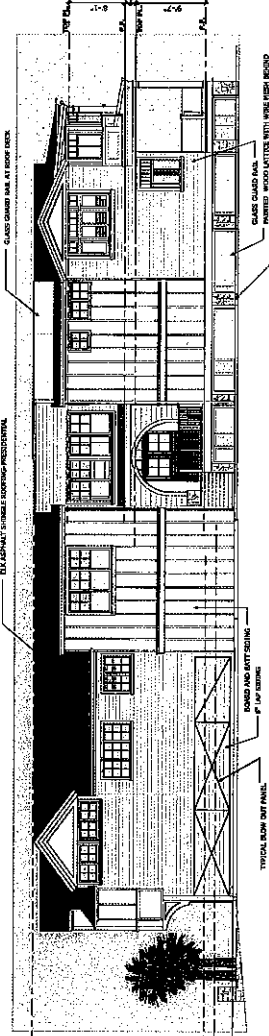
EAST ELEVATION
1/4" = 1'-0"



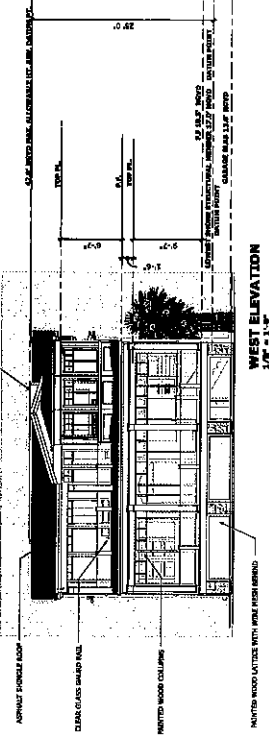
SOUTH ELEVATION
1/4" = 1'-0"



WEST ELEVATION
1/4" = 1'-0"



NORTH ELEVATION
1/4" = 1'-0"



OVERVIEW FROM SOUTH
N.T.S.

SOUTHWEST VIEW
N.T.S.

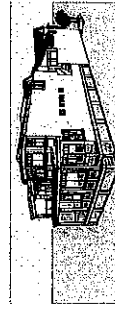
NORTHWEST VIEW
N.T.S.

SOUTHEAST VIEW
N.T.S.

NORTHEAST VIEW
N.T.S.



OVERVIEW FROM NORTH
N.T.S.



SOUTHWEST VIEW
N.T.S.



SOUTHEAST VIEW
N.T.S.



NORTHEAST VIEW
N.T.S.



NORTHWEST VIEW
N.T.S.

**ATTACHMENT
D
RESOLUTION No. 17-400-04
(COASTAL DEVELOPMENT PERMIT)**

RESOLUTION NO. 2018-__

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 17-400-04 (COASTAL DEVELOPMENT PERMIT), A REQUEST TO DEMOLISH AN EXISTING 1,800 SQUARE FOOT, SINGLE-STORY BEACHFRONT HOUSE AND CONSTRUCT A TWO-STORY, 5,028 SQUARE FOOT SINGLE-FAMILY HOUSE WITH AN ATTACHED FOUR-CAR GARAGE ON A 6,328 SQUARE FOOT BEACHFRONT LOT LOCATED AT 1125 CAPRI WAY. THE SITE IS ZONED BEACHFRONT RESIDENTIAL (R-BF) AND IS LOCATED WITHIN THE OXNARD SHORES NEIGHBORHOOD. FILED BY MARTHA PICCIOTTI, ARCHITECT, ON BEHALF OF JREJ MANDALAY PROPERTIES, LLC, 404 N. CATALINA STREET, VENTURA, CALIFORNIA 93001.

WHEREAS, on September 11, 2017 designated agent Martha Picciotti, architect, on behalf of JREJ Mandalay Properties (the “**Applicant**” and/or “**Permittee**”) submitted a request for a Coastal Development Permit, pursuant to Oxnard City Code Section 17-57 through 17-58, to demolish an existing single-story house and construct a two-story, 5,028 square foot single-family house on a 6,328 square foot beachfront lot, located at 1125 Capri Way; and

WHEREAS, on April 19, 2018, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to demolish an existing single-story house and construct a two-story, 5,028 square foot single-family house on a 6,328 square foot beachfront lot, located at 1125 Capri Way; and

WHEREAS, the Planning Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a categorical exemption.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission finds:

- (1) **The proposed use is conditionally permitted within the subject sub-zone and complies with all applicable provisions of the Coastal Zoning Ordinance (Chapter 17).**

Pursuant to Section 17-25(C)(1) of the R-BF sub zone, the proposed single-family beachfront home is permitted with a Coastal Development Permit. The Project complies with all applicable provisions of Chapter 17 of the Oxnard Municipal Code.

PC Resolution No. 2018-____
 PZ 17-400-04 (CDP)
 April 19, 2018
 Page 2 of 11

- (2) **The proposed use will not impair the integrity and character of the subject sub-zone.**

The subject R-BF sub-zone has specific design and development standards for single-family beachfront homes along the coastal shores. The Project will not impair the integrity and character of the R-BF sub-zone, since the proposed development will be compatible with existing single family beachfront homes in the surrounding area.

- (3) **The location and intensity of use of the subject site would be physically suitable and would protect and maintained adjacent coastal resources.**

The Project consists of an already developed lot within a beachfront community and the Project proposes to construct a new single-family house. The Project meets all development standards and the new proposed single family home will not affect public coastal resources.

SECTION 2. In accordance with Section 15301 (Class 1) and 15303 (Class 3) of the State California Environmental Quality Act (CEQA) Guidelines, projects involving “existing facilities” and “new construction... of small structures” may be found to be exempt from the requirements of the CEQA. The Planning Manager is hereby authorized and directed to file a Notice of Exemption with the Ventura County Clerk pursuant to Section 15602 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

SECTION 3. Based on the findings set forth herein, the Planning Commission hereby approves Planning and Zoning Permit 17-400-04 (Coastal Development Permit), subject to the attached conditions of approval.

SECTION 4. The decision of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Section 17-58(H) of the Oxnard City Code.

SECTION 5. The Secretary shall certify the adoption of this Resolution.

[CONDITIONS ON FOLLOWING PAGE]

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STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated April 19, 2018 ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)
3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, *G-3*)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)

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5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
6. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)
7. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
8. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, G-9)
9. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B, G-10)
10. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
11. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
12. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
13. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)
14. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, G-15).
15. Prior to issuance of building permits, Developer shall execute an agreement, in a form approved by the City Attorney, to hold harmless, indemnify and defend the City, its City Council, and each member thereof, and every officer, employee, representative or agent of

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City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from the City's approval of this permit or other permits; from construction of the project or any part thereof approved herein; and from land failure, erosion, inundation, or wave attacks on the subject property or on any property near or adjacent thereto, arising out of or resulting from or caused by work performed or authorized by Developer. (PL/CA, G-16)

16. The subject Coastal Development Permit shall not become effective until 20 working days have elapsed without appeal to the Coastal Commission following the proper receipt by the Coastal Commission's Executive Director of the notice of permit issuance pursuant to Section 13316 of the Coastal Commission Code of Regulations. Such notice to the Coastal Commission shall be given by Planning Division staff as described by Sections 17-58 H through J of the Oxnard City Code. (PL, G-17)

LANDSCAPE STANDARD CONDITIONS

17. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, PK-2)
18. Prior to issuance of a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, PK-3)
19. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensure compliance (PK, PK-4)
20. All trees planted or placed on the property by Developer shall be at least 24-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. (PK, PK-6)
21. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)

FIRE DEPARTMENT STANDARD CONDITIONS

22. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, F-2)

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23. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, F-5)
24. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, F-6)
25. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, F-12)
26. Developer shall install a carbon monoxide detector on each level of the residence in accordance with the manufacturer's specifications. The detector shall be hardwired with a battery backup. (FD, F-17)

PLANNING DIVISION STANDARD CONDITIONS

27. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)
28. Any application for a minor modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, PL-2)
29. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, PL-3)
30. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, PL-4)
31. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, PL-7)
32. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, PL-15)

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33. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*).
34. Developer shall install all roof and building rain gutters and downspouts to integrate as closely as possible with building design elements, including matching adjacent building colors as closely as possible. Developer shall submit a plan and scheme for approval by the Planning Division Manager prior to issuance of building permits. (PL, *PL-18*)
35. Developer shall provide utility meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons. Developer shall coordinate placement and design of such items accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, *PL-19*)
36. Developer shall provide automatic garage door openers for all garages. (PL/B, *PL-20*)
37. Additions and patio covers shall conform to the requirements of the R-BF zone setbacks, or as otherwise approved by this permit, and match the materials and style of the residence. (PL/B, *PL-27*)
38. Developer shall participate in the City's Public Art Program by paying the Public Art fee prior to issuance of building permits, in accordance with City Council Resolution No. 14,124. (PL, *PL-50*)

PLANNING DIVISION SPECIAL CONDITIONS

39. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, such as in restrooms or fitting rooms, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)
40. The Permittee shall comply with the provisions of applicable VCAPCD Rules and Regulations, which include but are not limited to, Rule 50 (Opacity), Rule 51 (Nuisance), Rule 55 (Fugitive Dust), and Rule 55.1 (Removal of Visible Roadway Accumulations). (PL)
41. Prior to issuance of demolition permits for any structure on the site, Developer shall provide evidence of notifying the Air Pollution Control District of such demolition. Demolition and/or renovation activities shall be conducted in compliance with APDC regularities regarding Asbestos (Rule 63.7). (MND, C-8)

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42. Plans submitted by Developer with building permit applications shall include mailbox design with details that incorporate architectural design features that complement the building, subject to approval by the Planning Manager. (PL)
43. Developer shall not obstruct automobiles and/or pedestrians on Capri Way or the associated sidewalk during construction and maintenance activities. (PL)
44. Developer shall be responsible for maintaining the construction site free of litter and the accumulation of construction debris. (PL)
45. Throughout construction, Developer shall sweep adjacent streets and roads at least once per day, preferably at the end of the day, so that any visible soil material and debris from the construction site is removed from the adjacent roadways. (PL)

ENVIRONMENTAL RESOURCES DIVISION

46. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a "City of Oxnard C&D Environmental Resources Management & Recycling Plan" ("Plan") to the City for review and approval. The Plan shall provide that at least 50% of the waste generated on the project be diverted from the landfill. The Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the Plan form.
47. Developer shall follow the approved "City of Oxnard C&D Environmental Resources Management & Recycling Plan" and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of demolition and/or construction, Developer shall complete and submit the "City of Oxnard C&D Environmental Resources Management & Recycling Report For Work Completed" ("Work Completed Report") and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility's letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the Work Completed Report prior to issuance of a certificate of occupancy.

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48. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling. Regardless of hauling methods, all materials collected must be conveyed to the Del Norte Regional Recycling and Transfer Station.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

49. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
50. Developer shall protect building pads from inundation during a 1% chance (100-year) storm. (DS-5)
51. Developer shall replace all broken, uplifted, or missing curb, gutter, or sidewalk along the street frontage(s) of the project. (DS-6)
52. Before connecting the project to existing sewer and water service laterals, Developer shall inspect (pothole or video) existing lateral(s) and arrange for City staff to view inspection results. Developer shall make repairs to such facilities as determined necessary by City staff. Developer shall bring all existing water services into compliance with current City standards including removal of unused water or sewer laterals by disconnection at the main. (DS-7)
53. Curb cut widths and design shall conform to City ordinances, standards, and policies in effect at the time City issues an encroachment permit. (DS-9)
54. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
55. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
56. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)

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57. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
58. Prior to issuance of building permits, Developer shall present to the City Engineer a "Proof of Payment - Authorization for Building Permits" form issued by the Calleguas Municipal Water District. (DS-44)
59. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)
60. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
61. Developer shall provide three City refuse containers for each lot or unit. An alternative number of containers may be approved by the Environmental Resources Division. (DS-67)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

62. The Developer shall take sufficient precautions during construction to prevent ocean wave run-up from passing through the project site and into the street right-of-way. Failure to take adequate precautions will result in Developer being assessed street cleanup costs. (DS)
63. Developer shall repair and/or replace any existing broken or damaged asphalt paving adjacent to property as directed by the Construction Services Inspector. (DS)
64. Developer is hereby notified that the Federal Emergency Management Agency ('FEMA') is currently processing a revised Federal Insurance Rate Map ('FIRM') that is likely to significantly raise the Coastal Base Flood Elevation applicable to this property. It is currently unknown when the revised FIRM will become effective but a draft version has been published by FEMA. Any rise in the Base Flood Elevation will affect the minimum allowed elevation of the finished floor for this structure. Revised minimum finished floor elevations will affect the ability of this structure to be constructed as approved by this permit when the revised FIRM becomes effective, unless the Developer has performed substantial work and incurred substantial liabilities in good faith reliance based upon the permit prior to the date that the revised FIRM becomes effective. (DS)
65. The Developer's architect and engineer shall provide written certification that the structure complies with all FEMA requirements. This shall include the filing of a FEMA "elevation certificate." (DS)

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66. Developer shall construct a level concrete pad for storage of two refuse containers out of view of the public street. Developer shall provide a paved path from the storage location to the street curb. All gates or doors along the path shall be constructed with a minimum of 36 inches of clear space to allow passage of the City issued containers. (DS)

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 19th day of April 2018.

Vincent Stewart, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held this 19th day of April 2018, and carried by the following vote:

AYES: Commissioner(s):

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

Kathleen Mallory, Secretary

RESOLUTION NO. 2018-11

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 17-400-04 (COASTAL DEVELOPMENT PERMIT), A REQUEST TO DEMOLISH AN EXISTING 1,800 SQUARE FOOT, SINGLE-STORY BEACHFRONT HOUSE AND CONSTRUCT A TWO-STORY, 5,028 SQUARE FOOT SINGLE-FAMILY HOUSE WITH AN ATTACHED FOUR-CAR GARAGE ON A 6,328 SQUARE FOOT BEACHFRONT LOT LOCATED AT 1125 CAPRI WAY. THE SITE IS ZONED BEACHFRONT RESIDENTIAL (R-BF) AND IS LOCATED WITHIN THE OXNARD SHORES NEIGHBORHOOD. FILED BY MARTHA PICCIOTTI, ARCHITECT, ON BEHALF OF JREJ MANDALAY PROPERTIES, LLC, 404 N. CATALINA STREET, VENTURA, CALIFORNIA 93001.

WHEREAS, on September 11, 2017 designated agent Martha Picciotti, architect, on behalf of JREJ Mandalay Properties (the “**Applicant**” and/or “**Permittee**”) submitted a request for a Coastal Development Permit, pursuant to Oxnard City Code Section 17-57 through 17-58, to demolish an existing single-story house and construct a two-story, 5,028 square foot single-family house on a 6,328 square foot beachfront lot, located at 1125 Capri Way; and

WHEREAS, on May 17, 2018, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to demolish an existing single-story house and construct a two-story, 5,028 square foot single-family house on a 6,328 square foot beachfront lot, located at 1125 Capri Way; and

WHEREAS, the Planning Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a categorical exemption.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission finds:

- (1) **The proposed use is conditionally permitted within the subject sub-zone and complies with all applicable provisions of the Coastal Zoning Ordinance (Chapter 17).**

Pursuant to Section 17-25(C)(1) of the R-BF sub zone, the proposed single-family beachfront home is permitted with a Coastal Development Permit. The Project complies with all applicable provisions of Chapter 17 of the Oxnard Municipal Code.

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- (2) **The proposed use will not impair the integrity and character of the subject sub-zone.**

The subject R-BF sub-zone has specific design and development standards for single-family beachfront homes along the coastal shores. The Project will not impair the integrity and character of the R-BF sub-zone, since the proposed development will be compatible with existing single family beachfront homes in the surrounding area.

- (3) **The location and intensity of use of the subject site would be physically suitable and would protect and maintained adjacent coastal resources.**

The Project consists of an already developed lot within a beachfront community and the Project proposes to construct a new single-family house. The Project meets all development standards and the new proposed single family home will not affect public coastal resources.

SECTION 2. In accordance with Section 15301 (Class 1) and 15303 (Class 3) of the State California Environmental Quality Act (CEQA) Guidelines, projects involving “existing facilities” and “new construction... of small structures” may be found to be exempt from the requirements of the CEQA. The Planning Manager is hereby authorized and directed to file a Notice of Exemption with the Ventura County Clerk pursuant to Section 15602 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

SECTION 3. Based on the findings set forth herein, the Planning Commission hereby approves Planning and Zoning Permit 17-400-04 (Coastal Development Permit), subject to the attached conditions of approval.

SECTION 4. The decision of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Section 17-58(H) of the Oxnard City Code.

SECTION 5. The Secretary shall certify the adoption of this Resolution.

[CONDITIONS ON FOLLOWING PAGE]

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STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

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GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated May 17, 2018 ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*).
3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, *G-3*)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)

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5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
6. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)
7. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
8. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, G-9)
9. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B, G-10)
10. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
11. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
12. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
13. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)
14. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, G-15).
15. Prior to issuance of building permits, Developer shall execute an agreement, in a form approved by the City Attorney, to hold harmless, indemnify and defend the City, its City Council, and each member thereof, and every officer, employee, representative or agent of

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City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from the City's approval of this permit or other permits; from construction of the project or any part thereof approved herein; and from land failure, erosion, inundation, or wave attacks on the subject property or on any property near or adjacent thereto, arising out of or resulting from or caused by work performed or authorized by Developer. (PL/CA, G-16)

16. The subject Coastal Development Permit shall not become effective until 20 working days have elapsed without appeal to the Coastal Commission following the proper receipt by the Coastal Commission's Executive Director of the notice of permit issuance pursuant to Section 13316 of the Coastal Commission Code of Regulations. Such notice to the Coastal Commission shall be given by Planning Division staff as described by Sections 17-58 H through J of the Oxnard City Code. (PL, G-17)

LANDSCAPE STANDARD CONDITIONS

17. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, PK-2)
18. Prior to issuance of a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, PK-3)
19. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensure compliance (PK, PK-4)
20. All trees planted or placed on the property by Developer shall be at least 24-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. (PK, PK-6)
21. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)

FIRE DEPARTMENT STANDARD CONDITIONS

22. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, F-2)

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23. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, F-5)
24. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, F-6)
25. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, F-12)
26. Developer shall install a carbon monoxide detector on each level of the residence in accordance with the manufacturer's specifications. The detector shall be hardwired with a battery backup. (FD, F-17)

PLANNING DIVISION STANDARD CONDITIONS

27. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)
28. Any application for a minor modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, PL-2)
29. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, PL-3)
30. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, PL-4)
31. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, PL-7)
32. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, PL-15)

PC Resolution No. 2018-11
 PZ 17-400-04 (CDP)
 May 17, 2018
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33. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*).
34. Developer shall install all roof and building rain gutters and downspouts to integrate as closely as possible with building design elements, including matching adjacent building colors as closely as possible. Developer shall submit a plan and scheme for approval by the Planning Division Manager prior to issuance of building permits. (PL, *PL-18*)
35. Developer shall provide utility meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons. Developer shall coordinate placement and design of such items accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, *PL-19*)
36. Developer shall provide automatic garage door openers for all garages. (PL/B, *PL-20*)
37. Additions and patio covers shall conform to the requirements of the R-BF zone setbacks, or as otherwise approved by this permit, and match the materials and style of the residence. (PL/B, *PL-27*)
38. Developer shall participate in the City's Public Art Program by paying the Public Art fee prior to issuance of building permits, in accordance with City Council Resolution No. 14,124. (PL, *PL-50*)

PLANNING DIVISION SPECIAL CONDITIONS

39. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, such as in restrooms or fitting rooms, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)
40. The Permittee shall comply with the provisions of applicable VCAPCD Rules and Regulations, which include but are not limited to, Rule 50 (Opacity), Rule 51 (Nuisance), Rule 55 (Fugitive Dust), and Rule 55.1 (Removal of Visible Roadway Accumulations). (PL)
41. Prior to issuance of demolition permits for any structure on the site, Developer shall provide evidence of notifying the Air Pollution Control District of such demolition. Demolition and/or renovation activities shall be conducted in compliance with APDC regularities regarding Asbestos (Rule 63.7). (MND, C-8)

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42. Plans submitted by Developer with building permit applications shall include mailbox design with details that incorporate architectural design features that complement the building, subject to approval by the Planning Manager. (PL)
43. Developer shall not obstruct automobiles and/or pedestrians on Capri Way or the associated sidewalk during construction and maintenance activities. (PL)
44. Developer shall be responsible for maintaining the construction site free of litter and the accumulation of construction debris. (PL)
45. Throughout construction, Developer shall sweep adjacent streets and roads at least once per day, preferably at the end of the day, so that any visible soil material and debris from the construction site is removed from the adjacent roadways. (PL)
46. Construction activities relating to permit for new single family beach house shall be prohibited from taking place on weekends. (PL)

ENVIRONMENTAL RESOURCES DIVISION

47. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a "City of Oxnard C&D Environmental Resources Management & Recycling Plan" ("Plan") to the City for review and approval. The Plan shall provide that at least 50% of the waste generated on the project be diverted from the landfill. The Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the Plan form.
48. Developer shall follow the approved "City of Oxnard C&D Environmental Resources Management & Recycling Plan" and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of demolition and/or construction, Developer shall complete and submit the "City of Oxnard C&D Environmental Resources Management & Recycling Report For Work Completed" ("Work Completed Report") and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility's letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit

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and obtain approval of the Work Completed Report prior to issuance of a certificate of occupancy.

49. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling. Regardless of hauling methods, all materials collected must be conveyed to the Del Norte Regional Recycling and Transfer Station.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

50. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
51. Developer shall protect building pads from inundation during a 1% chance (100-year) storm. (DS-5)
52. Developer shall replace all broken, uplifted, or missing curb, gutter, or sidewalk along the street frontage(s) of the project. (DS-6)
53. Before connecting the project to existing sewer and water service laterals, Developer shall inspect (pothole or video) existing lateral(s) and arrange for City staff to view inspection results. Developer shall make repairs to such facilities as determined necessary by City staff. Developer shall bring all existing water services into compliance with current City standards including removal of unused water or sewer laterals by disconnection at the main. (DS-7)
54. Curb cut widths and design shall conform to City ordinances, standards, and policies in effect at the time City issues an encroachment permit. (DS-9)
55. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
56. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
57. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted

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upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)

58. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
59. Prior to issuance of building permits, Developer shall present to the City Engineer a "Proof of Payment - Authorization for Building Permits" form issued by the Calleguas Municipal Water District. (DS-44)
60. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)
61. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
62. Developer shall provide three City refuse containers for each lot or unit. An alternative number of containers may be approved by the Environmental Resources Division. (DS-67)

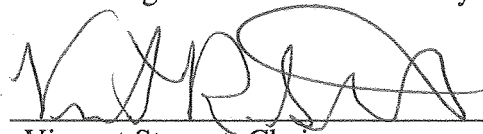
DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

63. The Developer shall take sufficient precautions during construction to prevent ocean wave run-up from passing through the project site and into the street right-of-way. Failure to take adequate precautions will result in Developer being assessed street cleanup costs. (DS)
64. Developer shall repair and/or replace any existing broken or damaged asphalt paving adjacent to property as directed by the Construction Services Inspector. (DS)
65. Developer is hereby notified that the Federal Emergency Management Agency ('FEMA') is currently processing a revised Federal Insurance Rate Map ('FIRM') that is likely to significantly raise the Coastal Base Flood Elevation applicable to this property. It is currently unknown when the revised FIRM will become effective but a draft version has been published by FEMA. Any rise in the Base Flood Elevation will affect the minimum allowed elevation of the finished floor for this structure. Revised minimum finished floor elevations will affect the ability of this structure to be constructed as approved by this permit when the revised FIRM becomes effective, unless the Developer has performed substantial work and incurred substantial liabilities in good faith reliance based upon the permit prior to the date that the revised FIRM becomes effective. (DS)

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66. The Developer's architect and engineer shall provide written certification that the structure complies with all FEMA requirements. This shall include the filing of a FEMA "elevation certificate." (DS)
67. Developer shall construct a level concrete pad for storage of two refuse containers out of view of the public street. Developer shall provide a paved path from the storage location to the street curb. All gates or doors along the path shall be constructed with a minimum of 36 inches of clear space to allow passage of the City issued containers. (DS)

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 17th day of May 2018.



Vincent Stewart, Chair

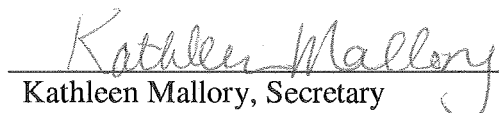
I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held this 17th day of May 2018, and carried by the following vote:

AYES: Commissioner(s): Frank, Huber, Sanchez, Dozier, Chua, Stewart

NOES: Commissioner(s): None

ABSENT: Commissioner(s): Fuhring

ABSTAIN: Commissioner(s): None



Kathleen Mallory, Secretary

Weiss Residence

PZ17-400-04
Coastal Development Permit
1125 Capri Way

Martha Picciotti
on behalf of JREJ Mandalay Beach Properties, LLC

May 17, 2018



Project Description

1125 Capri Way

Coastal Development Permit to demolish an existing 1,800 square foot single story home and construct a two-story 5,028 square foot single-family house with an attached four car garage on a 6,328 square foot beachfront lot.

2



Aerial/Vicinity Map

1125 Capri Way

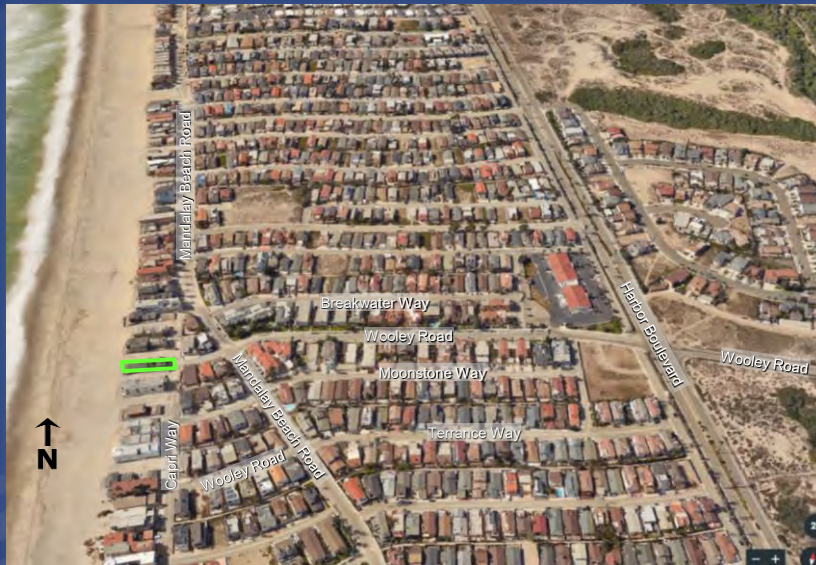


3

CITY OF
OXNARD
CALIFORNIA

Oxnard Shores Neighborhood

1125 Capri Way



4

CITY OF
OXNARD
CALIFORNIA

Land Use/Zoning Map

1125 Capri Way

Coastal Land Use Plan
Residential Existing
(REX)



Coastal Zoning Map
Beachfront Residential
(R-BF)



The development proposal has been reviewed and found to be in conformance with the policies and the development standards of the Coastal Land Use Plan, the Local Coastal Policies, and the R-BF Coastal zoning district.

5



Project Site

1125 Capri Way



- 6,328 square foot lot
- 42.20-feet by 140-feet deep
- Lot 235 of Tract 1277-1
- Sept 1964 Subdivision
- Existing house built in 1971
- Constructed prior to Coastal Act, Local Coastal Program, & the 1989 Oxnard Shores Settlement Agreement
- An irrevocable "Public Access Easement" (Aug 2003) existing along the first 5-feet along the westerly (seaward) side.

6



1989 Settlement Agmt

1125 Capri Way



- Blue: 1960 (Tract 1277-1) Settlement Lots
- 1125 Capri Way (Not a Part)
- Cross Hatch-Exist Homes
- Orange: Tract 4380 (Aug '80) Settlement Agmt. Lots



7

CITY OF
OXNARD
CALIFORNIA

Pictures

1125 Capri Way

South-View



1

North-View



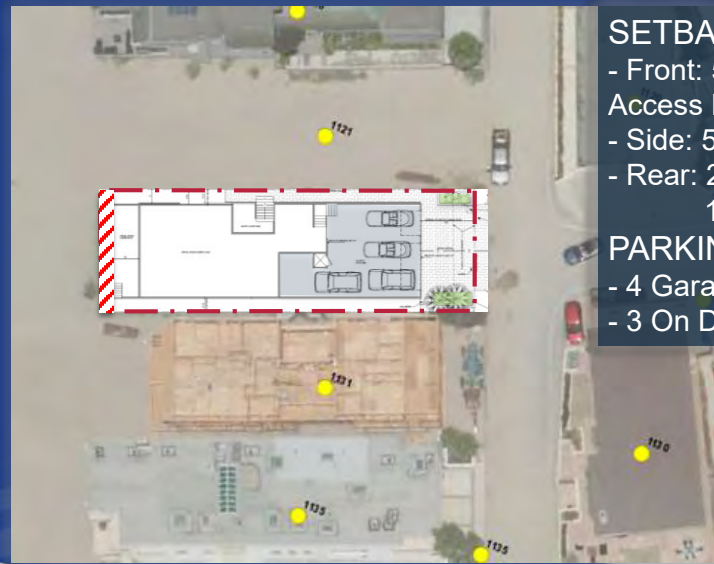
2

8

CITY OF
OXNARD
CALIFORNIA

Site Plan

1125 Capri Way



SETBACKS

- Front: 5-feet (Public Access Easement)
- Side: 5-feet
- Rear: 20-feet/garage
16-Second floor

PARKING

- 4 Garage/Tandem
- 3 On Driveway

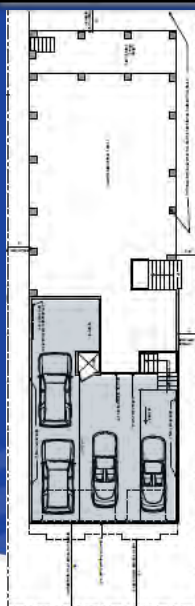
9



Floor Plan

1125 Capri Way

Garage Floor



First Floor



Second Floor

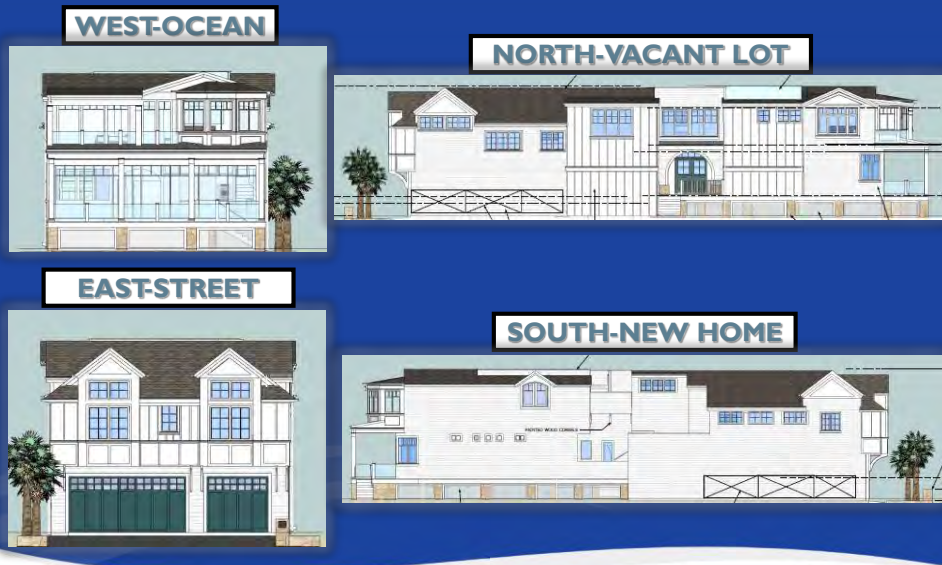


10



Elevations

1125 Capri Way



11



Environmental Analysis

1125 Capri Way

- Exempt from the State California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1) and 15303 (Class 3).
- Project involving demolition of “existing facilities and “construction of new small structures” such as a single family house in a residential zone may be found to be exempt from the requirements of CEQA.

12



Community Workshop

1125 Capri Way

- Community Workshop: January 22, 2018
- The project is located within the Oxnard Shores Neighborhood
- 1,648 notices mailed
- 60 persons attended the four item agenda
- 3 persons spoke: 1 person-Environmental Review; 2 people expressed concerns that building extended beyond adjacent homes.
- The project is meets the R-BF zoning district standards and there are no City restrictions requiring the development to meet additional setbacks

13



Issues for Consideration *(continue)*

1125 Capri Way

- The subject project site is not a part of the Oxnard Shores Settlement Agreement.
- The property will not encroach into a 5-foot easement dedicated & accepted by the Coastal Lands Commission (08/15/03)
- Coastal Commission Staff recognizes that the City does not have an adopted policy that restricts seaward build out of lots that were not a part of the Settlement Agreement.

14



Issues for Consideration *(continue)* 1125 Capri Way

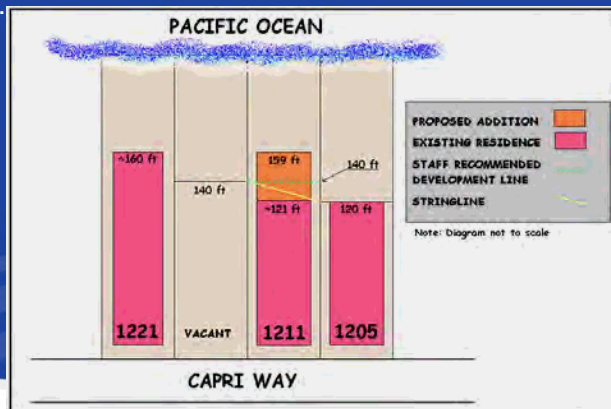
- 4/16/18... received comment letter by Coastal Commission Staff regarding Coastal Hazards & Wave Run-up Study prepared by GeoSoils (GSI) (July 2017) & redesign suggestions to locate residence further landward, reducing size footprint to minimize impacts & shoreline hazards.
- 4/17/18... Applicant requested item be continued to 5/17/18, so that GSI could provide technical response to CCC ltr.
- 5/7/18... GSI provided technical response to CCC ltr. indicating that the residential structure would not be subject to wave up due to pile foundation and elevated design.
- 5/16/18... CCC Staff responded to the Planning Department's memo dated 5/10/18 and expressed that staff report needed additional analysis/evaluation of landward siting & design alternatives to control seaward encroachment.

15



Issues for Consideration *(continue)* 1125 Capri Way

- CCC wants to apply a "stringline" policy based on past practices; however, unlike nearby surrounding cities, the City of Oxnard does not have an adopted "stringline policy".
- In 2002, the CCC appealed (A-4-oxn-02-429) a development project and utilized other coastal policies to impose stringline policy.



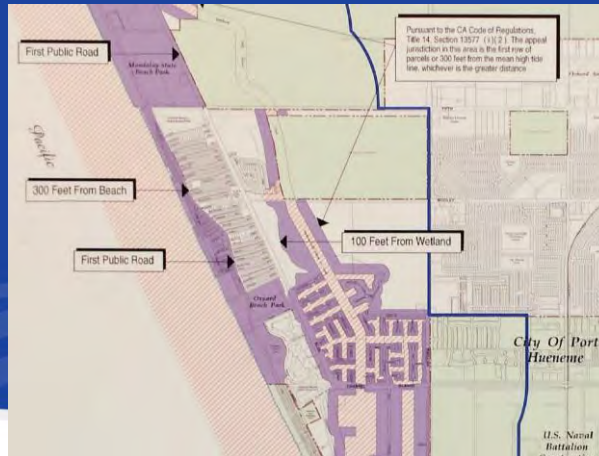
CCC Exhibit

16



Issues for Consideration *(continue)* 1125 Capri Way

- In November of 2014, Planning Commission considered a project which made referenced to a City “stringline” policy.
- Although, the City does not have a written policy, the project is within the Coastal Commission’s appeal jurisdiction.



17

Recommendation

1125 Capri Way

- That the Planning Commission adopt a resolution approving Planning and Zoning Permit No. 17-400-04 (Coastal Development Permit), subject to certain findings and conditions.

18





QUESTIONS

Received
Oxnard City Clerk



REQUEST FOR APPEAL

2018 MAY 29 PM 12:08 Development Services Department

Use this form to request an appeal of a decision rendered on one of the following type of permits: Administrative Wireless Permit; Discretionary Development Permit decision rendered by the Development Services Director; or a Discretionary Development Permit decision rendered by the Planning Commission.

Submit the original request for appeal and two (2) copies along with the appropriate appeal fee. To determine your appeal fee go to: oxnard.org/planning and click on planning handouts and applications or contact the Planning Division at (805) 385-7858.

I, David Grant, am requesting an appeal of a decision made by
Print name 1270 Calle 61 Cameron, Thousand Oaks
805-402-4088 91360
dgrant@taimarttechnology.com
Oxnard Planning Commission that was made on May 17, 2018 regarding
State decision making body Date
17-400-04
Specify PZ No.

Check one of the following:

- ☐ **Appeal of a Decision Rendered on a Wireless Permit.** Pursuant to Section No. 16-488 (C) of the Oxnard City Code, I am submitting an appeal to the Secretary of the Planning Commission. I am filing this appeal within 10 days of the Planning Manager's decision on a wireless communications facility permit. I am requesting that this appeal be considered by the Planning Commission.
- ☐ **Appeal of a Decision Rendered on a Discretionary Permit - Development Services Director.** Pursuant to Section No. 16-525 (B) of the Oxnard City Code, I am submitting an appeal to the City Clerk. I am filing this appeal within 10 days of the Development Services Director's decision on a discretionary permit. I am requesting that this appeal be considered by the Planning Commission.
- ☒ **Appeal of a Decision Rendered on a Discretionary Permit - Planning Commission.** Pursuant to Section 16-545/17-58(J) of the Oxnard City Code, I am submitting an appeal to the City Clerk. I am filing this appeal within 18 days / 10 working days of the Planning Commission's decision on a discretionary permit. I am requesting that this appeal be considered by the City Council.

State the grounds, facts, and if known the code sections supporting your request: (Provide additional sheets if necessary)

Please see attached documents

X *David Grant*
 Appellant Signature

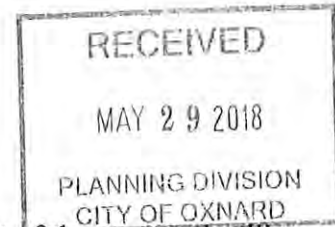
5/17/18
 Date

cc: City Attorney
 Development Services Director
 Project Planner
 Applicant

RECEIVED MAY 29 2018 PLANNING DIVISION CITY OF OXNARD		OFFICE USE ONLY	
		Date Received: <u>5.29.18</u>	<u>P218.000.42</u>
Contacted Dept/Division Rep: <u>MAN MARR</u>		<u>PLANNING DIVISION</u>	

May 26, 2018

City of Oxnard
214 South C Street
Oxnard, CA 93030



The purpose of this letter is to outline the problems with the replacement of the present dwelling at 1125 Capri Way, and further address deceptions that were presented to the City Of Oxnard Planning Commission by the current property owners. We were not allowed to address these deceptions in the three minutes that were allocated to us. Apparently, when not under oath and penalty of perjury, it is acceptable to mislead public officials.

We are owners of the adjacent property at 1131 Capri Way.

Early in 2017, the property at 1125 Capri Way (The Property) went on the market after the passing of its owner. It was obvious from the poor condition of the foundation, as well as other portions of the house, that it was very likely that the new owners would demolish this structure and build a new modern structure in its place, as often happens with homes in the area.

At that time, Mr. Dan Voss, a very long time Oxnard resident and developer, and I, visited the City of Oxnard to speak to the planning department planner, Mr. Juan Martinez. (Please note that there is no effort to impugn Mr. Martinez's integrity in any way. It is just that Mr. Martinez is the voice of the city in this process and using his name is for the purpose of information verification only.) At that time, Mr. Martinez informed us that if The Property, was demolished and rebuilt, it would have to be rebuilt to the "string line" that was the subject of the settlement that occurred in the 1980s between the Coastal Commission and the residents of Oxnard Shores neighborhood. Maps were presented that showed the string line, which is clearly visible from the map of beachfront homes and aerial photos, and the words "String Line" appear on those maps.

In more recent conversations with Mr. Martinez, we were told that there is no "string line" policy and that the word is not even allowed in conversations about construction projects. We find this highly suspicious. The Garcias, at 935 Mandalay Beach Road own the most recent property in Oxnard Shore to be completely torn down and replaced. The term "string line" not only appears in official maps but is also used in the Staff Report for the Garcias, dated November 6, 2014 in items 6) a) and 6) b) i. Please see enclosed copy of letter from the city of Oxnard to the Garcias.

Further, a letter from James Combs, Assistant Planner for the city of Oxnard, to the Garcias, refers to the word "stringline" twice. But now people are testifying that there is not now, and in fact, never was a stringline policy. So when did the policy disappear? How did a city employee refer to it in multiple documents?

Further, the owners' lawyer, in item 4 of his letter, states there is no stringline and only a "purported stringline policy". How does that square with the word stringline that appears not only in the previously mentioned documents from Mr. Combs, but also appears on official city

maps? Additionally, in the same paragraph the attorney admits there is a stringline, but it applies to something else. Well, is there a stringline policy that does not apply or is there no stringline policy at all? Their attorney argues both sides of the same question.

The purpose of the settlement agreement in 1989 was to mark a line, the stringline, as to where houses can be built in a safe manner. Safety requirements continue to evolve over time and become more stringent to better protect coastal residents. It is understandable that no one was required to tear down a house that was already built. But it is equally understandable, as was evidenced by the statements of the Oxnard planners that any new construction, for safety reasons, would have to be built back to the stringline. In essence, once the property owners tear down their house, their rebuild likewise becomes a new construction.

In fact, in an adverse weather event, the houses further seaward are a hazard to those properties that are further back. Such hazards are minimized when houses have a common end point as pointed out by the suggestions of the California Coastal Commission. How is it possible that some houses need to be built behind a line for issues of safety, but the house next door is just as safe being built so many feet further seaward? This makes no common sense. As the Coastal Commission suggested, "siting and design alternatives should include locating the residence further inland, reducing its size and footprint, and other options that would minimize impacts and shoreline risks." The very next paragraph of the Coastal Commission's letter states that the Coastal Commission "developed the stringline policy." for just such safety issues.

Next, the property owners stated that the footprint of the proposed house is smaller than the present footprint. The lawyer also incorrectly states in his letter, in Item 5 that "our clients new home will be constructed on an even smaller footprint than the existing structure currently occupies." This is completely false. The definition of footprint by dictionary.com is "the surface area occupied by any structure, device, etc.:" and does not include the roof overhang, walkways, or the decks used as walkways. The present size of the existing structure is approximately 1800 square feet. The new house covers 5028 square feet (presumably not including the garage). The drawings included with the Planning Commission Report clearly show the footprint to be many times larger than the existing footprint. It is clear that both the property owners and their attorney are misrepresenting the facts, verbally and in writing.

But why is this important? Item 6) a) in the Planning Commission report for 935 Mandalay Beach Road states that. "Additionally, condition of approval 69 shall restrict the footprint of the building to protrude no closer to the Pacific Ocean...." Condition 69 further states, "No additions to the residence may be permitted that would bring the residence more seaward." Staff Report for The Property does not contain this limitation. Why not? The proposed residence clearly violates this condition with both the first and second floors, which stick out one foot more on both sides and approximately 15 feet more seaward with columns. A surveyors report has been prepared to verify the existing footprint so it can be shown to be much smaller in both width and projection seaward than the proposed development. The Garcias were told clearly that they were only allowed to "Build-In-Place" which required that the footprint of their new structure be no larger than the existing structure. This was rigorously enforced in their build.

In the Garcia's Staff Report for 935 Mandalay Beach Road, item 6) b) iii., required the applicant to "...remove existing visual obstructions, and limit the size of the home to be consistent with the existing residence footprint...". The existing footprint of 1125 Capri Way is 1800 square feet with a separate garage. The proposed project clearly violates this requirement by both size and location of the new structure. The result of these violations is further obscuration of our views and those of the neighbors on the other side of The Project and poses a safety risk for both adjacent properties.

Why did this consistent footprint requirement disappear between the date of the Garcia's report of November 6, 2014 and the date of the current report of April 19, 2018?

Further, in the Staff Report, item 6) b) ii., it states that "... to preserve the integrity and character of the R-BF sub-zone by requiring open space and preserving views, as mandated by the General Plan Policy 37..." The proposed deck, the extended second floor and columns all violate this policy by detracting and blocking the view from our property and the property on the other side. This principle is further emphasized by Policy No 37, which states "All new development in the coastal zone shall be designed to minimize impacts on the visual resources of the area." These violations negatively impact the value of our property.

The lawyer's letter also states that, "our client has taken great care to be sensitive to the neighbor's concerns." And then ends the same paragraph with the statement that they have no obligation to us at all. In fact, the owners have repeatedly misrepresented their plans for the new house in order to placate us. It was not until we saw the plans in Mr. Martinez' office that the true intention of the new owners became evident. And further, we have been very tolerant of the fact that their house is presently being used as a short term vacation rental and has been since the property was acquired, complete with all the associated parking problems and inconveniences. Additionally, this information was not volunteered to the Planning Commission at the hearing.

Staff at the planning department readily admits there are conflicts and differing requirements for the recent rebuild at 935 Mandalay Beach Road and the proposed rebuild on Capri Way, but they cannot offer any explanation. The City Council is encouraged to speak to them on that very point. For all of the above mentioned reasons, we are contesting the proposed development at 1125 Capri Way until it conforms to the same standards of footprint, view retention and safety required of the other most recent beach front dwelling replacement.

Sincerely,



David Grant
(805) 402-4088

dgrant@tamartechnology.com



Faith Grant
(805) 405-8058

fgant@tamartechnology.com

Enc: Copy of letter from the city of Oxnard to the Garcias
Planning Commission Staff Report for 935 Capri Way
Copy of letter from Schneiders & Associates, LLP
Copy of letter from California Coastal Commission

SCHNEIDERS & ASSOCIATES, L.L.P.

ATTORNEYS AT LAW

ROY SCHNEIDER
THEODORE J. SCHNEIDER
KATHLEEN J. SMITH
WILLIAM E. WINFIELD*
GEORGIANNA REGNIER
ERIC HIRSCHBERG



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Of Counsel
DEBORAH A. PERKINS
MICHAEL R. SHEVLIN, P.E.**
GEOFF SINDON

Tel: (805) 764-6370
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Reply to Oxnard Office

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*Board Certified - Business Bankruptcy Law -
American Board of Certification
**Registered Patent Attorney

June 12, 2018

VIA U.S. MAIL AND EMAIL
kathleen.mallory@oxnard.org

Ms. Kathleen Mallory, AICP
Planning and Environmental Services Manager
Development Services Department
City of Oxnard
214 South C Street
Oxnard, CA 93030

RE: Coastal Development Permit No. 17-400-04 for 1125 Capri Way, Oxnard

Dear Ms. Mallory:

As you are aware, we represent JREJ Mandalay Properties, LLC, owner of the property at 1125 Capri Way (the "Lot"). Please accept this letter as our client's response to the "Request for Appeal" that you received on May 29, 2018 filed by David and Faith Grant. The Grants are appealing the Planning Commission's unanimous approval of a coastal development permit authorizing our client's re-construction of a beachfront home on the Lot. At a hearing held on May 17, 2018, the Planning Commission correctly adopted City staff's recommendation approving the permit and finding that the proposed project fully complies with the City's Local Coastal Plan, coastal zoning ordinance for the R-BF zone, and all applicable development regulations. As such, there simply are no grounds upon which the Planning Commission's approval can be overturned.

At the Planning Commission hearing, and in letters preceding the hearing, the Grants presented the same arguments that they are presenting on appeal here, which arguments were rejected by the Planning Commission when the Commission approved our client's project. Nevertheless, we will again address the Grants' assertions. We will refrain from responding to the ad hominem attacks in the Grants' appeal letter, other than to confirm that none of the statements made by presenters on behalf of our client at the Planning Commission hearing were

Ms. Kathleen Mallory
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deceptive or misleading, nor has it ever been anyone's intent to deceive or mislead. There is no need to do so given the facts.

The Grants take umbrage that an Associate Planner allegedly communicated to them in 2017 (prior to our client's acquisition of the Lot), that a "string line" would apply to the Lot in the event of a re-construction. As will be discussed further below, that statement was made in error – there is no "string line" applicable to the Lot.

Members of the City's staff are allowed to make mistakes, and misstatements or errors by staff do not have the effect of changing the City's zoning ordinances, regulations or laws. Staff does not have the power to bind the government in that regard. The ability to hold a government accountable for a staff member's statements or actions (i.e., through equitable estoppel) only exists against a government agency in cases of intentional wrongdoing by the agency, and never where application of the doctrine would nullify a rule of policy adopted for the benefit of the public. *Strong v. County of Santa Cruz* (1975) 15 Cal.3d 720, 725. This rule is especially important in the land use and zoning context. *Burchett v. City of Newport Beach* (1995) 33 Cal.App.4th 1472, 1480. Therefore, although it may be regrettable that the Grants may have been presented a misguided view of the development potential of the Lot, staff's statements in that regard and the Grants' apparent misunderstanding are inapt in the instant case, particularly when the inquirer was neither an owner of the property or an applicant seeking entitlements.

The truth is that the City has no string line policy (or any other land use policy) that would serve to restrict the seaward encroachment of a home constructed on the Lot. As explained in detail in our original letter to you dated May 1 (copy enclosed for reference as *Attachment A*), it is imperative to understand the effect of the 1989 Settlement Agreement on development standards in Oxnard Shores, and the differentiation made therein between lots that had existing structures on them when the Settlement Agreement was adopted (such as our client's Lot), and undeveloped lots. The Lot was and remains outside the purview of the 1989 Settlement Agreement, which agreement did establish seaward restrictions on the boundary lines of certain lots, but not our client's Lot.

The other contention the Grants make in their appeal letter is that a "string line" was applied to a development project at 935 Mandalay Beach Road in 2014. Again, we refer you to the memo prepared by our client's land use consultant explaining why the case at 935 Mandalay Beach Road is an inapposite precedent. The applicant in the case of 935 Mandalay Beach Road agreed to a condition limiting the seaward development of their home to aesthetically match all of the other neighboring lots on Mandalay Beach Road. In fact, the lot at 935 Mandalay Beach Road is actually 188 feet long, of which the owner agreed to dedicate 53 feet for public access. That dedication resulted in a home that ultimately extended 135 feet towards the ocean, *which is exactly the depth of the home our client is seeking to construct on its Lot.*

Unlike at 935 Mandalay Beach Road, where their lot was the only 188-foot lot in the area, our client's Lot is one of several 140-foot lots existing on Capri Way. The lots neighboring our client's Lot are staggered in a sawtooth pattern, alternating between 120-foot lots and 140-foot lots. There are also existing homes in the vicinity that extend well beyond the 140-foot length of

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our client's Lot. Therefore, restricting our client's seaward development would be arbitrary and capricious given the patchwork of existing homes along this stretch of coastline, in contrast with the uniformity that exists along the beachfront where 935 Mandalay Beach Road is located.

To the extent that the conditions of approval or maps for the home at 935 Mandalay Beach Road contained the words "string line," that restriction was not imposed as part of the existing R-BF zoning regulations or Local Coastal Plan, neither of which contain any such restriction or policy. The use of a voluntary "string line" restriction in one development project does not create a precedent for future development, nor does it have the effect of amending the City's zoning ordinance or Local Coastal Plan. In its report to the Planning Commission dated April 19, 2018, staff correctly concluded that, "*there were no City restrictions for requiring the development to meet additional setback standards beyond what is required in the R-BF zoning district.*" (emphasis added) The staff report continues, "The City cannot require and restrict seaward setbacks when the proposed development is found to be in compliance with the development standards of the underlying zoning district (R-BF zone), and the project is in compliance with the City's LCP and Coastal Act requirements."

In their appeal letter, the Grants reiterate the safety concerns that they raised at the Planning Commission hearing on May 17. Those safety concerns were addressed by our client's engineer in its report dated May 7, 2018 (copy enclosed for reference as *Attachment B*), and in-person at the Planning Commission hearing. After reviewing this report and receiving our engineer's testimony, the Planning Commission correctly determined that our client is properly addressing, through its design elements, all potential safety issues arising out of weather, wave runup and sea level rise. The geotechnical engineer agreed with City staff in concluding that the project meets the development standards of the City of Oxnard and the certified Local Coastal Plan. No appreciable difference in safety will be achieved by siting our client's residence further landward.

Next, the Grants argue that we erred in claiming that the "footprint" of the re-constructed home will be smaller than the footprint of the existing structure. There appears to be a misunderstanding of the definition of building "footprint." To clarify, we acknowledge that the new proposed residence will contain more square footage than the existing residence. We accept that the new residence will be considerably larger than the existing residence. This is in large part due to the fact that the existing residence has an open void in the middle between the garage and the primary residence. That void will no longer exist in the new residence. However, the meaning behind our claim that the new residence will have a smaller "footprint" than the existing residence is with respect to the only issue that the Grants have raised – the length of the seaward extension of the residence. In that context, the "footprint" of the new residence will most definitely be shorter than the existing footprint that stands there today. The existing home, including its deck, extends the full 140-foot length of the Lot towards the sea. By contrast, the new residence, including its decks, will only extend 135 feet towards the sea because the Lot is encumbered by a five-foot lateral public access easement that our client has respected in the design of its new home. As staff correctly noted in its April 19 report, "no part of the structure will project over the five-foot easement along the westerly beach side."

Ms. Kathleen Mallory
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Therefore, although the use of the word “footprint” may have been inarticulate, there should be no confusion about the fact that our client’s residence will be shorter, and encroach fewer feet towards the sea, than the structure that currently exists on the Lot. This is fully consistent with Condition 69 from the 935 Mandalay Beach Road project, which the Grants reference in their appeal letter, which restricts “the footprint of the building *to protrude no closer to the Pacific Ocean.*” Our client’s project will not protrude any closer to the ocean than the existing structure. Further, although the owner at 935 Mandalay Beach Road may have agreed to other conditions relative to their build, including, according to the Grants’ appeal letter, that the size of the reconstructed home remains consistent with the existing residence, no such conditions are required to ensure conformity with the City’s R-BF zone or Local Coastal Plan, nor would any such condition be justified under the facts of the proposed project and the Lot’s location and surroundings.

The final grievance the Grants appear to have with respect to our client’s proposed home is that the Grants’ views may be obstructed by the new residence. When considering this complaint, it is essential to recall that the Grants’ lot is 120-feet long and our client’s Lot is 140-feet long. We are informed, as explained in our May 1 letter, that the Grants were aware of this fact when they purchased their lot. It was reasonable to anticipate that a future owner of the subject Lot likely would be seeking to maximize the use of that parcel, just as undoubtedly the Grants did when building their home in 2016. It is unreasonable for the Grants to expect an owner to utilize only a fraction of the available Lot, particularly when the existing home on that Lot extends the full 140 feet, at the same time as the Grants recently completed construction of their own home extending the full length of their lot.

Further regarding views, first, our client has taken their neighbors’ views into account in designing their home and, although under no obligation to do so, have attempted to minimize impacts on their neighbors’ views. Unlike the abounding solid concrete monoliths throughout Oxnard Shores, the design of our client’s home features large, open air decks, glass panels, and unobtrusive, narrow columns. Second, the law in California does not countenance view protection. Rather, the law favors individual property rights. Unless a lot is encumbered by CC&Rs with view protections, or some other similar covenant, not present here, a homeowner is permitted to obstruct the views of their neighbors. Every newly constructed home, including the construction of the Grants’ own residence in 2016, obstructs and obscures the views of neighbors. That is an inescapable reality of property development in California.

The Oxnard Planning Commission and City planning staff have correctly concluded that our client’s project is consistent with the City’s underlying zoning district, Local Coastal Plan, and the California Coastal Act. The Planning Commission properly issued our client a coastal development permit. At this time, the imposition of an arbitrary setback, string line, view protection, or similar restriction to the seaward extension of our client’s home would be an arbitrary act not grounded in legal authority or supported by the factual record, including the engineering studies.

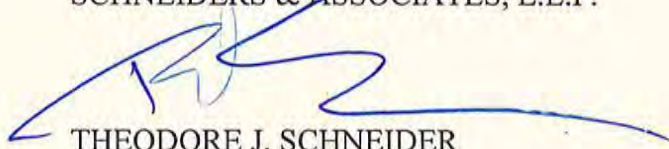
Ms. Kathleen Mallory
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The Planning Commission issued the coastal development permit because the new home at 1125 Capri Way complies with the City's certified Local Coastal Plan. Pursuant to California Public Resources Code section 30604(b), the City shall issue a coastal development permit if the City "finds that the proposed development is in conformity with the certified local coastal program." There is simply no other conclusion in this case. Our client is entitled to enjoy the bundle of property rights it purchased at 1125 Capri Way, which means they should not be inhibited from building their dream retirement residence, when that residence conforms with all applicable zoning laws.

Please do not hesitate to contact me with any questions.

Very truly yours,

SCHNEIDERS & ASSOCIATES, L.L.P.



THEODORE J. SCHNEIDER

ATTACHMENT A

SCHNEIDERS & ASSOCIATES, L.L.P.

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Reply to Oxnard Office

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*Board Certified - Business Bankruptcy Law -
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**Registered Patent Attorney

May 1, 2018

VIA U.S. MAIL AND EMAIL
kathleen.mallory@oxnard.org

Ms. Kathleen Mallory, AICP
Planning and Environmental Services Manager
Development Services Department
City of Oxnard
214 South C Street
Oxnard, CA 93030

RE: Coastal Development Permit No. 17-400-04 for 1125 Capri Way, Oxnard

Dear Ms. Mallory:

We represent JREJ Mandalay Properties, LLC, owner of the property at 1125 Capri Way. As you are aware, our client is seeking the City of Oxnard's approval of a Coastal Development Permit to reconstruct the existing home on this property. We appreciate the efforts of City staff in researching the regulations applicable to this beachfront property. And we agree with the thorough, accurate analysis and the findings contained in the Planning Commission Staff Report dated April 19, 2018, that the proposed reconstructed home complies with the City's Local Coastal Plan (LCP), coastal zoning ordinance, and all applicable development regulations.

Despite this full consistency and staff's recommendation for approval of the Coastal Development Permit, we are in receipt of correspondence from the California Coastal Commission (CCC), as well as from our client's neighbor to the south, raising questions regarding the proposed development. We have attached the CCC's letter, with paragraph numbers assigned for ease of reference. We will respond to each paragraph of the CCC's letter, as well as the complaints of our client's neighbor.

By way of background, there are two types of beachfront lots in the Oxnard Shores neighborhood: (1) those bound by the Oxnard Shores Settlement Agreement dated November

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 May 1, 2018
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1989 (Settlement Agreement), including the lots on either side of our client's property, and (2) those lots that had homes on them prior to the effective date of the Settlement Agreement and that are not subject to the Settlement Agreement. Our client's home falls within the latter category, and as such is not part of the Settlement Agreement or the restrictions contained therein. The Settlement Agreement resulted in the subdivision of lots in Oxnard Shores that were *undeveloped* at the time of execution of the Settlement Agreement in 1989. This included the lots on either side of our client's lot. The Settlement Agreement resulted in the alteration of the west (seaward) property line of the *undeveloped* lots to create improved lateral public access along the beach. With respect to the lots that were not part of the Settlement Agreement, such as our client's lot, the California State Lands Commission accepted a Public Access Easement in 2003 that required those properties seeking improvement or renovation to provide a five-foot easement along the westerly property line.

Our client's lot at 1125 Capri Way is subject to the five-foot lateral access easement, and no part of the proposed home or its decks or structure will encroach on this easement area. Importantly, although our client's lot is 140 feet long, and the home currently occupying the lot extends the full 140 feet, our client will only be building out to 135 feet to accommodate the easement.

The CCC letter of April 16, 2018, makes several assertions that require a response:

1. Paragraph 2 of the CCC letter indicates that the beach at Oxnard Shores has been subject to oscillation and erosion during past storm events. Although this is a true statement, it is also true that the beach has had significant accretion of sand, including now. The beachfront at Oxnard Shores is subject to cyclical natural forces. The CCC letter acknowledges "the proposed residence does not extend further seaward than the existing residence" and "the proposed residence occupies the same general footprint as the existing residence." Therefore, we fail to see how the CCC is arriving at the conclusion that somehow the proposed residence will be any more subject to coastal hazards than the existing residence. In fact, and as will be detailed in a forthcoming response from our client's engineer, the proposed residence will incorporate design elements specifically engineered to enhance the protection of habitable space as compared with the existing structure. Our client's engineer is currently traveling out of the country, but he will respond in writing, by your requested date of May 8, to the engineering and geologic questions that the CCC raised in its letter. He also will attend the May 17 Planning Commission hearing.
2. Paragraph 2 of the CCC letter also refers to a wave run-up study prepared for the property. Our clients provided that study to CCC staff, and CCC staff commented on the study. Our client's engineer revised the study to address the CCC's additional comments and re-submitted the study to the CCC for review. The CCC provided no further comments to the study. The wave run-up study applies the same datum and criteria as are used for all Oxnard Shores beachfront properties, including the lots adjacent to our client's home. All new homes are designed to allow storm waves to run around and under the structure, in the same manner as in the adjacent homes. The CCC letter provides no

Ms. Kathleen Mallory
 May 1, 2018
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further criteria for analysis beyond what has already been analyzed and what the City's LCP requires. Our client's engineer will also respond to this in writing by your requested date of May 8.

3. Paragraph 3 of the CCC letter suggests evaluation of "siting and design alternatives," including "locating the residence further landward, [and] reducing its size and footprint." Again, the CCC provides no guidance as to what, exactly, these alternative designs should be evaluating. The CCC acknowledges in its letter that "the structure's finished floor elevations would likely make the structure's habitable space safe from flooding due to the pile elevation." Further, the project is consistent with *all* applicable City of Oxnard LCP regulations, the underlying zoning district, and all guidelines regarding setbacks and wave impact mitigation. The project complies with applicable public access requirements through the five-foot Public Access Easement discussed above. City planning staff correctly noted in its Staff Report, *"The City cannot require and restrict seaward setbacks when the proposed development is found to be in compliance with the development standards of the underlying zoning district (R-BF zone), and the project is in compliance with the City's LCP and Coastal Act requirements."* (emphasis added) Our client's engineer will also be responding to this in writing by May 8.

Therefore, we remain at a loss as to what alternatives the CCC would like our clients to analyze, other than simply building a smaller house, a request for which there is no legal or rational basis. No evidence exists that building a five-foot or even ten-foot smaller house would alter the coastal hazards that the CCC cites in their letter. Our client has the right to build a home that, provided it is consistent with the LCP, which this project is, maximizes their lot and views.

4. Paragraph 4 of the CCC letter and the letter from our client's neighbor both refer to a purported "string line" policy. However, neither the City's LCP, nor the applicable provisions of the Coastal Act, reference a setback "string line" for the Oxnard Shores beachfront lots. The CCC letter admits as much in advising that other coastal communities have adopted string line policies, including Carpinteria and Malibu. That may be so, but the fact remains that the City of Oxnard has not adopted a string line for the Oxnard Shores beachfront lots, and no such policy affects our client's lot. In fact, one of our client's consultants was involved in the negotiations of the 1989 Settlement Agreement, and he advises us that the only application of a "string line" was to determine the westerly (seaward) property lines of the *re-subdivided* lots subject to the Settlement Agreement (not those with existing structures), including the lots on either side of our client's property. Again, our client's lot was not subject to the Settlement Agreement.

In addition to receiving the letter from the CCC, our client is in receipt of a letter dated April 17, 2018, from the adjacent property owners, David and Faith Grant. We respond to the Grant's letter as follows:

5. The Grant's letter refers to a "build in place" guideline. There is no such guideline, regulation, or policy within Oxnard's LCP. But even if such a regulation existed, our

Ms. Kathleen Mallory
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client's new home *will be constructed on an even smaller footprint than the existing structure currently occupies.* This is primarily due to the five-foot Public Access Easement with which our client will comply in the construction of their new residence. Therefore, our client's home will not be built on the identical footprint of the existing structure, it will have a slightly smaller footprint.

6. The Grant's letter refers to a perceived "violation" because the proposed new home allegedly "obstructs the neighbor's views.... [and is] an intrusion into our view and thus diminish[es] the property value." We believe this statement betrays the Grant's true angst over the home that our client is proposing. However, there are no view protection regulations or ordinances applicable to the Oxnard Shores neighborhood.

Views and property values are not protected by City or Coastal Commission policies. In fact, it is this very issue that one of the parties argued in the original Oxnard Shores litigation in the 1980's that resulted in the Settlement Agreement. That litigant, known as Save Oxnard Shores (SOS), was composed of property owners on the opposite (inland) side of Mandalay Beach Road and Capri Way. The litigation concluded, as the Settlement Agreement evinces, that these owners were not entitled to an unobstructed ocean view. The views previously enjoyed by the SOS properties have, obviously, been drastically impacted by every new beachfront home built on the ocean side of Mandalay Beach Road and Capri Way.

Because there is no view protection applicable to the Grant's lot, any attempt to invent view protection now would be a taking of our client's property rights and their ability to maximize the views that are concomitant to the particular parcel that our client purchased. In fact, our client's real estate broker was also the broker for the Grant's property and has declared in writing that the broker clearly informed the Grants that what is now our client's property has different oceanfront setbacks than exist with respect to the Grant's property. The Grants understood their neighbor's lot was longer and extended further than their own property – and their views may be affected by future construction – before they made the decision to purchase their lot. The Grants purchased their lot anyway and proceeded to build a structure that maximized their usable lot space and views. All our client seeks to do is the same with their lot.

To reiterate, City planning staff has correctly concluded that our client's project is entirely consistent with the City's underlying zoning district, LCP, and the California Coastal Act. The imposition of an arbitrary setback, string line, view protection, or similar restriction to the seaward extension of our client's home would be an arbitrary act not grounded in legal authority or supported by the replete factual record, including engineering studies, that we have presented to the City as part of this application.

Our client and its architect have taken great care to be sensitive to the neighbor's concerns. The requirement at 1125 Capri Way for side-yard setbacks on both adjacent properties and the design of the open decks on our client's new home will provide the Grants with ongoing ocean views that other similar properties do not enjoy, and, frankly, that our client is not obligated to offer the Grants.

Ms. Kathleen Mallory
May 1, 2018
Page 5

The design of the new home at 1125 Capri Way complies in all respects with the City's certified LCP, which is the sole basis for the Planning Commission's discretion and evaluation of the proposed project. Cal. Pub. Res. Code § 30604(b) Our client is sensitive to the Grant's concerns about the potential view impact to their property and they have gone to great lengths in the design of this home to accommodate the Grant's views; however, our client is also entitled to enjoy the property rights afforded it under the LCP and the California Coastal Act, which certainly include building a home on their lot that will extend fewer feet towards the ocean than the home that exists there today.

Please do not hesitate to contact me with any questions.

Very truly yours,

SCHNEIDERS & ASSOCIATES, L.L.P.



THEODORE J. SCHNEIDER

CALIFORNIA COASTAL COMMISSION

SOUTH CENTRAL COAST AREA
 89 SOUTH CALIFORNIA ST., SUITE 200
 VENTURA, CA 93001
 (805) 585-1800



April 16, 2018

Kathleen Mallory, Planning Manager
 City of Oxnard
 214 South C Street
 Oxnard, CA 93030

RE: Coastal Development Permit No. 17-400-04 for development at 1125 Capri Way, Oxnard

Dear Ms. Mallory:

We have reviewed the staff report for the subject permit application that will be considered by the City of Oxnard Planning Commission on April 19, 2018 and we would like to provide the following comments for your consideration. The proposed project includes demolition of an existing 1,800 square foot single family residence and construction of a new 5,028 square foot single family residence with an attached garage at 1125 Capri Way, Oxnard. The proposed redevelopment project is located on a 0.15 -acre, 45-foot wide by 140-foot long, beachfront lot that is located within the Oxnard Shores Neighborhood. The subject site is bordered by a vacant lot to the north and a residentially developed lot to the south. Oxnard Shores is a beach that has displayed significant oscillation and suffered severe beach erosion during the El Nino events in the 1970s and early 1980s, which resulted in wave uprush all the way up onto Capri Way at the eastern border of the subject site.

The staff report states that a Coastal Hazards and Wave Run-up Study was prepared for the proposed project which looked at the proposed development in relation to coastal hazards under a range of sea level rise projections, combined with the 100-year storm and wave run-up events, over the 75 year design life of the development and without relying on shoreline protective devices. The study concluded that during storm events with the eroded beach condition, wave action will reach the residence. Specifically, the study states that "during storm events with the eroded beach condition, water will pass beneath the residence and through to the street". Additionally, the project's staff report states that "the structure will be elevated high enough on the piles to allow storm waves to run under and around the occupied structure", so that in the event of a storm event with significant wave run-up, the project's design will prevent the need for a shoreline protective device. Even though the proposed residence does not extend further seaward than the existing residence that is to be demolished, the proposed new residence occupies the same general footprint as the existing residence and would continue to be vulnerable to coastal hazards, which will be exacerbated by future sea level rise. However, the staff report does not include any analysis of what combinations of tidal conditions, wave conditions, and sea level rise amounts would result in wave run-up to the structure and underneath the structure, or how soon could these impacts begin occurring and at what frequency.

The City of Oxnard Land Use Plan (LUP) incorporates Section 30253 of the Coastal Act, which requires that new development shall minimize risks to life and property in areas of high flood hazard. Although the staff report indicates that the structure's finished floor elevations would likely make the structure's habitable space safe from flooding due to the pile elevation, during storm events with the eroded beach condition, the structure will be subject to wave action over its expected life. As such, a range of siting and design alternatives need to be analyzed in this case in order to determine which

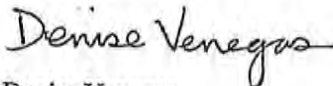
project design would minimize hazards from the identified sea level rise scenarios without relying on protective structures. Moreover, development must also be located as far landward as feasible to protect public access along the beach. Therefore, siting and design alternatives should include locating the residence further landward, reducing its size and footprint, and other options that would minimize impacts and shoreline hazard risks.

As a means of controlling seaward encroachment of residential structures on a beach to ensure maximum public access and minimize wave hazards, as well as minimize adverse effects to coastal processes, shoreline sand supply, and public views, the Commission has, in past permit actions (and most notably in City of Oxnard Appeal No. A-4-OXN-02-429) developed the "stringline" policy. A stringline policy has been established in many coastal communities in the area, including Carpinteria and Malibu. As applied to infill beachfront development, the stringline limits the seaward extension of a structure to a line drawn between the nearest corners of adjacent structures and limits decks, or other appurtenant structures, to a similar line drawn between the nearest corners of the adjacent decks, or other appurtenant structures. This policy has been applied to numerous past permits involving infill on sandy beaches and has found it to be an effective policy tool in preventing further encroachments onto sandy beaches. Although the proposed new residence occupies the same general footprint as the existing residence, the proposed development extends well beyond the stringline in this case. Since the proposed redevelopment of the site is vulnerable to coastal hazards that will be exacerbated by future sea level rise we recommend that the project's staff report include additional analysis and an evaluation of more landward siting and design alternatives in order to demonstrate conformance with the City of Oxnard's Local Coastal Program (LCP) requirements regarding shoreline development.

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Thank you for your consideration of our comments. Please feel free to contact me if you have questions.

Sincerely,



Denise Venegas
Coastal Program Analyst

cc: Juan Martinez, Associate Planner, City of Oxnard

ATTACHMENT B

**Geotechnical • Geologic • Coastal • Environmental**5741 Palmer Way • Carlsbad, California 92010 • (760) 438-3155 • FAX (760) 931-0915 • www.geosoilsinc.com

May 7, 2018

WO S6771-SC

Ms. Kathleen Mallory, Planning Manager
City of Oxnard
214 South C Street
Oxnard, CA 93030

SUBJECT: Coastal Commission Comment Response Concerning Coastal Development
Permit Application #17-400-04 for 1125 Capri Way, Oxnard

Dear Ms. Mallory:

At the request of the Applicant for the above referenced Coastal Development Permit (CDP), GeoSoils Inc. (GSI) is pleased to provide this response to the comments provided in the second and third paragraphs of the California Coastal Commission's (CCC) April, 16, 2018 letter regarding the City of Oxnard Staff Report for the subject CDP. For ease of consideration the portion of the CCC comment that questions the City of Oxnard staff report is provided in *italics* followed by our response.

However, the staff report does not include any analysis of what combinations of tidal conditions, wave conditions, and sea level rise amounts would result in wave run-up to the structure and underneath the structure, or how soon could these impacts begin occurring and at what frequency.

The July 28, 2017 GSI Coastal Hazards and Wave Runup Study followed the guidelines as set forth in the CCC Sea Level Rise (SLR) Guidance. The GSI Study used the 2012 National Research Council (NRC) SLR range of 1.25 feet to 4.75 feet over the life of the project. The NRC analysis provided no probability of occurrence of any given SLR. In other words, it was just as likely (or unlikely) that SLR would be 1.25 feet as it would be 4.75 feet over the life of the project. The GSI Study analysis used the 1% historical highest ocean water elevation in combination with the NRC 2012 SLR range. The design wave in the Study was the wave that produces the maximum wave runup onto the site in consideration of the range of SLR. The GSI study also considered significant long term beach erosion over the development life such that the pile foundation for the development would be impacted by waves.

Since the NRC SLR estimates, there have been additional studies that provide more site specific SLR estimates in a probabilistic frame work. The California Ocean Protection Council (COPC) issued a draft SLR report in November 2017. This report has not been adopted yet but provides an expansion of the earlier SLR studies. The expansion includes

more area specific SLR estimates in a probability format based upon a high and low carbon emission (RCP) scenario. The Santa Barbara (closest to the Oxnard site) SLR estimates and probabilities from the November 2017 draft COPC report are provide below in **TABLE I** (Table 23 of the draft COPC report) . The use of the latest COPC SLR document is in conformance with the CCC guidance document requirement to use the best available SLR science.

TABLE I

TABLE 23: Probability that Sea-Level Rise Will Meet or Exceed a Particular Height (in feet) in Santa Barbara
Estimated probabilities that sea-level rise will meet or exceed a particular height are based on Kopp et al. 2014. All heights are with respect to a 1991 – 2009 baseline; values refer to a 19-year average centered on the specified year. Areas shaded in grey have less than a 0.1% probability of occurrence. Values below are based on probabilistic projections; for low emissions (RCP 2.6) the starting year is 2060 as we are currently on a high emissions (RCP 8.5) trajectory through 2050; the H++ scenario is not included in this table.

Santa Barbara- High emissions (RCP 8.5)										
	Probability that sea-level rise will meet or exceed									
	1 ft	2 ft	3 ft	4 ft	5 ft	6 ft	7 ft	8 ft	9 ft	10 ft (excludes H++)
2030										
2040	1.3%									
2050	14%	0.2%								
2060	40%	2%	0.2%							
2070	64%	7%	0.8%	0.2%	0.1%					
2080	78%	20%	3%	0.7%	0.2%	0.1%	0.1%			
2090	86%	37%	8%	2%	0.7%	0.3%	0.1%	0.1%	0.1%	
2100	89%	53%	19%	6%	2%	1%	0.3%	0.2%	0.1%	0.1%
2150	98%	87%	63%	38%	20%	11%	6%	3%	2%	1%

Santa Barbara - Low emissions (RCP 2.6)										
	Probability that sea-level rise will meet or exceed									
	1 ft	2 ft	3 ft	4 ft	5 ft	6 ft	7 ft	8 ft	9 ft	10 ft (excludes H++)
2060	21%	0.8%	0.1%							
2070	35%	2%	0.3%	0.1%						
2080	48%	6%	1%	0.3%	0.1%	0.1%				
2090	57%	11%	2%	0.7%	0.3%	0.2%	0.1%	0.1%		
2100	63%	17%	4%	1%	0.6%	0.3%	0.2%	0.1%	0.1%	
2150	76%	42%	19%	9%	5%	3%	2%	1%	1%	1%

In **TABLE I** the 2% SLR (above the 1991 to 2009 mean) in the year 2100 is 5 feet. This SLR is above the 1991-2009 Mean Sea Level. Based upon this draft COPC SLR report, the maximum SLR (RCP 8.5) for the project is interpolated to be about 4.75 feet above the highest historical ocean water level in the year 2093 (75 year design life). The GSI report used a SLR range of 1.25 feet to 4.75 feet. The GSI SLR maximum is 4.75 feet, approximately the 2% likely SLR based upon the draft COPC SLR report. The original GSI analysis uses a justifiable and conservative SLR range.

It is currently beyond the ability of science to predict with any accuracy and certainty when, and at what frequency, waves may reach the site and impact the pile foundation. Hundreds of millions of dollars have been spent to predict and understand climate change and there still exists great uncertainty as to the probable range of future SLR. The probability of the co-occurrence of the conditions analysed in the GSI Study can be calculated. Using the 1% historical water elevation and the 2% SLR estimates, the likelihood of these two independent variables to co-occur is 0.02%, statistically. Based upon statistical analysis the likelihood that highest water elevation and highest SLR will co-occur in the next 75 years is much less than 1%. Typical development standards are based upon 1% conditions. It is important to point out that in order for waves to impact the

pile foundation and possibly the non-habitable garage, the beach needs to be significantly eroded. Currently, the beach is not experiencing a long term erosion trend.

In recent Coastal Commission hearings, coastal staff has relied upon the USGS modelling program called the Coastal Storm Modeling System (CoSMoS) for assessment of the vulnerability of coastal areas to SLR and the 100-year storm (wave and water level), http://walrus.wr.usgs.gov/coastal_processes/cosmos/. The use of this model is restricted by a broad disclaimer, but use as a quick reference can be informative. The modeling assumes that the shoreline can move (no beach nourishment or shore protection device). Using the modeling program, the vulnerability of the project site specifically, to different SLR scenarios can be assessed. The program provides information on a 1 meter grid scale. Figure 1 is the CoSMoS output for the project site with 4.9 feet (150 cm) of SLR under the 100-year storm and allowing the shoreline to move (no nourishment).



Figure 1. CoSMoS output for 4.9 feet SLR, 100-year storm, and shoreline erosion.

The CoSMoS modeling, which is in GSI's opinion very conservative, shows about 230 feet of movement of the shoreline with 4.9 feet of SLR, and the 100 year storm. As stated above, these conditions (high ocean level, high SLR, 100 year storm waves, and extreme beach erosion) represent less than the 1% probability conditions. While it is beyond the current capability of science to predict with certainty when future conditions will occur and at what frequency they will occur, the GSI Study and the CoSMoS modeling show that under extreme conditions, that are not likely (not probable) to co-occur, the proposed development will not be impacted.

The CoSMoS modeling can also be used to show under what SLR scenario the site may be subject to wave runup during the 100 year storm event. This can be accomplished by

varying the amount of SLR in the model and using **TABLE I** to see what year and what is the probability that the particular SLR estimate may occur. The following CoSMoS outputs are for five different SLR estimates, 0.8 ft, 1.6 ft, 2.5 ft, 3.3, ft and 4.1 ft.



SLR = 0.8 feet



SLR = 1.6 feet



SLR = 2.5 feet



SLR = 3.3 feet



SLR = 4.1 feet

In reviewing all of these outputs it can be determined that, based upon the conservative CoSMoS modeling, the site will not be even close to being impacted by SLR and the 100 years storm until SLR is about 4.1 feet. Looking at **TABLE I**, 4.1 feet of SLR has an ~2% chance of occurring in the year 2090. So based upon CoSMoS it is NOT likely (not statistically probable) that the wave runup will impact the site over the life of the development. This supports the conclusions of the GSI Study. However, given the uncertainty of the oceanographic condition in 75 years and to be realistically cautious, the project is designed such that, if these statically improbable conditions occur, they will not impact the development.

Although the staff report indicates that the structure's finished floor elevations would likely make the structure's habitable space safe from flooding due to the pile elevation, during storm events with the eroded beach condition, the structure will be subject to wave action over its expected life. As such, a range of siting and design alternatives need to be analyzed in this case in order to determine which project design would minimize hazards from the identified sea level rise scenarios without relying on protective structures.

Moreover, development must also be located as far landward as feasible to protect public access along the beach. Therefore, siting and design alternatives should include locating the residence further landward, reducing its size and footprint, and other options that would minimize impacts and shoreline hazard risks.

There are NO protective structures proposed or necessary over the life of the development. The only portion of the development that may be subject to wave runup under what is currently less than 1% probability conditions, in the future, are the piles. The piles are designed to withstand wave forces. The actual residential structure will not be subject to wave runup. Like other projects along this stretch of shoreline the wave runup is designed/allowed to flow thru the property beneath the structure, back to the street. This wave runup condition is not a typical condition but based upon the GSI study, and this comment response, an unlikely condition over the project life. The CoSMoS modeling shows that the development is beyond the limit of coastal hazards with SLR in excess of the likely SLR (4.75 feet or less), the 100 year storm event, and in consideration of excessive shoreline erosion. Based upon the proposed design, which includes the building elevation and pile foundation, and the unlikely impact of coastal hazards on the project, no additional siting or design alternatives are necessary. The project meets the development standards of the City of Oxnard and the certified Local Coastal Plan.

In conclusion, the uncertainty in SLR and shoreline erosion over the life of the development are accounted for by using onerous and low probability co-occurring conditions for the design of the structure. The CCC comments concerning a combination of tides, wave conditions, and SLR are addressed in the GSI Study and confirmed by the independent and conservative CoSMoS modeling. By using the MOST onerous and low probability conditions for the design of the project there is no technical basis for additional design and project siting analysis.

We appreciate this opportunity to be of service. Should you have any questions, please do not hesitate to contact the undersigned at (760) 438-3155.

Respectfully submitted,



GeoSoils, Inc.
David W. Skelly MS
RCE#47857



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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Public Hearing

AGENDA ITEM NO.: 2

DATE: July 10, 2018

TO: City Council

THROUGH: Alexander Nguyen
City Manager

FROM: Arturo Casillas
Housing Director

SUBJECT: Public Hearing 2013-17 Consolidated Plan (Extending the Plan for an Additional Two Plan Years, 2018 and 2019); FY2018-19 CDBG, HOME, and ESG Annual Action Plan Funding Recommendations; and Amended Citizens' Participation Plan. (10/20/15)

CONTACT: Arturo Casillas, Housing Director
Arturo.Casillas@oxnard.org, (805) 385-8094

RECOMMENDATION:

That the City Council:

1. Conduct a public hearing to consider public testimony regarding project funding recommendations for use of entitlement grant funds;
2. Approve the 2018 Annual Action Plan (AAP) with final recommended use of funds for the three entitlement grants, Community Development Block Grant (CDBG), Home Investments Partnership (HOME) grant and the Homeless Emergency Solutions Grant (HESG);
3. Approve the 2nd amendment to the 2013-17 Consolidated Plan (ConPlan), extending the plan for an Additional Two Plan Years, 2018 and 2019);
4. Approve an Amended Citizens' Participation Plan (CPP);
5. Authorize the City Manager to make any changes to the AAP, Consolidated Plan, and amended CPP, as directed by the City Council, including amending any budget appropriations approved by the City Council and requiring amendment to reflect the additional federal funding received.
6. Authorize the City Manager to execute the required applications, certifications, and other pertinent documents for the submission of the ConPlan and AAP to the U.S. Department of Housing and Urban Development (HUD);

7. Authorize the City Manager to execute HUD agreements and sign all agreements for the implementation of the ConPlan and AAP including subrecipients, interdepartmental, and intradepartmental agreements.

BACKGROUND

To receive the entitlement grant funds, the City is required to adopt and submit to HUD a consolidated plan every three to five years. The City Council approved the five-year Consolidated Plan for FY 2013-2018 on June 11, 2013 and the 1st Amendment of the Consolidated Plan for FY 2013-2018 was approved on December 8, 2015. The 2nd Amendment extends the City of Oxnard's Consolidated Plan through 2020.

The current City ConPlan ends in 2018. For the Plan Year 2018 (FY 2018-19), HUD encouraged that the City consider and coordinate a ConPlan joined with the Ventura County Regional Consolidated Plan (VC ConPlan). To allow the City time to align its planning cycle with the VC ConPlan, HUD has granted the City a two-year extension to its 2013-2017 ConPlan, so that joining the VC ConPlan would occur with the 5-year cycle for Plan Years 2020-2024. The two year extension is in accordance with 24 CFR 91.15(b) (2) and (3), 91.20 and 91.200(b).

The City's community development priorities and multiyear goals will remain the same during the next two years, based on an assessment of housing and community development needs carried out in 2013, and an analysis of housing and economic market conditions and available resources. The ConPlan's goals and objectives for the two additional years have been amended.

Citizen Participation Plan (CPP)

As part of the consolidated plan development process, federal regulations 24 CFR Part 91, Subpart B, Citizen Participation and Consultation, require that the City consult with community service providers, other jurisdictions, and other entities with an interest in or knowledge of the City's housing and non-housing community development needs and issues. The City of Oxnard originally adopted its Citizen Participation Plan on October 18, 1994. On July 25, 2000, the original document was amended. This amended Citizen Participation Plan will incorporate provisions to comply with 24 CFR 91.105. The amended CPP reconciles with applicable regulations since last updated. The CPP encourages citizens to participate in the development of both the Consolidated Plan and the Annual Action Plan.

Annual Action Plan (AAP)

Each year the City must submit an Annual Action Plan (AAP), which serves as an application for its three entitlements grant programs: the Community Development Block Grant (CDBG), the HOME Investments Partnerships (HOME), and the HEARTH Emergency Solutions Grant (HESG). On January 30, 2018, the City Council held the first public hearing on the FY 2018-2019 Annual Action Plan (AAP) to obtain public input on unmet needs of extremely low and

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July 10, 2018

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low-income persons in the areas of housing, community development and homelessness, which are not currently being addressed by the City, other local agencies and organizations.

In compliance with the City's Citizen Participation Plan, the second public hearing is scheduled for July 10, 2018. This public meeting will provide further opportunity for the City Council and the public to assess the unmet needs and to consider the funding recommendations developed by the City's Application Review Panel. The total grants allocation for Fiscal Year 2018-2019 is \$3,490,487. In addition, Program Income and Prior Year Resources listed below contribute to the FY 2018-19 Available Resources for the City of Oxnard Plan Year 2018. Those resources bring the combined total to \$3,846,487.

FY 2018-2019 Available Resources	
HUD Allocation	
CDBG	\$ 2,502,719
HOME	\$ 791,219
HESG	\$ 196,549
Subtotal	\$ 3,490,487
Program Income Estimated	
CDBG	\$ 100,000
HOME	\$ 125,000
Subtotal	\$ 225,000
Prior Year Resources	
CDBG	\$ 131,000
Subtotal	\$ 131,000
Grand Total Estimate	\$ 3,846,487

DISCUSSION

Public notice was given on December 29, 2017 for the first public hearing held on January 30, 2018. Applications were available as of February 1, 2018 and Pre-Applications Workshops were held on February 13, 14, and 15, 2018. The due date for the applications was February 28, 2018. Interviews with applicants and deliberations on the funding recommendations were held on March 13, 14, and 15, 2018.

To ensure community involvement and transparency in the planning process, an Application Review Panel was convened to make funding recommendations. The six-member Application Review Panel was made up of three City staff members and three members representing Citizen Advisory Groups consisting of: Parks, Recreation, and Community Services, Commission on Homelessness, and Senior Services Commission. Funding recommendations follow the U.S. Department of Housing & Urban Development's (HUD's) Fiscal Year 2018 "Funding

Highlights” and the City of Oxnard’s amended FY2013-19 Consolidated Plan’s “Priorities and Goals.”

The panel’s recommendations were based on estimates of 10% less than the FY 2017-18 allocations. The City of Oxnard received additional funding not anticipated at time of panel review. Based on additional grant funding, staff increased the panel’s recommendations by approximately 12% for each recommended awardee. In addition, staff is recommending \$200,000 in CDBG funds for architectural and physical modifications at a year-round shelter for homeless. Staff is also recommending \$149,669 in CDBG funding for expansion efforts for Gabriel’s House, at the City-owned site at 1450 Rose Ave. This facility presently houses 25 to 40 homeless women and children. Plans are to double the capacity by adding on to the facility. Staff is also recommending \$18,500 for an after-school Boys & Girls Club program at Pleasant Valley Village in southside Oxnard and \$34,987 for off-site improvements for the proposed affordable housing Etting Road project, also in south Oxnard.

The draft of the FY 2018-2019 Annual Action Plan, including the Panel's funding recommendations and staff recommendations, became available to the public for a 30-day review period beginning June 8, 2018 and will end on July 10, 2018. The public notice of the 2nd Amendment of the Con Plan, Amended CPP and AAP's availability for 30-day comment and review period and notice of the Second Public Hearing date were published in both the VIDA Newspaper on June 7, 2018 in Spanish and Ventura County Star Newspaper on June 9, 2018. The ConPlan, Amended CPP and AAP were also available in the City's Main Library, the City Clerk's Office, and the Housing Department and on the City's website.

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City of Oxnard Fiscal Year 2018-2019 Funding Recommendation

Agency/Organization	Program/Location	Funding Recommendation
CDBG		
Housing Department- Grants Management	Administration & Planning	\$ 546,744
Oxnard Housing Department- Fair Housing	Fair Housing Program	\$ 89,071
Oxnard Recreation Department	Colonia Park Gymnasium	\$ 43,800
Oxnard Recreation Department	Colonia Boxing Gym	\$ 20,000
Oxnard Recreation Department	Mid-City Boxing	\$ -
Oxnard Recreation Department	Police Activities League	\$ 40,500
Oxnard Recreation Department	Senior Technology	\$ 21,800
American Diabetes Association	Diabetes Prevention for Children: Project Power-Up	\$ 18,500
Community Action of Ventura County	Oxnard Transition Center for the Homeless	\$ 42,900
County of Ventura-Human Services Agency	RAIN TLC-Bridge to Home	\$ 22,700
El Centrito Family Learning Centers	Literacy-Integrated After School & Summer STEAM Academy	\$ 15,000
Livingston Memorial Visiting Nurses Association	Subsidized Care Program	\$ 27,300
Ventura County Community Development Corporation	Changing Lives Through Homeownership	\$ 15,000
Boys and Girls Club	After School Program - Pleasant Valley Village Community Center	\$ 18,500
Cabrillo Economic Development Corporation	Etting Road Off-site Improvements	\$ 34,987

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Oxnard Housing Department -AHRD	Housing Services	\$	230,000
Oxnard Development Services Department	Code Compliance	\$	200,000
Oxnard Fire Department	Enhanced Medical Services	\$	170,000
Oxnard Fire Department	Operations Chief Mobile Command Vehicle	\$	120,000
Oxnard Fire Department	Fire Station Generators	\$	150,000
Oxnard Park Department	Community Center East Park Improvements Phase I/II	\$	450,000
Oxnard Public Works Department	Colonia Road Street Improvement	\$	107,248
Oxnard Housing Department- Homeless Services	Homeless Shelter Building Improvements	\$	200,000
Oxnard Housing Department- Homeless Services	1450 S Rose Ave. Building Improvements	\$	149,669
Recommended Funding CDBG Total		\$	2,733,719
ESG			
Administration	Administration	\$	14,741
Community Action of Ventura County	Street Outreach	\$	29,075
The Kingdom Center	Oxnard Emergency Shelter	\$	30,000
Turning Point Foundation	Mentally Ill Emergency Shelter	\$	48,854
County of Ventura-Human Services Agency	Homeless Prevention	\$	14,459
County of Ventura-Human Services Agency	Rapid Re-Housing	\$	20,490
Society of Saint Vincent de Paul	Street Outreach	\$	10,000
Society of Saint Vincent de Paul	Rapid Re-Housing	\$	14,465
Society of Saint Vincent de Paul	Homeless Prevention	\$	14,465
Recommended Funding ESG Total		\$	196,549
HOME			
Administration	Administration	\$	91,622
Community Housing Development Organization	Cabrillo Economic Development Corporation*	\$	359,136
Affordable Housing		\$	465,461
Recommended Funding HOME Total		\$	916,219
RECOMMEND FUNDING GRAND TOTAL		\$	3,846,487

*Note: Funding would be conditioned upon the developer meeting all HOME program requirements and reaching specific milestones, including but not limited to: completion of NEPA Environmental Review; receiving commitments of all other necessary financing; and starting and completing construction within HUD's required timeframe.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Objective 1b. Explore alternatives for youth through recreation programs and intervention services.

Objective 1c. Highlight our continued efforts to address Domestic Violence.

Objective 1e. Develop a rental inspection program.

Goal 2. Address homelessness through the development and implementation of a multi-tiered strategy.

Objective 2a. Identify the City's homelessness mission and create a 5-year plan to address homelessness.

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

Objective 3b. Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.

Objective 3e. Create a pilot revitalization project for Southwinds Neighborhood.

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.

Objective 1a. Complete the Public Works Integrated Master Plan.

Objective 1b. Develop master plans for other City facilities and vehicles.

Goal 2. Develop an asset management program that includes fleet, facilities, parks, streets, alleys, water, wastewater and storm water.

Objective 2a. Develop a City-wide asset management program.

Objective 2b. Develop an asset management funding plan.

Goal 3. Ensure Funding is adequate to meet the goals of the master plans.

Objective 3a. Maximize funding sources.

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

FINANCIAL IMPACT

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The 2018-2019 Annual Action Plan outlines how the City plans to allocate its three entitlement grant programs, CDBG, HOME, and HESG, for the FY 18-19 budget. This includes new HUD grant allocations of \$2,502,719 in CDBG, \$791,219 for HOME, and \$196,549 for HESG. FY 18-19 program income is estimated at \$100,000 for CDBG and \$125,000 for the HOME program. Prior year resources of \$131,000 are also being included in the budget plan. The grand total of available resources is estimated at \$3,846,487.

ATTACHMENTS:

Attachment A Draft of FY 2018-19 Annual Action Plan

Attachment B Draft of 2nd Amendment of FY 2013-2018 Consolidated Plan (Extending the Plan an Additional 2 Plan Years)

Attachment C Draft of Amended City of Oxnard Citizen Participation Plan

Attachment D FY 2018-19 Grant Funding Recommendations

Attachment E HUD Entitlement Allocation Five Year Summary

Attachment F 2nd PH FY 2018-19 AAP Memo

Attachment G Certificate of Publication - 2nd PH Newspaper Ad

City of Oxnard

Annual Action Plan for Fiscal Year 2018-2019

DRAFT

Prepared by:

City of Oxnard – Housing Department – Grants Management

435 South D Street, Oxnard, California, 93030



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Executive Summary

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

1. Introduction

The regulations of the United States Department of Housing and Urban Development (HUD) require that an Annual Action Plan (AAP) be submitted for each plan year within an agency's Consolidated Plan. The City of Oxnard's Consolidated Plan (ConPlan) is a five year plan document covering five plan years from 2013-2017. An amendment to extend the ConPlan goals for two years, Plan Years 2018 and 2019 will provide the plan goals for Plan Year 2018. This document is to comply with the HUD requirement to submit the City of Oxnard's (City) Annual Action Plan for plan year 2018 (2018 AAP).

In the ConPlan Extension, the priorities that need to be addressed for community development and housing needs of the City of Oxnard are identified. The AAPs annually identify the resources available to address those needs identified in the ConPlan Extension, describe the activities that will be undertaken designed to meet the annual goals and objectives that relate to the identified needs as determined in the ConPlan Extension, describe the geographic areas targeted for assistance, include the Citizen Participation Plan, and set the basis for performance monitoring whereby results are measured as goals accomplished and outcome indicators.

Goals and objectives of the community needs identified in the ConPlan Extension will be accomplished by activities specified by the City's AAPs. With the 2018 AAP, the City will implement activities that continue to strive to derive positive outcomes that were set forth as goals for the ConPlan Extension period, Plan Year 2018. The current AAP will cover the period of July 1, 2018 to June 30, 2019 (plan year 2018). Herein are described the expected federal, state and local resources, the priorities and specific objectives the City desires to achieve, and the activities that will be undertaken throughout the 2018 plan year.

In recent years, the City's allocation of entitlement grant funds from HUD has either increased or remained relatively unchanged. The Plan year 2018 allocations are; Community Development Block Grant (CDBG) \$2,502,719 an increase of 14.6%, HOME Investment Partnerships (HOME), \$791,219 an increase of 48.7% and Hearth Emergency Solutions Grant (HESG), \$196,549, a decrease of 0.8%. Total HUD entitlement grant funds increased by 19.8%, to \$3,490,487.

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

- Housing Needs
- Homeless Needs
- Community Services and Special Needs
- Community Facilities and Infrastructure

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

2. Summarize the Objectives and Outcomes identified in the Plan

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

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

Once the objective for the activity is identified, the City determines which of the three HUD outcome categories best reflects what the City seeks to achieve by funding the activity. The three outcome categories are:

1. Availability/Accessibility - This outcome category applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income (LMI) people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the affordable basis of daily living available and accessible to LMI people in the area in which they live.
2. Affordability - This outcome category applies to activities that provide affordability in a variety of ways to LMI people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as day care.
3. Sustainability - Promoting Livable or Viable Communities. This outcome applies to projects where the activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to LMI persons or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

3. Evaluation of past performance

The City combines the information reported to HUD in the FY 2017-18 Consolidated Annual Performance and Evaluation Report (CAPER) and the directives from HUD in the determination and recommendation of the FY 2018-19 AAP proposed projects.

The FY 2018-19 AAP is the sixth year of implementing the 2nd Amendment of the 2013-2017 ConPlan. Accomplishments achieved during the program year (PY) 2016 (July 1, 2016 through June 30, 2017) were evaluated in detail in the PY 2016 CAPER. The CAPER was completed and submitted to HUD on September 30, 2017 and approved by HUD on December 19, 2017.

The three major program areas underlining CDBG and HOME entitlement grants, such as (1) Decent and Affordable Housing, (2) Suitable Living Environment, and (3) Economic Opportunities, coupled with the Continuum of Care (CoC) of Homelessness have received a high priority in the 2013-17 ConPlan Extension. The goals and accomplishment for Plan year 2018 are summarized in the attached table.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

As part of the AAP development, the City staff scheduled two public hearings: (1) January 23, 2018 and (2) July 10, 2018:

First Public Hearing-January 23, 2018 provided the opportunity for the public to comment on unmet needs and City Council (Council) to make recommendations to staff regarding the priorities and objectives for FY 2018-19 AAP. As part of the development process of the AAP, City Staff developed a mailing list of more than 100 addresses consisting of organizations, the faith community, service providers, Oxnard Housing Authority (OHA), and cities within Ventura County. Copies of the public hearing notices were included in the "Neighborhood News" packets which were distributed weekly for a month prior to the public meeting to approximately 231 Oxnard residents. The public hearing notice was advertised in two newspapers (Vida and the Ventura County Star), posted on City website, broadcasted on the public viewing TV Channels 10/35 and posted in public buildings such as the Main Library, City Clerk's Office, and the Housing Department Administration building. The public comment period started December 23, 2017 and ended on January 28, 2018. One public comment was received during the public hearing of January 23, 2018 and there were no written comments.

Second public hearing – July 10, 2018 is scheduled (1) to provide the opportunity to the public to comment on the projects recommended for funding as submitted by the Grant Application Review Panel for FY 2018-19 AAP; and (2) to receive recommendations and direction from Council regarding the FY 2018-19 AAP grant funding. The notices of the public hearing were mailed to more than 100 addresses consisting of organizations, the faith community, service providers, Oxnard Housing Authority (OHA), and cities within Ventura County. Copies of the public hearing notices were included in the "Neighborhood News" packets which were distributed weekly for a month prior to the Hearing to approximately 231 Oxnard residents. The public hearing notice was advertised in two newspapers (Vida and the Ventura County Star), posted on the City website, broadcasted on the public viewing TV channel 10/35 and posted in public buildings such as the Main Library, City Clerk's Office, and the Housing Department Administration building. Vida published the notice in Spanish on June 7, 2018 and the Ventura County Star publicized the notice of hearing on Sunday June 10, 2018. The public review and written comment period began on June 8, 2018 and concluded on July 10, 2018.

5. Summary of public comments

First Public Hearing: January 23, 2018

During the first Public Hearing, the oral comment received was regarding the unmet needs of housing for homeless and mentally ill people.

Second Public Hearing: July 10, 2018

Update will occur after the second Public Hearing.

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

All written and oral public comments have been accepted.

7. Summary

The City is committed to provide funds that serve the most disadvantaged residents while following HUD's directives.

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

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

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

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

Table 1 – Responsible Agencies

Narrative (optional)

The City of Oxnard, as the lead agency for the entitlement grants, designated the Housing Department to develop the AAP. The Housing Department's Grant Management Division will also act as grants management of several public and private agencies that will implement and administer programs and activities under the Plan.

Consolidated Plan Public Contact Information

Housing Department-Grants Management Division

435 South D Street Oxnard CA 93030

Phone: (805) 385-7959

E-mail: roel.briones@oxnard.org

DRAFT

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

1. Introduction

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

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

- Grants Management Division staff work closely with other City staff members such as: Affordable Housing and Rehabilitation; Homeless Assistance Program; Development Services; Utilities; Treasury; OHA; Community Development Services; Code Compliance; Geographical Information System; Recreation and Community Services; and, Finance to ensure that careful consideration is given to the City's identified needs, and that programs and services are cost-effective and meet specific goals and objectives in order to develop and implement the ConPlan and the AAP.
- City staff members in the Department and/or Divisions; Affordable Housing and Rehabilitation, Homeless Assistance Program, Development Services, Utilities, Treasury, OHA, Community Development Services, Code Compliance, Geographical Information System, Recreation and Community Services and Finance provide supportive services as needed to accomplish ConPlan development efforts,
- Housing staff during the fiscal year cycle continue to provide HUD program workshops to social service agencies and the opportunities for the residents to participate to the public hearings,
- Grants Management staff is a member of the C2 G2 forum group, established in November 2013. The goals of the group are to strategize on CDBG and HOME grants issues and to learn how to administer the two programs by using best practices in order to comply with HUD regulations,
- The due date for submission of the Assessment of Fair Housing (AFH) for both the City of Oxnard and for the Oxnard Housing Authority is October 4, 2020. HUD allows joint AFH submission by the two entities and through 2018-19, staff will be engaged in the necessary

community outreach and participation in order to produce the AFH for public review and comment in accordance with the HUD guidelines.

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

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

- Two public hearings were conducted (1/23/18; 7/10/18);
- A community Fair Housing workshop, free to the public, was conducted at the Oxnard Public Library in December of 2017, and a fair housing training seminar was presented to the staff of one of the CHDOs (Many Mansions) in September of 2017;
- Frequent consultations with representatives of Oxnard's three certified CHDOs (Cabrillo Economic Development Corporation, Habitat for Humanity, and Many Mansions) were held throughout the year;
- Attended the regional Continuum of Care (CoC) meetings to discuss the application, homeless needs and program directions and strategies;
- The City of Oxnard Commission on Homelessness conducted 10 meetings in 2017-18, and plans to conduct at least one more prior to June 30, 2018. As of April 2018, the Commission had adopted twelve resolutions which presented a total of forty-nine (49) policy recommendations to City Council;
- The Oxnard City Council's Homeless Sub-committee conducted two public meetings, in October and December of 2017, to consider and receive public input on the recommendations of the Commission on Homelessness;
- Coordinated and assisted the Point-in-Time count of the homeless persons in Ventura County and especially in Oxnard on February 22, 2018 resulted in a final count that was published by the County of Ventura in April of 2018;
- In a collaborative effort funded by the City of Oxnard, the City of San Buenaventura and the County of Ventura, a Winter Warming Shelter (WWS) was operated at the Ventura National Guard Armory for homeless persons from December 2017 through March 2018. Over 483 different homeless individuals were provided with hot meals, access to showers, a safe place to sleep, and on-site presence of homeless services agencies. An average of 64 homeless persons per night utilized the WWS.

- Requested representation for the Grants Application Review Panel from Inter Neighborhood Council Forum (INCF), the Senior Services Commission, Commission on Homelessness, Recreation and Community Services Commission, and staff from OHA, Finance and Public Works.

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

In 2013, the two regional Continuums of Care entities (CoC) were merged and are now recognized as the Oxnard/San Buenaventura CoC. The merged CoC is comprised of a Board of Directors and five sub committees (Homeless Management Information System (HMIS) Steering Committee, Data Performance and Evaluation, Public Information and Outreach, Coordinated Intake, and Housing Service and Coordination). Within these standing committees and the CoC body, are representatives from local housing authorities, homeless services providers, homeless health care, mental health, veterans' services, law enforcement, education, local homeless task forces, business leaders and city/county government representatives.

The Coordination of housing assistance and services for homeless persons continues to be implemented through a broad range of public and private funding and service providers that reach: chronically homeless individuals and families with children, veterans, unaccompanied youth, the recently homeless and those at risk of becoming homeless. City staffs participate as well on the City's Affordable Housing Team, OHA, the Homeless Committee, which is comprised of the Mayor Pro Tem and another City Council member. Other entities involved in the development of policy and implementation of the provision of services include the City Council-appointed Commission on Homelessness, regional bodies such as the Ventura County Housing and Homeless Coalition, the South Coast Collaborative Regional HMIS implementation committee, the Southern California Regional CoC Collaborative, and the newly formed Countywide CoC Alliance. The City's Housing Department also oversees the Fair Housing Program. An example of how the City directly provides funding and staff support to coordinate housing assistance include such interventions as a City Police Department implemented program that combines a ride along case manager with officers patrolling areas frequented by chronically homeless and recently homeless individuals and families allows for immediate needs assessments and referrals to appropriate agencies.

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

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

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

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

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Oxnard Housing Authority
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A bi-monthly management meeting was held for all Housing staff, including OHA staff. The topics were comprehensive and specific with detailed instructions on handling the issues which can be related to housing, homelessness and/or community partnership. Because the OHA is a component unit of the City and a Division of the City Housing Department, coordination occurs on a daily basis.
2	Agency/Group/Organization	Turning Point Foundation
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The outreach for the mentally ill homeless will be handled within the City and referrals will be made to the Turning Point shelter.

3	Agency/Group/Organization	Community Action of Ventura County
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community Action of Ventura County provided critical day services over the winter period to support overnight shelter services at the Ventura Armory during the 2017-2018 winter season
4	Agency/Group/Organization	Habitat for Humanity of Ventura County
	Agency/Group/Organization Type	Non-Profit Organization-CHDO
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Habitat for Humanity is in the process of construction of 5 single family units for sale to low income families, located at First and Hayes.
5	Agency/Group/Organization	MANY MANSIONS, A CALIFORNIA NONPROFIT CORPORATION
	Agency/Group/Organization Type	Non-Profit Organization-CHDO
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Many Mansions received HOME CHDO funds to construct 40-rental units for low income veterans and families. Groundbreaking for construction occurred in May 2018.

6	Agency/Group/Organization	CABRILLO ECONOMIC DEVELOPMENT CORPORATION
	Agency/Group/Organization Type	Non-Profit Organization-CHDO
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cabrillo applied for HOME CHDO development assistance funds to construct 42-rental units for farmworker families, located at the corner of Pleasant Valley Road and Etting Road, Oxnard, CA 93033
7	Agency/Group/Organization	THE KINGDOM CENTER
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	ADA compliance and resource development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Toured the facility with Kingdom Center staff and determined areas of the facility that could be upgraded enhanced and modified to promote greater access for persons with disabilities and developed scope of work and preliminary budget to conduct improvements in the near future with city CDBG funding as a source. In 2018, we have taken steps to make the ADA improvements through an architectural design contract that can be amended to phase in ADA construction and expansion design costs.
8	Agency/Group/Organization	County of Ventura
	Agency/Group/Organization Type	Services-homeless Services-Health Other government - County

What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Lead-based Paint Strategy
Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Planning, coordination and implementation of Homeless Point in Time count; count was conducted on February 22, 2018. Anticipated outcomes will be a greater knowledge of the local sheltered and unsheltered homeless population and to identify extent of need for additional housing and services. In AAP section AD-26, Administration of the Annual Action Plan, Grantee Unique Appendices, is attached the "Ventura County 2018 Homeless Count and Subpopulation Survey: Final Report", published in April 2018. Appendix A: Findings for Each City Concerning Unsheltered Adults and Families, beginning on page 30, is a PIT for each city in Ventura County (Ibid.). The City of Oxnard's PIT is in pages 39-40 of the report (Ibid.). The City conferred with the Ventura county Public Health Department regarding addresses of housing units wherein children have been identified as lead-poisoned in the City of Oxnard. Prior to implementation of the 2018 Annual Action Plan, the City will receive a list of addresses if such a list exists. Any rehabilitation activities on housing units constructed prior to 1978 will have lead hazards identified and actions taken to remove the hazard. The City's Affordable Housing Division does not own or manage any housing units. All units for which HOME and CDBG assistance is provided for homebuyer assistance or homeowner rehabilitation are administered in compliance with HUD's HOME or CDBG regulations for lead-based paint, as applicable inspections requirements. With respect to units owned or assisted by the Oxnard Housing Authority, there have been no cases of Public Housing tenants and/or Section 8 participant households reporting or having been discovered to have poisoned children or any child with

		"Environmental Intervention Blood Lead Level"(EIBLL). OHA staff provides a brochure related to lead based paint hazards to all new tenants. Maintenance staff attends training and seminars to stay current with the State of California Lead Awareness Training requirements. OHA has zero incidents or reports of a poisoned child or child with "Environmental Intervention Blood Lead Level"(EIBLL) from Public Housing tenants and/or Section 8 participants.
9	Agency/Group/Organization	Housing Rights Center
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	FAIR HOUSING, DISCRIMINATION
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City contracts with a professional fair housing service provider, the Housing Rights Center (HRC). The HRC provides fair housing counseling, discrimination complaint investigation, complaint processing, and dispute resolutions services for Oxnard tenants, home seekers, and housing providers. In addition, twice every year the HRC staff provides free fair housing training seminars for the public, along with an bi-annual training presented to the staff of the Oxnard Housing Authority and city housing staff on their fair housing obligations and responsibilities.

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

Not Applicable

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

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Ventura County CEO's Office	The goals of the Strategic Plan overlap with the goals of each plan by ensuring homeless persons have access to adequate services to help reduce the incidences of homelessness.
Oxnard Housing Authority Agency Plan	OHA	OHA Plan presents the program procedures related to Public Housing and Section 8 housing units, which overlaps with the AAP for delivering and providing affordable housing units to Oxnard residents. OHA is currently administering 15 set aside homeless preference vouchers, and 52 VASH vouchers.
City of Oxnard Housing Element	State of California Housing and Community Development (HCD)	HCD approves the City's Housing Element. The City's updated Housing Element indicates that as of March 2017, 2,497 of 4,199 affordable housing units remain to be built as indicated on the Southern California Association of Governments (SCAG) and Regional Housing Needs Allocation (RHNA).
Regional Housing Needs Allocation (RHNA)	Southern California Association of Governments (SCAG)	SCAG RHNA sets the low and moderate income housing needs allocations for the City as City is within the SCAG boundaries. The City's Housing element relies on the allocations by SCAG to develop local affordable housing needs. The 2014-2021 SCAG RHNA determined that 4,199 affordable housing units would be required in the City of Oxnard from 2014-2021. The updated Housing Element indicates that as of March 2017, 2,497 affordable housing units remain to be built.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

Implementation of the 2018 Action Plan requires coordination and compliance with the local and regional needs established by the City of Oxnard, County of Ventura, Southern California Council of Governments and the State of California.

The Southern California Association of Governments (SCAG), the nation's largest metropolitan planning organization (MPO), representing six counties, 191 cities and more than 18 million residents in Southern California, is mandated by federal and state law to research and draw up plans for transportation, growth management, hazardous waste management and air quality. SCAG undertakes a variety of planning and policy initiatives that regulate housing development.

One of these planning tools is the Regional Housing Needs Allocation (RHNA), it establishes the needs for affordable housing development in cities and counties within its region.

City of Oxnard's general plan contains a housing element that makes "adequate provision for the existing and projected housing needs of all economic segments of the community." The housing element must be revised and updated every eight years after 2010 due to SB 375. A community is not obligated to actually provide housing to all in need but the Regional Housing Needs Allocation (RHNA) is a "distribution of housing development capacity" that each city and county must zone for in a planning period. It is not a "construction need allocation," and is integral to the development of a Sustainable Community Strategy. The housing element is a planning document, requiring the City to plan for meeting its "fair share" of regional housing market need. The RHNA will set local housing and land use capacity goals to support future growth, including transit oriented, mixed use and infill development.

The time frame during which housing accomplishments towards the Regional Housing Needs Allocation (RHNA) can be counted (RHNA cycle) is January 1, 2014 through October 31, 2021. The City seeks to conserve and rehabilitate existing housing as well as provide opportunities for new development. The 2014-2021 SCAG RHNA determined that 4,199 affordable housing units would be required in the City of Oxnard. The City's updated Housing Element indicates that as of March 2017, 2,497 affordable housing units remain to be built.

The City Housing Department's mission is to promote the general welfare of the City by remedying unsafe and substandard housing, and by relieving the shortage of affordable housing for City residents. This mission is consistent with the City's General Plan and laws governing our housing funds and resources. The purpose of the Housing Department is to provide decent, safe, attractive, sanitary, and well maintained

housing for eligible low and very low income families in a manner that promotes commitment, exemplary customer service, economy, efficiency, and the social well-being of the residents.

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

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AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The FY 2018-19 AAP was developed in conjunction with residents and organizations through a public participation process that included workshops and public hearings conducted by City staff:

- 1) Two public hearings before City Council conducted by Housing Department staff;
- 2) Six workshops for CDBG, HOME and HESG programs conducted by Housing Department staff, followed up by multiple consultations, as well as, providing technical assistance to the community and agencies (services providers) through e-mails, phone conversations, and meetings;
- 3) All applications for funding were reviewed by Housing - Grants Management staff for eligibility and grants compliance and then forwarded to the Review Panel, which consisted of six members who are from the citizen advisory groups and City Department staff;
- 4) Meetings were conducted by Housing – Grant management staff for sub-recipients awardees;
- 5) Other workshops and meetings were handled by Affordable Housing staff and Fair Housing staff;
- 6) Meetings attended and participated by Homeless Assistance Program staff related to CoC and Emergency Solutions Grant;
- 7) Meeting with Inter Neighborhood Council Forum (INCF) (7/2018); Meeting dates Commission on Homelessness attended by Housing Department staff: July 3, 2017; August 28, 2017; October 2, 2017; November 6, 2017; December 4, 2017; January 8, 2018; February 5, 2018; March 5, 2018 and April 2, 2018.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Low/mod income Oxnard residents	12/17/17 Published Notice f 1st Public Hearing notice in VIDA (Spanish translation) and Ventura County Star newspapers on 12/28/17 (English version Spanish and English Notices were broadcasted on Public Channel 35, Public Notices regarding Public Hearings sent out to Oxnard Residents For first Public Hearing, 65 notices mailed out Notices were posted on the City	1st Public Hearing comment - City needs to provide more housing for homeless people	All comments accepted	NA

			of Oxnard website both in Spanish and English.			
2	Community Survey	Non-targeted/broad community Residents of Public and Assisted Housing Low/mod income Oxnard residents Persons with disabilities	189 surveys received Survey posted on the City of Oxnard website Distributed "Neighborhood News" packets to approximately 231 Oxnard residents Posted in public buildings such as the Main Library and Housing Department Administration building	189 surveys received High Priority Results included: Emergency Shelter Child Care Services Job Creation Job Training After School Programs Crime Prevention Programs (Youth) Crime Prevention Programs (Public Safety) Emergency Assistance (Job Development) Substance Abuse Services	No comments Received	https://www.oxnard.org/city-department/housing/grants-management/

				Domestic Violence Services		
3	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish	Unable to measure the response to the ad.	No Comments Received	No Comments Received	NA
4	Program Coordinating Committee meetings	Minorities Non-English Speaking - Specify other language: Spanish, Mixteca Persons with disabilities Non-targeted/ broad community	General meeting of community non-profits that serve various segments of the community	Round table discussion- No Comments Received	No Comments Received	NA

		Residents of Public and Assisted Housing cross-section of community				
5	Internet Outreach	Non-targeted/ broad community	Not measured	No Comments Received	No comments Received	https://www.oxnard.org/city-department/housing/

Table 4 – Citizen Participation Outreach

Expected Resources

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

Introduction

In Plan year 2018, the formula grant calculations of HUD allocations to City of Oxnard are CDBG \$2,502,719, HOME \$791,219 and ESG \$196,549, a total of \$3,490,487 in entitlement grants from HUD. In addition, estimated program income of \$100,000 for CDBG programs and \$125,000 for HOME programs and prior year resources of \$131,000 for CDBG programs. This will increase total available resources from 2018 Plan year to \$3,846,487. The source of program income comes principally from re-payment of loans and recaptures from defaults. Those funds will be used towards meeting the goals and objectives of the 2018 AAP.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources : \$	Total: \$		
CDBG	public - federal	Admin and Planning Housing Public Improvements Public Services Economic Development	2,502,719	100,00	131,000	2,733,719	0	Available resources from CDBG Plan year 2018 total \$2,733,719. Uses of the available resources will be according to the funding priorities set forth in the ConPlan. The specific Activities will be setup in IDIS. The uses of funds will be capped according to the HUD regulations for: (1) Admin and Planning - no more than 20%, or \$546,744 and (2) Public Services 15%, or \$410,058. The 2018 balance will be distributed as Direct

								Benefits as detailed by the City during the AAP process.
HOME	public - federal	Admin and Planning Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for rental assistance project	791,219	125,000	0	916,219	0	In plan year 2018, available resources from HOME funding is \$916,219; 1) 2018 HUD allocation, \$791,219 and 2) 2018 program income \$125,000. 2018 planned uses of funds are; (1) Administration \$91,622 and (2) CHDO Set Asides \$137,433. In addition, \$687,164 of uncommitted funds are available for programming and expected to be committed for HOME activities during the plan year.
ESG	public - federal	Admin and Planning Overnight Shelter Homeless Prevention Rapid Re-	196,549	0	0	196,549	0	Plan year 2018 Available resources for HESG are \$196,549. The limited availability of ESG resources is spread across the Uses identified in this table. HESG Administration and Planning costs is

		housing Outreach						\$14,741 those are included in HESG Project 2.
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Table 1 - Expected Resources – Priority Table

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

HOME funds are matched at a greater than 25% level by recipients of HOME funds, city, and other participants.

ESG funds are matched dollar for dollar by subrecipients. The city matched for Administration portion only.

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

1450 S. Rose Ave, Oxnard, CA city property leased for homeless shelter.
Oxnard Housing Authority Public Housing Sites

Discussion

The resources for 2018 AAP will accomplish more activities but will not meet all the needs prevalent throughout the city.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Help Achieve Homeownership	2018	2018	Affordable Housing	City-wide	Housing	HOME: \$272,837	Direct Financial Assistance to Homebuyers: 20 Households Assisted
2	Provide Housing Services	2018	2018	Affordable Housing	City-wide	Housing and Supportive Services	CDBG: \$230,000	Homeowner Housing Added: 20 Household Housing Unit Homeowner Housing Rehabilitated: 6 Household Housing Unit
3	Help Achieve Housing Preservation	2018	2018	Affordable Housing	City-wide	Housing	CDBG: \$0	Homeowner Housing Rehabilitated: 0 Household Housing Unit
4	Infrastructure and Public Facilities	2018	2018	Non-Housing Community Development	Low-Mod Areas census tract neighborhoods City-wide	Public Facilities Public Improvements	CDBG: \$1,346,917	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 207,906 Persons Assisted

5	Public Services	2018	2018	Homeless Non-Homeless Special Needs	Low-Mod Areas census tract neighborhoods City-wide	Housing and Supportive Services Job Development	CDBG: \$344,458	Public service activities other than Low/Moderate Income Housing Benefit: 2,050 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 150 Households Assisted
6	Reduce homelessness	2018	2018	Homeless	City-wide	Homeless Homeless Prevention/Rapid Re-Housing	CDBG: \$65,600 ESG: \$181,808	Public service activities other than Low/Moderate Income Housing Benefit Outreach: 368 Persons Assisted Rapid Rehousing: 36 Persons and 8 Households Assisted Emergency Shelter: 155 Persons Assisted Homelessness Prevention: 14 Persons and 6 Households Assisted
7	Planning and Administration	2018	2018	Planning and administrative costs	City-wide	Homeless Homeless Prevention/Rapid Re-Housing Housing and Supportive Services Job Development Public Facilities	CDBG: \$546,744 HOME: \$91,622 ESG: \$14,741	Other: 0 Other

						Public Improvements		
8	New Affordable Rental Housing Units	2018	2018	Affordable Housing	City-wide	Housing	HOME: \$551,760	Rental units constructed: 81 Household Housing Unit
9	Code Enforcement Effort	2018	2018	code enforcement	Low-Mod Areas census tract neighborhoods	Housing	CDBG: \$200,000	Housing Code Enforcement/Foreclosed Property Care: 1,800 Household Housing Unit

Table 2 – Goals Summary

Goal Descriptions

1	Goal Name	Help Achieve Homeownership
	Goal Description	Start date of Annual goal to Help Achieve Homeownership is July 1, 2018 or immediately upon approval of 2018 AAP.
2	Goal Name	Provide Housing Services
	Goal Description	Start date of Annual goal to Provide Housing Services is July 1, 2018 or immediately upon approval of 2018 AAP.

3	Goal Name	Help Achieve Housing Preservation
	Goal Description	Start date of the Help Achieve Housing Preservation goals is July 1, 2018 or immediately upon approval of 2018 AAP.
4	Goal Name	Infrastructure and Public Facilities
	Goal Description	Start date of the Infrastructure and Public Facilities goals is July 1, 2018 or immediately upon approval of 2018 AAP.
5	Goal Name	Public Services
	Goal Description	Start date of the Public Services goals is July 1, 2018 or immediately upon approval of 2018 AAP.
6	Goal Name	Reduce homelessness
	Goal Description	Start date of the Reduce homelessness goals is July 1, 2018 or immediately upon approval of 2018 AAP.
7	Goal Name	Planning and Administration
	Goal Description	Start date of the Planning and Administration goals is July 1, 2018 or immediately upon approval of 2018 AAP.
8	Goal Name	New Affordable Rental Housing Units
	Goal Description	Start date of the New Affordable Rental Housing Units goals is July 1, 2018 or immediately upon approval of 2018 AAP.
9	Goal Name	Code Enforcement Effort
	Goal Description	Start date of the Code Enforcement Efforts goals is July 1, 2018 or immediately upon approval of 2018 AAP.

Projects

AP-35 Projects – 91.220(d)

Introduction

These are 2018 Plan year Projects designed to accomplish the goals and objectives of the 2018 AAP. The 2018 Projects will organize Activities in IDIS under the Projects setup in this section of AAP. The Projects are Planning and Administration, Homeless Assistance, Public Services, Infrastructure and Public Facilities, Housing Development, Homeowner Loans & Services and Code Compliance.

Projects

#	Project Name
1	PLANNING AND ADMINISTRATION-CDBG & HOME
2	HESG: HOMELESS ASSISTANCE
3	CDBG PUBLIC SERVICES
4	CDBG: DB- INFRASTRUCTURE AND PUBLIC FACILITIES
5	HOME: HOUSING DEVELOPMENT
6	CDBG: DB- HOMEOWNER LOANS
7	CDBG: DB- CODE COMPLIANCE
8	CDBG: DB- PUBLIC FACILITIES - FIRE PROTECTION EQUIPMENT

Table 3 - Project Information

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

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

DRAFT

AP-38 Project Summary
Project Summary Information

DRAFT

1	Project Name	PLANNING AND ADMINISTRATION-CDBG AND HOME
	Target Area	City-wide
	Goals Supported	Planning and Administration
	Needs Addressed	Housing Homeless Homeless Prevention/Rapid Re-Housing Housing and Supportive Services Job Development Public Facilities Public Improvements
	Funding	CDBG: \$546,744 HOME: \$91,622
	Description	PLANNING AND ADMINISTRATION COSTS SUBJECT TO CAPS FOR EACH FUNDING SOURCE; CDBG (20%) AND HOME (10%)
	Target Date	6/30/19
	Estimate the number and type of families that will benefit from the proposed activities	Planning and Administration activities will benefit families City-wide as this activity is the tool of that coordinates the distribution of CDBG and HOME funding throughout the City of Oxnard. An estimated 207,906 persons will benefit from this activity.
	Location Description	City-wide
	Planned Activities	Coordination of all CDBG and HOME Planning and Administration activities.

2	Project Name	HESG: HOMELESS ASSISTANCE
	Target Area	City-wide
	Goals Supported	Reduce homelessness
	Needs Addressed	Homeless Homeless Prevention/Rapid Re-Housing
	Funding	HESG: \$196,549
	Description	PLANNING AND ADMINISTRATION COSTS SUBJECT TO 7.5 % CAP FOR HESG, HEARTH EMERGENCY SOLUTIONS GRANT FUNDS TO PROVIDE FINANCIAL ASSISTANCE TO VARIOUS SERVICE PROVIDERS FOR EMERGENCY SHELTER AND STREET OUTREACH SUBJECT TO 60% CAP; HOMELESS PREVENTION, RAPID RE-HOUSING, AND HMIS ACTIVITIES TO SERVE HOMELESS INDIVIDUALS AND FAMILIES, AND THOSE AT-RISK OF BECOMING HOMELESS.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	CAVC WILL PROVIDE OUTREACH ACTIVITIES TO 68 HOMELESS PERSONS; CVHSA WILL PROVIDE HOMELESS PREVENTION ASSISTANCE TO 6 HOUSEHOLDS AND RAPID RE-HOUSING TO 8 HOMELESS HOUSEHOLDS; KINGDOM CENTER WILL PROVIDE EMERGENCY SHELTER TO 140 INDIVIDUALS; SSVDP WILL PROVIDE OUTREACH TO 300 INDIVIDUALS, RAPID RE-HOUSING TO 36 INDIVIDUALS AND HOMELESS PREVENTION TO 14 INDIVIDUALS; AND TURNING POINT WILL PROVIDE EMERGENCY SHELTER TO 15 MENTALLY-ILL PERSONS.
	Location Description	various locations
	Planned Activities	1) ADMINISTRATION OF HESG GRANT BY CITY OF OXNARD 2) STREET OUTREACH BY COMMUNITY ACTION OF VENTURA COUNTY, 3) EMERGENCY SHELTER BY KINGDOM CENTER, 4) EMERGENCY SHELTER FOR MENTALLY ILL BY TURNING POINT FOUNDATION, 5) COUNTY OF VENTURA HSA WILL PROVIDE HOMELESS PREVENTION AND 6) RAPID RE-HOUSING, 7) SOCIETY OF ST. VINCENT DE PAUL WILL PROVIDE STREET OUTREACH, 8) RAPID RE-HOUSING AND 9) HOMELESS PREVENTION.

3	Project Name	CDBG PUBLIC SERVICES
	Target Area	Low-Mod Areas census tract neighborhoods City-wide
	Goals Supported	Provide Housing Services Public Services Reduce homelessness
	Needs Addressed	Housing Homeless
	Funding	CDBG: \$410,058
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2018 CDBG ALLOCATION, PROGRAM INCOME AND PRIOR YEAR RESOURCES. FUNDING FOR FAIR HOUSING COUNSELING, HOMELESS EMERGENCY SHELTER AND DAY SHELTER, YOUTH RECREATIONAL PROGRAMS, SENIOR SERVICES AND HEALTH CARE SERVICES.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	882 YOUTH WILL BE ASSISTED WITH RECREATIONAL PROGRAMS IN LOW-MOD NEIGHBORHOODS, 289 YOUTH DEVELOPMENT SERVICES IN LOW-MOD NEIGHBORHOODS, 51 SENIORS EDUCATIONAL SERVICES IN LOW-MOD NEIGHBORHOODS, 171 LOW-INCOME INDIVIDUALS WILL BE ASSISTED WITH SUBSIDIZED HEALTH CARE, 360 WILL BE ASSISTED WITH HOMEOWNERSHIP COUNSELING SERVICES, FAIR HOUSING SERVICES WILL ASSIST 150 FAMILIES, AND 298 HOMELESS INDIVIDUALS WILL BE ASSISTED WITH EMERGENCY SHELTER, HOUSING, SUPPORTIVE SERVICES AND COUNSELING.
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	1) CITY OF OXNARD FAIR HOUSING PROGRAM, 2) TRANSITION CENTER FOR HOMELESS OPERATED BY COMMUNITY ACTION OF VENTURA, 3) EMERGENCY SHELTER FOR HOMELESS BY COUNTY OF VENTURA HUMAN SERVICES AGENCY RAIN PROGRAM, 4) SUBSIDIZED HEALTH CARE SERVICES BY LIVINGSTON MEMORIAL VISITING NURSES ASSOCIATION, CITY OF OXNARD RECREATION SERVICES AT 5) COLONIA GYM, 6) COLONIA BOXING GYM,

		7) POLICE ACTIVITIES LEAGUE, 8) SENIOR TECHNOLOGY EDUCATION, 9)EL CENTRITO YOUTH DEVELOPMENT, 10) AMERICAN DIABETES ASSOCIATION HEALTH EDUCATION, 11) BOYS AND GIRLS CLUB YOUTH DEVELOPMENT, AND 12) VENTURA COUNTY COMMUNITY DEVELOPMENT HOMEOWNERSHIP COUNSELING.
4	Project Name	DB-INFRASTRUCTURE AND PUBLIC FACILITIES
	Target Area	Low-Mod Areas census tract neighborhoods City-wide
	Goals Supported	Infrastructure and Public Facilities
	Needs Addressed	Public Facilities
	Funding	CDBG: \$906,917
	Description	INFRASTRUCTURE, PUBLIC FACILITIES AND MAJOR IMPROVEMENTS-CIP
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	THIS PROJECT WILL ACCOUNT FOR TANGIBLE IMPROVEMENTS TO CITY FACILITIES CITY WIDE AND IN LOW-MOD CENSUS TRACT NEIGHBORHOODS. THE CITY-WIDE ACTIVITIES WILL ASSIST 207,906 PERSONS, THE OTHER ACTIVITIES WILL TARGET LOW-MOD CENSUS TRACT NEIGHBORHOODS.
	Location Description	VARIOUS LOCATIONS IN THE CITY OF OXNARD
	Planned Activities	1) COMMUNITY CENTER AT EAST PARK NEIGHBORHOOD, 2) COLONIA ROAD STREET IMPROVEMENT, 3) HOMELESS SHELTER BUILDING IMPROVEMENTS, 4)BUILDING IMPROVEMENTS AT 1450 S ROSE AVE THAT IS LEASED TO A HOMELESS SERVICE PROVIDER
5	Project Name	HOME: HOUSING DEVELOPMENT
	Target Area	Low-Mod Areas census tract neighborhoods

	Goals Supported	Help Achieve Homeownership
	Needs Addressed	Housing
	Funding	HOME: \$551,760
	Description	PARTICIPATION IN HOUSING DEVELOPMENT FUNDING ASSISTANCE
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	1)39 VERY LOW INCOME VETERANS FAMILIES 2) 42 VERY LOW INCOME FARMWORKER FAMILIES
	Location Description	1) 5527 & 5557 SAVIERS ROAD IN THE CITY OF OXNARD, CALIFORNIA 2)CORNER OF PLEASANT VALLEY ROAD & ETTING ROAD IN THE CITY OF OXNARD, CALIFORNIA
	Planned Activities	FINANCIAL ASSISTANCE TO A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION, 1) MANY MANSIONS, FOR THE DEVELOPMENT OF 39 RENTAL HOUSING UNITS FOR VERY LOW INCOME VETERANS FAMILIES 2) CABRILLO ECONOMIC DEVELOPMENT CORPORATION, FOR THE DEVELOPMENT OF 42 RENTAL HOUSING UNITS FOR VERY LOW INCOME FARMWORKER FAMILIES
6	Project Name	DB-HOMEOWNER LOANS
	Target Area	City-wide
	Goals Supported	Provide Housing Services for Help Achieve Housing Preservation Help Achieve Homeownership
	Needs Addressed	Housing
	Funding	CDBG: \$230,000

		HOME: \$272,837
	Description	DIRECT HOMEOWNER LOAN ASSISTANCE & HOUSING SERVICES
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	20 HOUSING UNITS
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	DIRECT HOMEOWNER LOAN ASSISTANCE & HOUSING SERVICES
7	Project Name	DB-CODE COMPLIANCE
	Target Area	Low-Mod Areas census tract neighborhoods
	Goals Supported	Code Enforcement Effort
	Needs Addressed	Housing
	Funding	CDBG: \$200,000
	Description	CODE ENFORCEMENT AND COMPLIANCE
	Target Date	6/30/2019
	Estimate the number and type	1800 HOUSEHOLD UNITS ASSISTED

	of families that will benefit from the proposed activities	
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	SUPPORT THE CODE ENFORCEMENT ACTIVITIES OF THE CITY OF OXNARD DEVELOPMENT SERVICES TO IMPROVE QUALITY OF LIFE AND PROPERTY ISSUES
8	Project Name	DB-PUBLIC FACILITIES AND IMPROVEMENTS
	Target Area	Low-Mod Areas census tract neighborhoods City-wide
	Goals Supported	Infrastructure and Public Facilities
	Needs Addressed	Public Facilities
	Funding	CDBG: \$440,000
	Description	PUBLIC FACILITIES - FIRE PROTECTION EQUIPMENT
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	THIS PROJECT WILL ACCOUNT FOR IMPROVEMENTS TO CITY FACILITIES CITY WIDE AND IN LOW-MOD CENSUS TRACT NEIGHBORHOODS. THE CITY-WIDE ACTIVITIES WILL ASSIST 207,906 PERSONS, THE OTHER ACTIVITIES WILL TARGET LOW-MOD CENSUS TRACT NEIGHBORHOODS.
	Location Description	VARIOUS LOCATIONS IN THE CITY OF OXNARD

Planned Activities	1) OPERATIONS CHIEF MOBILE COMMAND VEHICLE, 2) SQUAD VEHICLE- ENHANCED MEDICAL SERVICES, 3) FIRE STATION GENERATORS
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AP-50 Geographic Distribution – 91.220(f)

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

The primary national objectives of the ConPlan programs are to benefit LMI residents, therefore, the City's CDBG funds will be targeted to extremely low, low, and moderate-income persons. The City has traditionally dedicated 100 percent of its CDBG resources to activities that exclusively benefit LMI persons. CDBG funds will be used to serve the LMI persons Citywide and in Low-Moderate Areas (LMA). This trend is expected to continue in PY 2018. Also, the City will continue to assist the low-income persons citywide with HOME and HESG funds. The target areas are: (1) Citywide, with 76 percent of the total entitlement funds; and, (2) the LMA Census Tract, 24 percent. The total entitlement includes the administration and planning funding.

Geographic Distribution

Target Area	Percentage of Funds
Low-Mod Areas census tract neighborhoods	24
City-wide	76

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The need for affordable housing (funded from CDBG and HOME) is present throughout the City. CDBG funds for direct benefit category-capital improvements and code enforcement are allocated based on the percentage of LMI persons within the LMA neighborhoods. Regarding the Public Services category of the CDBG funds, the proposed projects will focus in the basic needs of the residents such as health care, essential and supportive services, as well as housing services. The special population such as seniors, homeless and youth will continue to receive their funding for the healthcare needs, nutrition needs, education needs, shelter support and recreational needs.

HESG allocations are based on the limited clientele are distributed citywide.

HOME funds are distributed based on the income eligibility of the clients and citywide basis. These allocations also cover designated areas

targeted by Code Compliance efforts to reduce and eliminate the deterioration of the areas through the Homeownership program as well as the Housing Rehabilitation program: homeowners will improve the beautiful appearance of the home and the safety of the neighborhood.

Discussion

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

DRAFT

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

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

1. First Time Homebuyer Assistance Program
2. Rehabilitation of Single-Family Housing Units
3. Rehabilitation of Mobile home Housing Units
4. Construction of new units for rent
5. Preservation of 664 public housing rental units and 1,852 Section 8 vouchers (including 15 set aside vouchers for homeless persons and 52 vouchers for veterans)

One Year Goals for the Number of Households to be Supported	
Homeless	15
Non-Homeless	2500
Special-Needs	248
Total	2763

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

One Year Goals for the Number of Households Supported Through	
Rental Assistance	2489
The Production of New Units	0
Rehab of Existing Units	6
Acquisition of Existing Units	0
Total	2495

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

Discussion

Affordable Housing Division will continue to provide homeownership programs including the owner-occupied rehabilitation loans for repairs and first time homebuyer grants for down payment assistance/closing costs to acquire existing or new units. Loan information is provided to interested residents at workshops.

Affordable housing funding opportunities available to City of Oxnard residents are funded by HUD programs, such as CDBG, HOME, and Oxnard Housing Authority- Public Housing and Section 8. Also, state funded grants are also available.

The City also has Reuse Accounts for previously expended CalHome and BEGIN Homebuyer Programs, respectively. Both programs require that funds be repaid upon sale, transfer, or default on the property. The repaid funds must be deposited in these Reuse Accounts and made available for use for eligible homebuyer down payment assistance, which was the original eligible use of the funds. The CalHome account has a current balance of \$194,995 and the BEGIN account \$377,900. Only five percent of the repaid funds are permitted for activity delivery and administrative costs.

AP-60 Public Housing – 91.220(h)

Introduction

Oxnard Housing Authority (OHA) currently administers 664 public housing units, 1,825 Section 8 rental assistance vouchers, which includes 52 VASH vouchers and provides support services through its Resident Services program and Family Self-Sufficiency (FSS) program. The needs of public housing residents are supported with a Resident Services program which offers a variety of services to families on-site including youth programs. The FSS program supports and promotes public housing and Section 8 families with homeownership opportunities and economic self-sufficiency. The FSS Program provides one-on-one counseling and individual assistance to families that participate in this program.

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

Modernization projects for the public housing units, where most needed, are funded through its Capital Fund program. Every 5 years Capital Fund program conducts a PNA (Physical Need Assessment) throughout the entire housing units and sends out survey questionnaires to the residents to assess the physical deficiencies in their units. It also collects inputs from Maintenance staff, Housing Engineer, and Public Housing Staff. All the collected deficiencies get translated into capital improvement projects and get tabulated into a 5 year action plan. Each year, in its Annual Plan and Statement, Capital Fund re-prioritizes those projects identified in the 5 year plan.

In 2018, the following capital improvement projects for public housing projects are planned and budgeted:

Cal 31-2 (Felicia Court)	Flooring	\$100,000
Cal 31-4 (Pleasant Valley)	504 Compliance	\$288,000
Cal 31-7 (Scattered Sites)	Backyard Walkways	\$100,000

(Note that in 2018, OHA has a plan to convert 8 existing units at Pleasant Valley Village into units that will be Section 504-compliant)

Total Planned projects for 2018 **\$488,000**

Oxnard Housing Authority is planning to retire and demolish 144 public housing units. The affected public housing residents will be offered project based Section 8 vouchers for relocation to Las Cortez, an affordable housing apartment project presently under construction. The completion of Las Cortez is planned in FY 2019-20.

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

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

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

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

N/A

Discussion

In order to respond to the increasing need for affordable housing units within the community, OHA and the Housing Department will continue to seek new resources of financing new housing development projects and partnering with developers, owners, and CHDO's. *AP-65 Homeless and Other Special Needs Activities – 91.220(i)*

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

Jurisdictions that receive federal funds for homeless assistance are required to conduct a Point In Time Count (PIT) of homeless persons each year. The 2018 PIT count was conducted on February 22, 2018. In AAP section AD-26, Administration of the Annual Action Plan, Grantee Unique Appendices, is attached the "Final Report", published in April 2018.

In summary, the PIT count is a snapshot of homeless people who could be enumerated on one specific day. The 2018 PIT counted a total of 335 homeless persons who identified Oxnard as their home. Two hundred forty one (241) were unsheltered adults; there were no Chronically Homeless Families with children. Of the 241 unsheltered adults, 9 self-identified as veterans.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The one year goal and actions for reducing and ending homelessness for reaching out to and assessing individuals is to implement the regional Coordinated Assessment as directed by HUD. The pilot program began April 1, 2014. This system will allow agencies to provide immediate referrals to homeless persons both electronically and with hard copies. Additionally, certain information will be entered into the regional HMIS and clients can be tracked as they keep appointments and matriculate through the system towards ending homelessness. Currently, the City of Oxnard has begun to improve ADA access to existing facilities providing emergency and transitional housing for single women and women with children at the Kingdom Center. In addition to exploring the possibility of adding additional emergency and transitional housing resources at this site through new development on underutilized property at 1450 South Rose Avenue in Oxnard, as well as to develop a year-round emergency shelter for men, that will enable enriched services, case management, as focus on housing first and identifying permanent supportive housing. The development opportunities for chronically homeless men and women has increased through the targeted funding and proposed acquisition of a facility to house a year-round shelter. Staff has made significant strides in 2018 by partnering with the County of Ventura to strategize efforts to make this a reality.

Addressing the emergency shelter and transitional housing needs of homeless persons

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

Transitional housing needs are currently being met by the following providers: Kingdom Center - single women and women with children; Khepera House - single men; Many Mansions - transition aged youth, single women and women with children; Turning Point Foundation - single mentally ill persons; Salvation Army - families, single parents and single persons; VC-HSA - families, single parents and children, and single persons; Project Understanding - families and single parent households. All of these agencies and their capacity to serve are currently operating in 2018 and continue to provide these services to Oxnard's homeless population.

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

There are many providers that are working diligently to assist homeless persons from not only finding housing, but also to prevent further incidents of homelessness. The Ventura County Human Services Agency utilizes both County General Funds and the City's Emergency Solutions Grant to provide eviction prevention and rapid re-housing services to all of these populations; they will continue to do this in the forthcoming operating year. Additionally, Ventura County Veterans Services, Homeless Health Care and Ventura County Behavioral Health all work closely with the service providers to provide other supportive services to assist in reducing the incidence of homelessness as they have also done in the recent past. OHA works in conjunction with the Veteran Administration to administer 52 housing vouchers for homeless veterans under the VASH program. This program targets chronically homeless veterans.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

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

1. Health Care Facilities: the County health care system describes the discharge policy as interdisciplinary responsibility. For the persons who require ongoing medical and nursing care and who have no identifiable address they may be discharged to a respite program at the RAIN project, a County operated transitional housing project. Others, upon discharge routinely go to group homes, board and care facilities, or reunite with families and friends.
2. Mental Health Facilities: the Ventura County Medical Center Psychiatric Inpatient Unit with the collaboration of Ventura County Behavioral Health and various community agencies provide discharge planning and placement assistance to patients, when leaving the mental health facilities.
3. Foster care and other youth facilities: the goal is to provide assisted services to eligible youth and young adults between the ages of 16 and 21 in making a successful transition from foster care to independent living and achieve self-sufficiency. In addition to the County Children and Family Services, a Transitional Age Youth (TAY) center, operated by Pacific Clinic is also available.
4. Corrections programs and institutions: upon release, inmates are able to obtain housing in transitional and permanent housing programs, group homes, and sober living homes as well as with family and friends.

Discussion

The CoC has incorporated each of the following goals of Opening Doors into its 20-year plan to end homelessness:

1. Ending chronic homelessness through targeted street outreach (CDBG-Community Action-One Stop Shelter, CoC-Oxnard Homeless Outreach Program, VCHSA-Rapid Re-housing, HESG-Winter Warming Shelter), discharge planning, implementation of a housing first approach (CDBG-RAIN child care program)
2. Preventing and ending homelessness among veterans by providing permanent supportive housing beds, in addition to Section 8 HUD VASH vouchers
3. Preventing and ending homelessness for families, youth, and children by 2020 through rapid rehousing program and homeless prevention activities. The CoC set a path to ending all types of homelessness in its 10-year plan by implementing a coordinated assessment system-Pathways to Home. As a result, the number of chronic homeless, veterans, families, and youth continue to demonstrate positive results.
4. All of the above objectives are still in progress and will be folded into a regional plan and strategy lead by the County of Ventura.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Barriers or constraints to the affordability of housing exist in many forms. A particular building code that to one sector might be interpreted as a “negative” public policy that acts as a barrier to affordable housing may to another sector be seen as a life-saving necessity – for example, seismic safety construction requirements. The same can be said for zoning and land use regulations. It should be noted that in Ventura County, local growth limitations have been adopted by direct ballot measures. Some of these measures entail costs which can affect housing supply and the cost of housing that is produced.

Barriers to exit homelessness include the lack of a permanent, year round shelter and the lack of housing units for those at the very low- and low- income spectrum. Because of the high cost to develop housing for these populations, developers often choose to pay the in-lieu fees instead of losing money. When this occurs, badly needed units go undeveloped, thus further limiting housing opportunities for those hardest to house.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Environmental review, general planning, zoning, and related local land use regulations and development standards are all extensions of local government police powers to protect life and property, minimize nuisances, and achieve a desired quality of life as expressed through a participatory democratic process. Certain barriers to affordability are imposed by the mandates created by State Law (such as preparing and adopting a General Plan and conducting environmental reviews), are adopted for safety or civil rights reasons (such as the imposition of seismic construction standards in quake-prone areas, or requiring compliance with accessibility or visitability design standards), or enacted to remedy or prevent a specific local issue (such as requiring landscaping to deter graffiti). The term “barrier” should not be interpreted in the context that local development standards and development review procedures are inhibiting the provision of quality affordable housing that would otherwise be developed, but are the cumulative effect of the development requirements imposed by the layers of government regulations and laws that impact residential development.

Discussion:

The City strives to consistently implement all policies and procedures, to review local development standards and development review procedures in such a way as to avoid and ensure that such do not have unintended negative consequences, and to improve policies and procedures so as to increase the opportunities and feasibility of developing affordable housing, especially for special needs and very low- and low-income units). The City will continue to engage in these efforts to identify and minimize any barriers over which the City has legal authority, in accordance with applicable law.

AP-85 Other Actions – 91.220(k)

Introduction:

The City will implement the goals and strategies of the Consolidated Plan to achieve the other actions listed below.

Actions planned to address obstacles to meeting underserved needs

The City will continue to utilize available resources to fund administrative support activities to meet the underserved needs in the community. One challenge facing all cities is the elimination of redevelopment agencies. The City will continue to work with the appropriate state agencies to administer the assets of the former redevelopment agency in the appropriate manner, and to the benefit of the LMI community whenever possible and feasible. Limited availability of funding from federal, state and other sources;

- High cost of housing and provisions in the area which increases the difficulty of meeting affordable housing needs;
- Reduced or frozen funding from state and other sources due to inadequate state revenue; the housing and credit crisis causing a negative effect;
- A tight job market has produced an increased demand for production of new housing which is not being met, increasing home prices. Salaries are not commensurate with the high cost of housing in this market. These two factors combine to exacerbate the affordability crisis; and,
- Credit crisis has limited the availability of capital to develop housing for low-and moderate-income households and special needs groups.

City staff will address the challenges of existing of existing and new obstacles in PY 2018 by focusing on the following programmatic and administrative areas:

- Staff will continue to research availability of future funding resources that leverage the development of affordable housing units, inclusive of grants, bond financing, Section 108 funding and partnering with other affordable housing developers.
- CDBG and other funds will be used to fund administrative support for programs that serve the needs of LMI citizens citywide. This is especially critical now that no redevelopment agency funding is available, given that redevelopment agencies no longer exist in

California.

- Staff will continue to collaborate with private-sector partners when appropriate in the development and construction of affordable housing.
- Staff will continue to collaboratively work with the service provide community, non-profit organizations, and neighboring cities and local governmental agencies within the County of Ventura to identify projects that also meet federal community development program eligibility and which can comply with timely draw-down requirements.

Actions planned to foster and maintain affordable housing

The City summarizes its Inclusionary Housing Program to provide significant numbers of affordable housing units. To ensure that Oxnard has enough opportunity sites suitable for residential development and to meet the remaining RHNA affordable allocation of 2,497 lower income and moderate units and 53 above moderate income units, the City is relying on the following:

- The All Affordable Housing Opportunity Program (AAHOP) and Affordable Housing (AH) additive zone (see Supplement 2) with an inventory of 2,067 units on 38 AAHOP sites
- 66 Vacant and Underutilized Sites (see Supplement 2)

The City of Oxnard has adopted several ordinances that establish inclusionary affordable housing requirements for new developments. Relevant ordinances are City Council Ordinances 2721 and 2615 and Community Development Commission Ordinance 111. The Inclusionary Housing Program provides for in-lieu fee payments that can replace the on-site units within a development subject to approval by either the City Council or Community Development Commission for projects in a redevelopment area. In-lieu fees for projects not within a redevelopment project area are:

For-Sale Units: If the in-lieu request is granted, the developer is required to make a minimum payment of \$5,000 for each unit with an additional \$500 based on increments of \$50,000.

Rental Units: A payment of \$4,590 is required for each rental unit. This amount is adjusted annually.

In-lieu payment is made when the developer applies for a building permit for that unit. The City Council generally prefers on-site affordable housing as opposed to payment of in-lieu fees. A project that is approved for in-lieu payments has usually agreed to another public benefit through a Development Agreement that justifies the in-lieu payment. The in-lieu fees are almost always leveraged with other funding sources for affordable housing projects. Over \$12,000,000 has been accrued in the in-lieu fee fund since 2000.

Possible incentives may include, but are not limited to, the following:

- Assistance with accessing and applying for funding (based on availability of federal, state, local foundations, and private funds)
- Mortgage-subsidy or down payment assistance programs to assist first- time homebuyers and other qualifying households, when such funds are available
- Expedited/streamlined application processing and development review
- Modification of development requirements, such as reduced setbacks and parking standards on a case-by-case basis
- Density bonus

The City anticipates significant numbers of inclusionary affordable housing to be developed within several proposed specific plans and other new projects. Based on a thorough review, the City does not believe that the current inclusionary housing program is a constraint to the development of housing in addition to the incentives and concessions currently being offered and conversations with local developers who have been able to work within the requirement of the inclusionary housing program and produce housing. To further ensure the program does not pose a constraint, the City has included a monitoring process.

Actions planned to reduce lead-based paint hazards

The City will coordinate activities with the County of Ventura Department of Health and Human Services to reduce lead-based paint hazards in accordance with federal regulations. Any rehabilitation activities on housing units constructed prior to 1978 will have lead hazards identified and actions taken to remove the hazard. City's Affordable Housing Division does not own or manage any housing units. All units for which HOME and

CDBG assistance is provided for homebuyer assistance or homeowner rehabilitation are administered in compliance with HUD's HOME or CDBG regulations for lead-based paint, as applicable inspections requirements.

With respect to units owned or assisted by the Oxnard Housing Authority, there have been no cases of Public Housing tenants and/or Section 8 participant households reporting or having been discovered to have poisoned children or any child with "Elevated Blood Lead Level". OHA staff provides a brochure related to lead based paint hazards to all new tenants. Maintenance staff attends training and seminars to stay current with the State of California Lead Awareness Training requirements.

Actions planned to reduce the number of poverty-level families

Eliminating poverty is a clear concern in Oxnard and the Ventura County in general. Efforts are constantly underway to improve the quality of life and economic well-being of the residents through collaborative efforts of the following agencies and their programs to provide needed skills for individuals seeking jobs and thereby getting them out of poverty:

- City Corp
- Community Action of Ventura County
- Oxnard Housing Authority
- County of Ventura-Human Services Agency
- City's youth programs such After-School programs, Police Activities League programs, Colonia Gymnasium and Boxing programs...

Actions planned to develop institutional structure

Extensive public and private partnerships have been established and organized to address the City's housing, homeless, and community development needs: Entitlement Grants workshops and training, Affordable Housing workshops for homeowners, Relocation meetings for residents, Fair Housing training and other scheduled meetings (such as Pre-construction meetings, Commission on Homelessness meetings, and meetings with County Continuum of Care Council, Housing Committee meetings).

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to collaborate with public and private housing and social service agencies to meet the goals and objectives of the Consolidated Plan. This could be from ongoing meetings, special meetings and/or task force.

Discussion:

Other actions that the City of Oxnard will continue to implement for being in compliance with the federal regulations are as follows: **1. Monitoring:** program performance and financial monitoring; **2. Environmental review:** each project is reviewed for compliance with the National Environmental Protection Act. The City has a consulting agreement with Rincon to assist and perform the environmental review for larger, more complicated, and time consuming projects; **3. Labor Compliance Act:** the City has also contracted with Labor Compliance Providers (LCP) to review and perform the contract administration of all CDBG-funded construction projects; **4. Section 3 Compliance:** this function is also performed by LCP; **5. Procurement and Purchasing:** The City has its own procurement and purchasing policies managed by staff in the Finance Department; **6. Partnerships with Citizen Advisory Groups:** Inter-Neighborhood Council Forum, Commission on Homelessness, Parks and Recreation and Community Services Commission, Mobilehome Park Rent Review Board, and Senior Services Commission.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

In addition to the 20% cap for Administration, the City of Oxnard also allocates 15% of 2018 CDBG funds for community services including youth services and fair housing activities. The balance of the funds will be allocated to housing activities, code compliance and public facilities. In the event of an emergency (such as an earthquake, flooding, or hurricane ...) the City will cut the non-committed funds from other existing projects in order to fund the urgent need within the allowable range. However, the urgent need to meet the following tests: (1) the existing conditions pose serious and immediate threat to the health and welfare of the community, (2) the existing conditions are recent or recently became urgent, generally 18 months, (3) the City cannot finance on its own, (4) and when other funding sources are not available.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

- | | |
|--|---|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |

4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

The City will continue to develop and implement eligible activities using the grant funds and through the monitoring and review processes and techniques in order to comply with the federal specific requirements:

In the area of CDBG grant, the City will continue to track the expenditures of all activities and projects which principally benefit low-income persons for compliance with the CDBG primary objective. In the past years, the City has maintained 100 percent as percentage of the overall benefit while the minimum required ratio is 70%. Also, with the scheduled monitoring of the rate of expenditures using the IDIS report PR 56, the City is in compliance with this requirement (the unspent amount of CDBG grant should be less than 1.5 time the program year entitlement amount) to avoid recapture of funds from HUD.

CDBG expenditure limitations apply to administration and planning expenditures 20% and public service expenditures 15%. The 2018 action plan allocation of \$2,502,719, expected program income of \$100,000 and prior year resources of \$131,000, totals \$2,733,719 of grant revenue to base the percentage limitations. The dollar limitations are \$546,744 for administration and planning and \$410,058 for public services. The 2018 action plan includes the 20% maximum of \$546,744 for administration and planning and \$410,058 or 15% for public service expenditures.

**HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

A resale restriction agreement (RRA) is enforced in all cases where there is a resale; the RRA provides restrictive terms that are recorded to secured by deed of trust.

If the homebuyer defaults or fails to satisfy requirements during the term of the loan, the City will exercise rights under the promissory note and deed of trust to recover the loan funds to the maximum extent permitted by law.

If the recapture provisions are triggered by a sale of the unit or other default, the City shall take all necessary steps to recover the full amount of HOME funds from the net proceeds.

The City will recover the entire HOME subsidy, unless the net proceeds do not cover the subsidy; City will forgive unrepaid balance per HOME regulations.

Non-owner occupancy of a HOME assisted unit not used as a principal residence, is due and payable immediately. These policies refer to HOME loans made directly to the homebuyer/homeowner but do not apply to units developed by CHDOs. The City uses a promissory note secured by trust deed and recorded with the Ventura County Recorder's office to secure the provisions. Annually, staff sends a Certification of Owner-Occupancy, which requires a utility bill, mobile home space rental statement, and/or property tax or insurance bill confirming that the homeowner's name and address is the same as the property address. If non-owner occupancy or an unauthorized sale is reported, the homeowner is notified in writing and to cure. The report is also investigated by staff through other means to verify the allegation. If the homebuyer/homeowner does not cure the default, staff sends a follow up demand letter. In the case of a default of a senior lien on the

property, staff sends a default letter on the HOME-funded loan along with a loan modification/foreclosure prevention advisory by the Ventura County District Attorney, which includes local HUD-certified housing counselors. Staff will work with a homeowner to have a positive outcome, if possible. Staff will also contact the lender to negotiate retaining the resale restriction agreement in place, if the unit is an inclusionary unit for the City.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

A resale restriction agreement (RRA) is enforced in all cases where there is a resale of a HOME funded homebuyer loan; the RRA provides restrictive terms that are recorded to secured by deed of trust. The City does not plan to use a presumption of affordability during the period of the 2017 AAP.

- Limits ownership of a unit to an eligible low-income homebuyer who is qualified as low income at the time of the sale, who must occupy the unit as a principal residence for 270 cumulative days within a calendar year.

- The purchase price is affordable for a low-income household who earns up to 80% of the area median income. The monthly cost for principal, interest, taxes, insurance, HOA fees, utilities, and maintenance should not be more than 30% of the monthly income for the household. City uses the HOME affordable homeownership limits for the area provided by HUD. There is no preference to a particular segment of the low-income population for First Time Homebuyer down payment assistance or homeowner rehabilitation loan applicants.

For new construction, the RRA provides for a 20 year HOME period of affordability for new construction. The RRA agreement also contains the following provisions:

- Transfer of title may only be to a Low-Income family, defined above, for the entire affordability period. Each successor in interest to the Owner shall acquire the unit subject to the continuation of restrictions provided in the RRA through an assumption agreement.

- The amount of the per unit CHDO Set Aside HOME Subsidy used in the development of the housing unit, an indirect subsidy, may be converted at the end of the construction period to provide a direct homebuyer subsidy up to the amount of the HOME Down Payment

Assistance limit of \$30,000. Any amount of indirect homebuyer subsidy and interest above the \$30,000 must be repaid by the CHDO to the City of Oxnard.

The resale price is the lower of two calculation methods:

1. Determined as the *affordable housing cost* for a family at 80% of AMI paying no more than 30% of the monthly income for the household or in accordance of California Health And Safety Code 50025.5, whichever is lesser, but not less than the original price paid by homebuyer, or
2. Determination using a *CPI method* to calculate the increase (or decrease) in value of the property. The U.S. Bureau of Labor Statistics Consumer Price Index – All Urban Consumers for the Los Angeles-Riverside- Orange Counties Area (all items based 1982-1984=100) provides the CPI on the date of the calculation and the CPI on the purchase date. The calculation is the CPI on the date of the calculation minus the CPI on the purchase date, plus the cost of improvements to property evidenced with receipts, less 7% depreciation, plus the costs of bringing the housing unit up to current building codes and in a salable condition.
3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

A resale restriction agreement (RRA) is enforced in all cases where there is a resale of a HOME funded homebuyer loan; the RRA provides restrictive terms that are recorded to secured by deed of trust. The City does not plan to use a presumption of affordability during the period of the 2017 AAP. The City uses HOME funds for the Homebuyer Down Payment Assistance Loan. During the period of affordability (from 5 to 10 years) depending upon the amount used for gap financing, the City will recapture the entire amount of HOME funds as allowed in 24 CFR 92.254 (a)(5)(ii)(A)(1).

The City records a promissory note secured by trust deed with the Ventura County Recorder's office to secure the recapture provisions.

- If the homebuyer defaults or fails to satisfy requirements during the term of the loan, the City will exercise rights under the promissory note

and deed of trust to recover the loan funds to the maximum extent permitted by law.

- If the recapture provisions are triggered by a sale of the unit or other default, the City shall take all necessary steps to recover the full amount of HOME funds from the net proceeds.
- The City will recover the entire HOME subsidy, unless the net proceeds do not cover the subsidy; City will forgive unrepaid balance per HOME regulations.
- Non-owner occupancy of a HOME assisted unit not used as a principal residence, is due and payable immediately. These policies refer to HOME loans made directly to the homebuyer/homeowner but do not apply to units developed by CHDOs. The City uses a promissory note secured by trust deed and recorded with the Ventura County Recorder's office to secure the provisions. Annually, staff sends a Certification of Owner-Occupancy, which requires a utility bill, mobile home space rental statement, and/or property tax or insurance bill confirming that the homeowner's name and address is the same as the property address. If non-owner occupancy or an unauthorized sale is reported, the homeowner is notified in writing and to cure. The report is also investigated by staff through other means to verify the allegation. If the homebuyer/homeowner does not cure the default, staff sends a follow up demand letter. In the case of a default of a senior lien on the property, staff sends a default letter on the HOME-funded loan along with a loan modification/foreclosure prevention advisory by the Ventura County District Attorney, which includes local HUD-certified housing counselors. Staff will work with a homeowner to have a positive outcome, if possible. Staff will also contact the lender to negotiate retaining the resale restriction agreement in place, if the unit is an inclusionary unit for the City.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City of Oxnard does not include refinancing of existing debt secured by single-family or multi-family housing that is rehabilitated with HOME funds, as an activity. For multifamily housing that may have received multiple federal funding sources for assistance in the construction of the

units, 24 CFR 92.206(b)(2)(vi) does not permit refinancing of any loans made or insured with federal funding, including CDBG funds.

The City will continue to develop and implement eligible activities using the grants funds and through the monitoring and review processes and techniques in order to comply with the federal specific requirements:

Affordable Housing and Rehabilitation Division within the Housing Department, strives to comply with the HOME Final Rule by issuing new guidelines related to First Time Homebuyer and CHDO recapture and resale provisions as well as others new requirements. Staff continues to manage the activities with a very tight schedule to commit and expend the funds in order to deliver the proposed housing units through the First-Time Homebuyer, Homeowner Rehabilitation or CHDO programs. The City's website for Housing Department, <https://www.oxnard.org/city-department/housing/>, provides information describing eligibility requirements, its process of selecting loan applications, applications, and other pertinent information for City residents interested in HOME funded loans for owner-occupied single family homes for homebuyer assistance or for rehabilitation. Loan applicants are qualified using the HOME affordable homeownership income limits for the area as provided by HUD. The City does not limit particular segments of the low-income population for homebuyer or rehabilitation loans, therefore, no preferences are identified in the action plan.

Emergency Solutions Grant (ESG) Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

The City does not provide any direct assistance under the HESG program any longer. All written standards vary by service providers and assistance type. However, all providers must ensure recipients meet the minimum qualifications established by HUD for each eligible funded activity. ESG Policies and Handbook are attached.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The Regional Ventura County Continuum of Care Alliance has established centralized or coordinated assessment system, Pathways to Home,

that provides coordination intake as well as systems to avoid duplication of effort and redundancies.

Pathways to Home is centralized to provide identical information and system-wide tracking through HMIS, of all homeless individuals who seek and /or receive assistance at any one of the various service providers, or through the County directly.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The process for making all sub-awards for ESG recipients are as follows:

- a. The City formally posts the Notice of Available Funds (NOFA) in the regional newspaper, on the City's website, and emails and paper mail are sent to all existing and potential service providers from Santa Barbara to Los Angeles.
- b. All interested agencies are required to attend information workshop/application training on the process, which includes all deadline dates and times.
- c. Interested agencies then submit their application, letter of interest, project overview and qualifications. Those agencies meeting all of the minimum qualifications are then asked to attend an interview session by the Application Review Panel.
- d. The Review Panel included three city staff persons, and three representatives from City Advisory Groups.
- e. The Review Committee reviews all proposals and makes award/funding recommendations. These recommendations are then submitted to the City Council for approval.
- f. All applicants are contacted and urged to attend the City Council meeting in which the items fall on the agenda. All supporting comments and grievances are done at this time.
- g. The Mayor and City Council directs the City Manager and staff to move forward with final processing.

h. Staff prepares all contracts for execution. Additionally, all internal processes are completed in order to encumber funds to each individual agency.

i. Contracts are completed and services can begin on July 1.

j. All ESG contracts are awarded for two years.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The City meets the homeless participation requirement by having a homeless and a formerly homeless person serve on the City's Commission on Homelessness. In addition, each entity receiving city ESG funding is also asked to provide information as to how they involve homeless.

5. Describe performance standards for evaluating ESG.

PERFORMANCE MEASURES

Performance measures are in place to ensure the efficient administration of all ESG funded activities. Additionally, along with the utilization of the HMIS, these measures will hopefully help to reduce the length of time of family and individuals remain homelessness, reduce the overall incidences of homelessness, and monitor the overall use of emergency shelters. Some of the activity measures are as follows:

- Emergency Shelters: Excluding winter shelters, must be able to document placement of a minimum of 10 percent of the homeless persons or households served in the Program Year into transitional or permanent housing.
- Transitional Housing: must be able to document placement of a minimum of 50 percent of the households who completed the transitional housing program in the Program Year into permanent housing. "Household" is defined as all clients including single individuals and families.
- Rapid Re-housing: must show continued housing of clients receiving assistance for at least three months after receiving assistance. This should be done via case management of clients, documentation and HMIS entry and exit dates.

- **Eviction Prevention:** must show continued housing of clients receiving assistance for at least three months. This should be done via case management of clients, documentation and HMIS entry and exit dates.
- All clients, with the exception of victims of domestic violence, must be entered into the Regional HMIS within 15 days of receiving service(s), and must be exited from the system within 30 day of program completion or termination.
- **MINIMUM STANDARDS** Sub-grantees are expected to have taken steps to meet the Minimum Standards for Homeless Programs within thirty days of executing the Program Year contract.
- **BUILDING AND HABITABILITY STANDARDS** Any building for which HESG funding is used for renovation, major rehabilitation or conversion must meet local government safety and sanitation standards. In addition, the Sub-Grantee must meet a number of basic standards to ensure that shelter and housing facilities funded through the HESG program are safe, sanitary and adequately maintained.
- **MONITORING** City staff will monitor the use of grant funds through a combination of a thorough review of all submitted reports, review of audit or financial statements, and monitoring and site visits.

The City will continue to develop and implement eligible activities using the grant funds and through the monitoring and review processes and techniques in order to comply with the federal specific requirements.

Homeless Assistance Division continues to fund all the activities prescribed in the HEARTH act. With the sub-recipients cooperation, the City's ESG will continue to provide substantial additional leverage funds to invest in the various programs in order to assist the homeless population toward the goal of reduction and ending homelessness. Also, ESG limits the cost categories for administration and planning to 7.5% and 60% for street outreach and emergency shelter; respectively the HUD allows \$14,741 and \$117,929 for those cost categories. The City's 2018 action plan allows the maximum toward \$14,741 administration and planning, and a total of \$63,879 or 32.5% toward other activities such as homeless prevention and rapid re-housing support.

City of Oxnard

Consolidated Plan for Fiscal Years 2013-2018

2nd Amendment

DRAFT

Prepared by:

City of Oxnard – Housing Department – Grants Management

435 South D Street, Oxnard, California, 93030



2nd AMENDED CONSOLIDATED PLAN 2018
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Introduction

US Dept of Housing And Urban Development has approved a City of Oxnard request to extend the 2013-17 ConPlan for two (2) years, Plan year 2018 (fy 2018-19) and Plan Year 2019 (fy 2019-20) for the purpose of joining the Ventura County Regional Consolidated Plan for the planning cycle 2020-2024. The extension is contingent on City of Oxnard updating conplan goals for the two year period, Plan years 2018 and 2019.

The section herein, 2nd Amendment-Public Hearing set for July 10, 2018, are the goals identified for the 2 year extension period.

The section 1st Amendment-2015 is the current effective City of Oxnard consolidated plan document which was previously amended in 2015. City of Oxnard is in the last year of the current consolidated planning cycle 2013-2017.

2nd Amendment-Public Hearing set for July 10, 2018

AD-25 Administration - 24 CFR 91.15(b)(2) and 24 CFR 91.20

US Department of Housing and Urban Development (HUD), Office of Community Planning and Development (CPD), agreed to extend City of Oxnard's 2013-17 Consolidated Plan for two (2) plan years, 2018 and 2019, to align and join with Ventura County's Regional Consolidated Plan (VCRCP) for 2020-2024 planning cycle. This 2nd Amendment of the 2013-17 City of Oxnard Consolidated Plan will comply with HUD's request to align with VCRCP. The 2-year extension was granted in accordance with 24 CFR 91.15(b)(2) and (3) and 24 CFR 91.20.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information-Plan years 2018 and 2019

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Help Achieve Homeownership	2018	2019	Affordable Housing	City-wide	Housing Housing and Supportive Services	CDBG: \$300,000 HOME: \$600,000	Direct Financial Assistance to Homebuyers: 40 Households Assisted
2	Provide Housing Services	2018	2019	Affordable Housing	City-wide	Housing and Supportive Services	CDBG: \$450,000	Homeowner Housing Added: 40 Household Housing Unit Housing Rehabilitated: 15 Households Assisted
3	Help Achieve Housing Preservation	2018	2019	Affordable Housing	City-wide	Housing	CDBG: \$200,000 HOME: \$0	Homeowner Housing Rehabilitated: 7 Household Housing Unit
4	Infrastructure and Public Facilities	2018	2019	Non-Housing Community Development	Low-Mod Areas census tract neighborhoods City-wide	Public Facilities Public Improvements	CDBG: \$2,500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 210,000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Public Services	2018	2019	Homeless Non-Homeless Special Needs	Low-Mod Areas census tract neighborhoods City-wide	Housing and Supportive Services	CDBG: \$650,000	Public service activities other than Low/Moderate Income Housing Benefit: 3,500 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 250 Households Assisted
6	Reduce homelessness	2018	2019	Homeless	City-wide	Homeless Homeless Prevention/Rapid Re-Housing	CDBG: \$120,000 ESG: \$360,000	Public service activities other than Low/Moderate Income Housing Benefit Outreach: 700 Persons Assisted Rapid Rehousing: 60 Persons and 8 Households Assisted Emergency Shelter: 300 Persons Assisted Homelessness Prevention: 30 Persons Assisted and 15 Households

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Planning and Administration	2018	2019	Planning and administrative costs	City-wide	Homeless Homeless Prevention/Rapid Re-Housing Housing and Supportive Services Job Development Public Facilities Public Improvements	CDBG: \$1,000,000 HOME: \$182,000 ESG: \$29,500	Other: 0 Other
8	New Affordable Rental Housing Units	2018	2019	Affordable Housing	Low-Mod Areas census tract neighborhoods	Housing	HOME: \$1,000,000	Rental Units constructed: 150 Household Housing Units
9	Code Enforcement Effort	2018	2019	code enforcement	Low-Mod Areas census tract neighborhoods	Housing Housing and Supportive Services	CDBG: \$400,000	Housing Code Enforcement/Foreclosed Property Care: 3,600 Household Housing Unit Other: 850 Other

Table 1 – Goals Summary

Goal Descriptions

1	Goal Name	Help Achieve Homeownership
	Goal Description	Provide assistance to 40 first-time homebuyers. Downpayment assistance will be offered to all applicants on an equal basis, including any special needs populations, and reasonable accommodations provided to ensure equal and non-discriminatory program access.
2	Goal Name	Provide Housing Services
	Goal Description	Provide Housing Department staff to assist households seeking assistance with First Time Homebuyer or rehabilitation loans to acquire or improve owner occupied units to help the City meet Regional Housing Needs Assessment goals as assigned by the State and to help home owners to maintain safe and sanitary housing units.
3	Goal Name	Help Achieve Housing Preservation
	Goal Description	Rehabilitate 7 single-family units. Rehabilitation assistance will be offered to all applicants on an equal basis, including any special needs populations, and reasonable accommodations will be provided to ensure equal and non-discriminatory program access.
4	Goal Name	Infrastructure and Public Facilities
	Goal Description	Street improvements within the LMA census tracts. Rehabilitate parks in the master plan which are eligible for CDBG funds. Building Improvements for Homeless Shelters to assist the low-income persons citywide.
5	Goal Name	Public Services
	Goal Description	CDBG funds are used to provide public services (including labor, supplies, materials and other costs) including but not limited to: health care, job training, recreation programs, education programs, public safety services, fair housing activities, services for senior citizens, services for homeless persons...

6	Goal Name	Reduce homelessness
	Goal Description	The City will support non-profit agencies that provide assisted housing, services and shelter to homeless persons and families or those at-risk of becoming homeless.
7	Goal Name	Planning and Administration
	Goal Description	Planning and administration activities consist of homeless administration, grants management administration, affordable housing administration, and fair housing administration.
8	Goal Name	New Affordable Rental Housing Units
	Goal Description	Work with the City Community Development Department and CHDOs to facilitate the production of new affordable rental housing units, to help the City meet its Regional Housing Needs Assessment goals, to the extent permitted by funding (including 39 very low income units for veterans families a Many Mansions development and another 42 rental units for very low income units for farmworkers and families a Cabrillo Economic development).
9	Goal Name	Code Enforcement Effort
	Goal Description	Code Compliance Division addresses substandard housing conditions via inspections, enforcement of City ordinances and through educating the public to ensure the quality of existing housing units throughout the City.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The following are estimated number of families per income category to whom the City will assist in providing affordable housing in the next two years.

- (1) Extremely low-income families: 27
- (2) Low-income families: 85
- (3) Moderate-income families: 16

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Annual Goals and Objectives, Plan Year 2018

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Help Achieve Homeownership	2018	2018	Affordable Housing	City-wide	Housing	HOME: \$272,837	Direct Financial Assistance to Homebuyers: 20 Households Assisted
2	Provide Housing Services	2018	2018	Affordable Housing	City-wide	Housing and Supportive Services	CDBG: \$230,000	Homeowner Housing Added: 20 Household Housing Units Homeowner Housing Rehabilitated: 6 Household Housing Unit
3	Help Achieve Housing Preservation	2018	2018	Affordable Housing	City-wide	Housing	CDBG: \$0	Rehabilitated: 0 Household Housing Unit
4	Infrastructure and Public Facilities	2018	2018	Non-Housing Community Development	Low-Mod Areas census tract neighborhoods City-wide	Public Facilities Public Improvements	CDBG: \$1,346,917	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 207,906 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Public Services	2018	2018	Homeless Non-Homeless Special Needs	Low-Mod Areas census tract neighborhoods City-wide	Housing and Supportive Services	CDBG: \$344,458	Public service activities other than Low/Moderate Income Housing Benefit: 2050 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 150 Households Assisted
6	Reduce Homelessness	2018	2018	Homeless	City-wide	Homeless Homeless Prevention/Rapid Re-Housing	CDBG: \$65,600 ESG: \$181,808	Public service activities other than Low/Moderate Income Housing Benefit Outreach: 368 Persons Rapid Re-housing : 36 Persons and 8 Households Assisted Emergency Shelter: 155 Persons Assisted Homeless Prevention: 14 Persons and 6 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Planning and Administration	2018	2018	Planning and administrative costs	City-wide	Homeless Homeless Prevention/Rapid Re-Housing Housing and Supportive Services Public Services Public Facilities	CDBG: \$546,744 HOME: \$91,622 ESG: \$14,741	Other: 0 Other
8	New Affordable Rental Housing Units	2018	2018	Affordable Housing	City-wide	Housing	HOME: \$551,760	Rental units constructed: 81 Household Housing Unit
9	Code Enforcement Effort	2018	2018	code enforcement	Low-Mod Areas census tract neighborhoods	Housing	CDBG: \$200,000	Housing Code Enforcement/Foreclosed Property Care: 1,800 Household Housing Units

Table 2 – Goals Summary

Goal Descriptions

1	Goal Name	Help Achieve Homeownership
	Goal Description	Provide assistance to 20 first-time homebuyers. Downpayment assistance will be offered to all applicants on an equal basis, including any special needs populations, and reasonable accommodations provided to ensure equal and non-discriminatory program access.
2	Goal Name	Provide Housing Services
	Goal Description	Provide Housing Department staff to assist households seeking assistance with First Time Homebuyer or rehabilitation loans to acquire or improve owner occupied units to help the City meet Regional Housing Needs Assessment goals as assigned by the State and to help home owners to maintain safe and sanitary housing units.
3	Goal Name	Help Achieve Housing Preservation
	Goal Description	Rehabilitation assistance will be offered to all applicants on an equal basis, including any special needs populations, and reasonable accommodations will be provided to ensure equal and non-discriminatory program access.
4	Goal Name	Infrastructure and Public Facilities
	Goal Description	Street improvements within the LMA census tracts. Rehabilitate parks in the master plan which are eligible for CDBG funds. Building Improvements for Homeless Shelters to assist the low-income persons citywide.
5	Goal Name	Public Services

	Goal Description	CDBG funds are used to provide public services (including labor, supplies, materials and other costs) including but not limited to: health care, job training, recreation programs, education programs, public safety services, fair housing activities, services for senior citizens, services for homeless persons...
6	Goal Name	Reduce homelessness
	Goal Description	The City will support non-profit agencies that provide assisted housing, services and shelter to homeless persons and families or those at-risk of becoming homeless.
7	Goal Name	Planning and Administration
	Goal Description	Planning and administration activities consist of homeless administration, grants management administration, affordable housing administration, and fair housing administration.
8	Goal Name	New Affordable Rental Housing Units
	Goal Description	Work with the City Community Development Department and CHDOs to facilitate the production of new affordable rental housing units, to help the City meet its Regional Housing Needs Assessment goals, to the extent permitted by funding (including 39 very low income units for veterans families a Many Mansions development and another 42 rental units for very low income units for farmworkers and families a Cabrillo Economic development).
9	Goal Name	Code Enforcement Effort
	Goal Description	Code Compliance Division addresses substandard housing conditions via inspections, enforcement of City ordinances and through educating the public to ensure the quality of existing housing units throughout the City.

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)**Introduction-Plan years 2018 and 2019**

The City anticipates that over the course of the Strategic Plan CDBG, HOME, and ESG grants will be available for use in the jurisdiction. Along with these federal entitlements, the jurisdictions may elect to utilize Section 108, Low-Income Housing Tax Credits and the State of California's housing programs to support housing development, such as BEGIN and CalHome. Due to recent legislative changes in California, the 80 percent redevelopment tax increment funding will no longer be available for development or matching funds. The local Housing Trust Fund monies have been depleted as commercial development which generates these funds has stalled in recent years, but it is possible over a five-year period for commercial development to increase thereby generating growth in the trust funds to use for projects or matches.

Other resources that may be used include funds provided under other HUD programs, grants from the Department of Commerce, the Economic Development Administration, the Federal Emergency Management Agency, federal, state and local energy efficiency programs, federal tax credits and mortgage credit certificates, County and City General Fund as well as program income. One of the main obstacles to meeting community needs is inadequate resources for programs that could address these needs. Funding within California and federal and private funding sources for housing and community development programs is and will remain limited for the foreseeable future due to the current economic situation.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available 2018 Plan year				Expected Amount Available Remainder of ConPlan \$, Plan year 2019	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,502,719	100,000	131,000	2,733,719	2,730,000	The City 2018 allocation's from HUD for CDBG grant is \$2,502,719. The estimated program income is \$100,000 and the re-programmed amount of funds from prior year completed projects is \$131,000. Estimated resources available in plan year 2019 are \$2,730,000.

Program	Source of Funds	Uses of Funds	Expected Amount Available 2018 Plan ear				Expected Amount Available Remainder of ConPlan \$, Plan year 2019	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	791,219	125,000		916,219	1,000,000	The City 2018 allocation's from HUD for HOME grant is \$791,219. The estimated pogram income is \$125,000. Estimated resources available in plan year 2019 are \$1,000,000.

Program	Source of Funds	Uses of Funds	Expected Amount Available 2018 Plan ear				Expected Amount Available Remainder of ConPlan \$, Plan year 2019	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	196,549	0	0	196,549	200,000	The City 2018 allocation from HUD for ESG grant is \$196,549. Estimated resources available in plan year 2019 are \$200,000.

Expected Resources

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

Introduction

In Plan year 2018, the formula grant calculations of HUD allocations to City of Oxnard are CDBG \$2,502,719, HOME \$791,219 and ESG \$196,549, a total of \$3,490,487 in entitlement grants from HUD. In addition, estimated program income of \$100,000 for CDBG programs and \$125,000 for HOME programs and prior year resources of \$131,000 for CDBG programs. This will increase total available resources from 2018 Plan year to \$3,846,487. The source of program income comes principally from re-payment of loans and recaptures from defaults. Those funds will be used towards meeting the goals and objectives of the 2018 AAP.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources : \$	Total: \$		
CDBG	public - federal	Admin and Planning Housing Public Improvements Public Services Economic Development	2,502,719	100,00	131,000	2,733,719	0	Available resources from CDBG Plan year 2018 total \$2,733,719 Uses of the available resources will be according to the funding priorities set forth in the ConPlan. The specific Activities will be setup in IDIS. The uses of funds will be capped according to the HUD regulations for: (1) Admin and Planning - no more than 20%, or \$546,744 and (2) Public Services 15%, or \$410,058.

2nd Amendment ConPlan 2018

								The 2018 balance will be distributed as Direct Benefits detailed in AAP process.
HOME	public - federal	Admin and Planning Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for rental assistance project	791,219	125,000	0	916,219	0	In plan year 2018, available resources from HOME funding is \$916,219; 1) 2018 HUD allocation, \$791,219 and 2) 2018 program income \$125,000. 2018 planned uses of funds are; (1) Administration \$91,622 and (2) CHDO Set Asides \$137,433. In addition, \$687,164 of uncommitted funds are available for programming and expected to be committed for HOME activities during the plan year.
ESG	public - federal	Admin and Planning Overnight Shelter Homeless Prevention Rapid Re-	196,549	0	0	196,549	0	Plan year 2018 Available resources for HESG are \$196,549. The limited availability of ESG resources is spread across the Uses identified in this table. HESG Administration and Planning costs is \$14,741 those are included in HESG Project 2.

		housing Outreach						
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Table 1 - Expected Resources – Priority Table

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

HOME funds are matched at a greater than 25% level by recipients of HOME funds, city, and other participants.

ESG funds are matched dollar for dollar by subrecipients. The city matched for Administration portion only.

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

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

Oxnard Housing Authority Public Housing Sites

Discussion

The resources for 2018 AAP will accomplish more activities but will not meet all the needs prevalent throughout the city.

DRAFT

1st AMENDED CONSOLIDATED PLAN 2013-2017

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1st Amendment-2015

Due to the decreasing HUD Annual Allocation, the priority level for Economic Opportunities has been changed from high to low. In addition, the funding level and the goal outcome indicator for all goals need to be set to a higher number than it is in the initial ConPlan.

Executive Summary

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

1. Introduction

The Department of Housing and Urban Development (HUD) required the participating jurisdiction (PJ) to submit the Consolidated Plan electronically and provided the PJ with different tools. These tools are designed to support need driven, place-based decisions; to inform and encourage public participation in guiding funding decisions in the next five years for specific federal funds, and to identify needs and adopt strategies which will address those needs, focusing primarily on low- and moderate-income (LMI) individuals and households. The Consolidated Plan (Plan) must also address special needs identified as the needs of elderly, persons with disabilities, homeless individuals and others.

Situated along a beautiful stretch of Pacific coastline, Oxnard is the largest city in Ventura County. The City is located about 60 miles northwest of Los Angeles and 35 miles south of Santa Barbara. According to the 2010 US Census data, the City has a population of approximately 197,889. With a diverse culture, Oxnard residents strive to attain educational, employment, recreational, housing and other goals. The City of Oxnard is struggling to balance limitations on available resources and the needs to address some very critical issues such as lack of affordable housing units to LMI residents, inadequate public services, high unemployment rates, aging infrastructure and public facilities. An increasing challenging issue faced by a segment of the Oxnard community is the rising rental cost of housing. To meet the City's community needs, the Plan is guided by three goals:

- Provide decent housing by preserving and increasing the affordable housing stock, by increasing the supply of supportive services to people with special needs, by assisting homeless persons and families with emergency shelter especially with transitional and permanent housing using the homeless prevention and/or the rapid re-housing activities,
- Provide a suitable living environment through safer and livable neighborhoods such as Code Enforcement and Crime Prevention activities; increased housing opportunities such as First Time Homebuyer Downpayment Assistance, and Homeowner Rehabilitation activities; and continued improvements with infrastructure reconstruction and public facilities rehabilitation; and,
- To expand economic opportunities through homeownership opportunities, development activities that will commit long-term community viability, and the empowerment of LMI persons to achieve self-sufficiency.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The Plan proposes that more activities emphasizing on permanent housing, housing stabilization and supportive services to be provided in the next five years in order to address and achieve the

Community's needs and goals. Several potential funding sources have been identified to implement the objectives and outcomes of the Plan.

a. Federal Resources:

- Community Development Block Grants (CDBG) program includes administrative costs, code enforcement, housing rehabilitation, first-time homeowner assistance, rehabilitation of public facilities and infrastructure, removal of architectural barriers and public services, which include fair housing, crime prevention, youth employment, youth educational and recreational activities, and child care.
- HOME Investment Partnerships (HOME) program provides funds for the development and rehabilitation of affordable rental housing, housing ownership, owner-occupied housing rehabilitation, and administrative costs.
- Emergency Solutions Grants (ESG) program provides homeless persons with basic shelter and supportive services to promote decent and affordable housing, a suitable living environment, and economic opportunities. Funds can be used for rapid re-housing and homeless prevention activities, rehabilitation or remodeling of a building used as a shelter, operations and maintenance of facilities, administrative costs and Homeless Management Information System (HMIS).
- Continuum of Care (CoC) program provides services for homeless and potentially homeless persons such as: supportive and wrap around services, case management, transitional housing, and permanent supportive housing for homeless persons with special needs. Additionally, the regional HMIS data base, mandated by HUD, is supported by the CoC grant. However, emergency shelter activities cannot be supported by the CoC grants.
- Low-Rent Public Housing (LRPH) operates and administers various housing projects owned by the Housing Authority (OHA), including 780 public housing units with 150 units dedicated to senior and disabled residents, located at the Palm Vista and the Plaza Vista buildings.
- Capital Fund and Asset Management (CFAM) of the OHA is in charge of assessing, planning, budgeting, implementing, managing and administering all the physical improvements and modernization projects within its 780 public housing units.
- Housing Choice Voucher Program (HCV) subsidizes on behalf of tenants, rent payments to owners of real property within the community. These programs are funded by HUD through annual contributions.
- HUD-Veterans Affairs Supportive Housing (HUD-VASH) program combines HCV rental assistance for homeless veterans with case management and clinical services for participating veterans at VA Medical Centers (VAMCs) and community-based outreach clinics.

b. Other State grants: Building Equity Growth In Neighborhood (BEGIN) and CalHOME.

c. Local and private funds: general funds, required private match, tax credits and bonds.

3. Evaluation of past performance

The City prepares the Consolidated Annual Performance Evaluation and Reporting (CAPER), which captures progress toward meeting needs and achieving strategies established in the Consolidated Plan and the Annual Action Plan. Through the monitoring of performance measures, staff is able to identify operational improvements, resource allocation issues, and policy questions to be addressed in the upcoming year. Overall, Oxnard and its partners have been successful in implementing its community services and public improvements projects/programs; in meeting the objectives established in the previous Consolidated Plan; and, foresee continued progress through the new Plan.

The City's CDBG funds were used exclusively for (1) meeting the three goals of providing decent housing; suitable living environment; and, expanded economic opportunities, and (2) principally benefitting the very low and low-income persons. The City carried out most of the planned actions described in the FY 2011-2012 Action Plan by using all available resources, as reported in the Consolidated Assessment Section of this report. All funds were pursued, and certifications of consistency for HUD programs were provided in a fair and impartial manner for all grant applications. In writing of the 2011 CAPER, the City did not hinder the Action Plan implementation by action or willful inaction during the program YEAR 2011.

HOME funds were used as a financial gap provided to CHDOs to acquire and rehabilitate 19 HOME rental units assisting eleven LMI families and eight LMI youth with mental disabilities; to rehabilitate eight owner-occupied single family units and 27 mobilehome units; replace five mobilehome units; and to assist 32 LMI homebuyer with down payment assistance.

ESG funds were used to provide emergency shelter to 1,034 homeless persons, and to provide homeless prevention and rapid rehousing to 145 persons.

4. Summary of citizen participation process and consultation process

The Consolidated Plan regulations stipulate that The City has to meet minimum citizen participation requirements: public hearings and consultations.

a. Public Hearings: four public hearings and one report session were scheduled. All public hearing meetings were advertised in newspaper of general circulation, and on the City's website. They were broadcasted in the local television channels and circulated to the neighborhood residents as public announcements.

- January 8, 2013: Citizen input on affordable housing, community development and homelessness unmet needs for low-income persons;
- March 26, 2013: Requested City Council's directions related to the determination of the five year goals (continued from March 19, 2013);
- April 23, 2013: Pursuant to City Council's request, staff submits a report on survey priorities and recommended priorities for Council's review and direction to staff (continued from April 9, 2013);

- May 21, 2013: Council's approval of the Consolidated Plan and the Annual Action Plan (continued to May 7, 2013);
- June 11, 2013: Council's approval of the Consolidated Plan and the Annual Action Plan (continued from May 21, 2013).

b. Consultations: staff has developed and followed a detailed plan which provides for and encourages citizen participation emphasizing on the participation of persons of low- and moderate-income (Approximately 2,500 Community Survey copies were mailed to Section 8 and Public Housing tenants).

c. Community Survey (attached under Citizen Participation Comments)

d. Questions and Answers (attached under Citizen Participation Comments)

5. Summary of public comments

Attached under Citizen Participation Comments.

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

No Comments or views are not accepted.

7. Summary

The overall priority for these federal funds is to increase self-sufficiency and economic opportunities for LMI residents so that they can achieve a reasonable standard of living. The City is committed to allocating funds that serve the needs of the lowest-income and most disadvantaged residents. Oxnard has also identified special-needs individuals as among those who face the greatest challenges and who should receive high priority in the expenditure of federal funds, including at-risk children and youth, lower-income families, the homeless and persons at-risk of becoming homeless, the elderly (especially frail elderly), and persons with disabilities. Priorities can be achieved through a combination of 1) decent and affordable housing; 2) investment in community development activities in targeted lower-income and deteriorating neighborhoods and in facilities that serve lower-income and /or special needs populations; and 3) supportive services to maintain independence. Oxnard, by focusing on these overall priorities, seeks to address community concerns such as:

- A need for additional decent and affordable housing to address the growing gap between housing costs and local incomes, which leads to rising rates of overcrowding, overpayment, and substandard housing conditions for Oxnard's lower income residents;
- Programs that improve community facilities and services laying the foundation for increased private investment, particularly in low-income areas; and a network of shelter, housing, and services that

prevent homelessness, including rapid re-housing and permanent housing; and, the elimination of homelessness along the lines detailed in the 10-Year Plan to End Chronic Homelessness;

- Programs that promote economic development and create jobs and programs that increase the job skills level of potential employees; and,
- Supportive services programs that increase the ability of seniors, persons with disabilities, and others with special needs to live independently and avoid institutions.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

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

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

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

Table 1 – Responsible Agencies

Narrative

The lead agency responsible for the development of this Consolidated Plan is the Oxnard Housing Department. Staff members from Housing, Public Works, Community Development, Recreation and Community Services, Planning and Building, Information System and the Oxnard Housing Authority participated substantially in the development of the Plan.

Consolidated Plan Public Contact Information

The Housing Director and the Grants Coordinator of the Housing Department are the public contacts for the development of the Consolidated Plan:

Arturo Casillas, Housing Director (805) 385-8094

Norma Owens, Grants Manager (805) 385-7959

PR-10 Consultation - 91.100, 91.200(b), 91.215(I)

1. Introduction

As part of the Plan development process, federal regulations include the requirement that a PJ consult extensively with community service providers, other jurisdictions and other entities with a potential interest in or knowledge of that jurisdiction's housing and non-housing community development issues. Staff has developed and followed a detailed schedule which provides for and encourages citizen participation, emphasizing the participation of persons of low- and moderate-income:

- Consulted with the City of Thousand Oaks and City of Ventura in identifying the issues and tools in the planning process,
- Conducted a community survey to establish a list of community needs linked to a high priority assessment. Approximately 2,500 Community Survey copies were mailed to Section 8 and Public Housing tenants,
- Conducted a variety of consultation meetings with Oxnard residents, community leaders, and stakeholders from various organizations,
- Held mandatory workshop for city staff to provide HUD regulations related to Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME) and Emergency Solutions Grant (ESG),
- E mailed "Questions and Answers" questionnaires (Q and A) to private, non-profit organizations and interested parties and received answers from local social services agencies, and
- Held a follow-up meeting with ESG and Continuum of Care local service providers in order to formulate the needs, priorities and objectives of the Plan and the AAP.

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

The City of Oxnard consulted with the following agencies/entities when preparing the Consolidated Plan:

- **Affordable Housing:** Oxnard Affordable Housing Division staff, Oxnard Housing Authority, Habitat for Humanity of Ventura County, and Cabrillo Economic Development Corporation.
- **Health Services:** Ventura County Homeless Health Care, Turning Point Foundation
- **Homeless Services:** Ventura County Continuum of Care, City of Oxnard Commission on Homelessness, Ventura County Human Services Agency, Oxnard Police Department, and local homeless services providers, Society of Saint Vincent De Paul, Catholic Charities, Community Action of Ventura County. The consultation included the needs assessments and priorities determination for the five year Consolidated Plan.

- **Special Needs:** Senior Service Commission, City Corps, After School Programs, Police Activities League (PAL) and other social service organizations. The consultation included the discussions related to veterans and elderly persons' needs for single occupancy room rental units, and youth at risk activities.
- **Child Care Services:** First 5 of Ventura County Commission, and RAIN Communities.

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

The City of Oxnard is also the Lead Agency for the Continuum of Care and serves as a referral source to agencies providing direct services to homeless persons. Community Action of Ventura County serves the chronically homeless and homeless population in general with drop-in services, laundry, showers, mail pick-up, phone messages, jobs club, and mobile medical assistance provided by the Homeless Health Care Program thru the One Stop. Permanent supportive housing under the CoC is provided by the Turning Point Foundation, which also provides a transitional housing program for the same qualifying population. Other transitional housing services are provided by the Kingdom Center, Ventura County Human Services Agency RAIN Project, Khepera House and Project Understanding. Additionally, Ventura County Behavioral Health is the provider of Shelter Plus Care and Many Mansions have just opened a facility for unaccompanied youth (transition aged youth). Lastly, street outreach and case management is conducted by the Ventura County Human Services Agency Oxnard Homeless Outreach Project (OHOP).

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

The City received technical assistance from the HUD Los Angeles Field office in 2009 to develop a more acceptable/user friendly set of policies and procedures (policies) which has greatly assisted the monitoring of all CoC and ESG programs. Included in these policies were protocols for project allocations, review processes, performance standards and evaluation processes. Both CoC and ESG notifications are released thru a local Request for Proposals, which is posted in the largest circulating newspaper in Ventura County, posted on the City's website, direct mail to those on the mailing list, and also sent via email. The submissions are reviewed by a Review Committee, which consists of one city staff person, 2 members of the City's Commission on Homelessness, and 2 members of the general public. The results are forwarded to the Commission on Homelessness and the recommendations are sent to Mayor and City Council for approvals, submissions and awarding.

The administration of HMIS is completely done by the Ventura County Human Services Agency, which is now the HMIS Lead for the City and Ventura County CoCs. The switch in administrators was completed July 2012, and new policies and procedures will be completed by April 30, 2013.

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

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	THOUSAND OAKS
	Agency/Group/Organization Type	Other government – Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Citizen Participation and Consultation
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
2	Agency/Group/Organization	OXNARD
	Agency/Group/Organization Type	PHA Services-homeless Affordable Housing & Rehabilitation Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy Public Housing Needs Homelessness Strategy Homeless Needs – Chronically homeless Homeless Needs – Families with children Homelessness Needs – Veterans Homelessness Needs – Unaccompanied youth Non-Homeless Special Needs Economic Development Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Held various meetings with City staff from Public Housing Agency, Affordable Housing & Rehabilitation Program and Homeless Program
3	Agency/Group/Organization	Ventura County – Human Services Agency
	Agency/Group/Organization Type	Other government – County

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Grants Management met with Human Services Agency staff on March 4, 2013 and March 25, 2013. The discussion assisted Grants Management in setting priorities in the services provided to the homeless populations as well as identifying the resources needed to prevent homelessness. Grants Management followed up with a questionnaire (Q&A) to which Human Services Agency staff responded. Please find Q&A attached under "Citizen Participation Comments".
4	Agency/Group/Organization	Community Action of Ventura County
	Agency/Group/Organization Type	Services-Children Services-Victims of Domestic Violence Services-homeless Services-Health Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Staff of Community Action of Ventura County, Inc. participated in two meetings with Grants Management. Topics discussed were Homelessness Strategy and Needs Assessment. The discussion assisted Grants Management in developing the needs assessment. Grants Management followed up with a questionnaire (Q&A) to which Community Action of Ventura County staff responded. Please find Q&A attached under "Citizen Participation Comments".

5	Agency/Group/Organization	SOCIETY OF SAINT VINCENT DE PAUL
	Agency/Group/Organization Type	Services-homeless Faith Based Organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Grants Management met with staff from Society of Saint Vincent de Paul. The discussion assisted Grants Management in setting priorities in the services provided to the homeless populations as well as identifying the resources needed to prevent homelessness. Grants Management followed up with a questionnaire (Q&A) to which Society of Saint Vincent de Paul staff responded. Please find Q&A attached under "Citizen Participation Comments".
6	Agency/Group/Organization	CABRILLO ECONOMIC DEVELOPMENT CORPORATION
	Agency/Group/Organization Type	Community Housing Development Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Cabrillo Economic Development Corporation staff participated in a meeting held March 4, 2013, by Grants Management regarding CDBG, HOME and ESG grants eligible activities and requirements as well as the formulation process of the Consolidated Plan and Annual Action Plan. Among the topics discussed were housing needs, community needs, and grants availability. As a CHDO, CEDC has knowledge of the community needs in the housing sector.
7	Agency/Group/Organization	Pacific Clinics
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Unaccompanied youth

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Staff from this organization attended a meetings in which unmet needs of the homeless were discussed. A follow up questionnaire was e-mailed to further identify the unmet needs. Pacific Clinics staff also participated in group discussion to establish priority needs.
8	Agency/Group/Organization	RAIN Transitional Living Center
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Staff from this organization attended two meetings in which unmet needs of the homeless were discussed. A follow up questionnaire was e-mailed to further identify the unmet needs. RAIN staff also participated in group discussion to establish priority needs.

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

The City reached out to all types of organizations. However, some agencies were not consulted because they did not respond to the invitation. Such organizations are: Food Share, City Impact, Big Brothers Big sisters Of Ventura County, Boys and Girls Club, Interface, Ventura County Rescue Mission, Palmer Drug Abuse Program.

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

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	City of Oxnard	The goals of the Strategic Plan overlap with the goals of each plan in that the priority is to increase the number of housing units affordable to homeless persons with steady incomes and to also increase the number of transitional housing beds available to the homeless population. Additionally, with the implementation of the 2-year county-funded HPRP program, which came about at the close of the HUD-funded HPRP program, and the funding allocated to the efforts under the City's ESG, rapid re-housing is now a viable option to prevent families from becoming homeless.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
2030 General Plan	Development Services, Planning Division	The City of Oxnard 2030 General Plan includes a Housing Element for the period 2006-2014, per State of California Law and requirements of the California Department of Housing and Community Development (HCD). The Housing Element includes various programs and goals to provide safe and adequate housing for residents of all incomes and for special needs populations such as the homeless and those in need of transitional housing. Several programs identify affordable housing development opportunity sites for over 2,000 units that would receive a density bonus and development standards concessions.
Parks Master Plan	City of Oxnard, General Services	The goal of the Parks Master Plan is to identifies all of the Parks throughout the City, which totals 66 Parks, one golf course, one trail, and one Dune Habitat area. The 20-30 City plan calls out for every 1000 residents we need to have 3 acres of parks and open space, currently the City has over 200,000 thousand in population and are in need of more parks. The 66 Parks totals 592.87 acres, which are a combination of Community Parks, Joint Use Parks, Mini Parks, Neighborhood Parks, and Special Use Parks. Many of the parks are very old and have deterioration structures such play structures, benches, trash cans, etc. In addition, most of the parks are in need of ADA upgrade due to code upgrades and changes, primarily in the concrete walking paths and restrooms, including building and roof replacements due to the deterioration. The parks that are in the low moderate areas are the ones targeted for CDBG funding in order to make them code compliant and safe for the community.
Street Master Plan fact sheet	City of Oxnard, Public Works	The City of Oxnard's Capital Projects Management (CPM) Division annually conducts an assessment of the condition of City streets and updates a 20 year master plan and a 5 year capital improvement plan (CIP) in order to effectively manage the City's street maintenance program.
Analysis of Impediments to Fair Housing	Fair Housing	The Analysis of Impediments is produced once every five years, and was last adopted by City Council in May 2010.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
OHA Agency Plan	Oxnard Housing Authority	The Oxnard Housing Authority of the City of Oxnard implements a 5-Year plan (2011-2016), namely OHA Agency Plan. The OHA is currently on the 3rd Year of the Agency Plan. The Objectives of the Agency Plan are: apply for additional rental vouchers as they become available; acquire and develop additional rental housing; leverage private or other public funds to create additional housing opportunities; reduce public housing vacancies; renovate, modernize or replace existing public housing; and improve housing opportunities for Oxnard residents. The Agency Plan covers mostly the rental assistance function that the Consolidated Plan does not offer.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

Oxnard staff has contacted the other local cities within the Ventura County to consult on their CDBG projects as well as their planning coordination.

Narrative (optional):

Organizations were consulted on an individual and group basis, as well as part of a public workshop and through written correspondence.

PR-15 Citizen Participation

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The FY 2013-2018 Consolidated Plan (Plan) was developed in conjunction with residents and organizations through a public participation process. Specific actions taken to encourage citizen participation during the development of the FY 2013-2018 Plan are:

- Public hearings
- Consultations
- Community survey
- Questionnaires
- Workshops

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	Cathy Brudnicki, former Ventura County Homeless and Housing Coalition member submitted correspondence to Council regarding unmet needs.	Correspondence received is attached under "Citizen Participation Comments".	All comments were accepted.	
2	First Public Hearing 01-08-2013	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	There were about 30 people in the audience; comments were received from 5 persons.	Find summary of comments for first Public Hearing attached under "Citizen Participation Comments".	All comments were accepted	www.cityofoxnard.org

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meeting	Inter Neighborhood Council Forum	January 9, 2013 - Executive Board Meeting; board members and two other persons from the public were present.	The board expressed interest in the subject and invited staff to participate in their next public meeting to do a Power Point presentation re: the Consolidated Plan formulation.	All comments were accepted	

4	First Public Hearing 01-08-2013	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	A Community Survey in English and Spanish re: unmet needs was mailed to 780 Public Housing tenants, 1,575 Section 8 Program Participants, and 120 Public Agencies which offer services to the Community. The existence and purpose of the Community survey was advertised in the Ventura County Newspaper, Ventura County Reporter, and Vida Newspaper on January 24, 2013. Additionally, the survey was posted in the City's website for online response. Surveys and drop off boxes were also made available at 7 different locations throughout the City including the Oxnard	251 paper surveys were returned and 95 surveys were responded online. The community survey and data collected from the surveys are attached under "Citizen Participation Comments".	All comments/surveys were accepted.	
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
			Main and South Libraries.			
5	Public Meeting	Senior Services Commission	January 15, 2013 - There were a total of 22 people in the audience including 9 board members of Senior Services Commission and City Attorney,	No comments were received.	None	
6	Public Meeting	Planning Commission	January 17, 2013 - There were 16 persons in the audience.	No comments.	None	
7	Public Meeting	Parks and Recreation Commission	January 23, 2013 - There were 12 persons in the audience.	No comments.	None	
8	Public Meeting	First 5 of Ventura County Commission	January 24, 2013 - There were 16 persons present, including commissioners.	No comments were received.	None	www.first5ventura.org

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
9	Public Meeting	Inter Neighborhood Council Forum	February 6, 2013 - There were 35 persons in the audience.	Find summary of comments, questions and responses attached under "Citizen Participation Comments".	All comments were accepted.	
10	Public Meeting	Senior Services Commission	February 12, 2013 - There were 6 persons in the audience.	See summary of comments attached under "Citizen Participation Comments".	All comments were accepted.	
11	Public Meeting	Community Relations Commission	February 25, 2013 - There were 12 persons in the audience	There were no comments from the public.	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
12	Public Meeting	Social Service Agencies	February 27, 2013 - Grants Management staff scheduled a meeting and invited staff from 20 different agencies/organizations to request input from the agencies/organizations on the needs of the City's lower income residents.	No one attended the meeting.	N/A	
13	Public Meeting	Parks and Recreation Commission	February 27, 2013 - There were 30 people in the audience, including commissioners	See summary of comments attached under "Citizen Participation Comments".	All comments were accepted.	
14	First Public Hearing 01-08-2013	Service Providers	On March 7, 2013, a questionnaire was e-mailed to 17 service providers seeking input for the Consolidated Plan.	Five organizations responded to the questionnaires. Please find Q & A responses attached under "Appendices".	All Comments were accepted	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
15	Public Meeting	Commission on Homelessness	March 18, 2013 - There were 15 persons present.	See summary of comments attached under "Citizen Participation Comments".	All comments were accepted.	
16	First Public Hearing 01-08-2013	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	March 26, 2013 - There were 24 persons in the audience	Find summary of comments for 2nd Public Hearing attached under "Citizen Participation Comments".	All comments were accepted.	
17	First Public Hearing 01-08-2013	Non-targeted/broad community	There were 40 persons in the audience.	See summary of comments attached under "Citizen Participation Comments".	All comments were accepted.	
18	First Public Hearing 01-08-2013	Non-targeted/broad community	There were 56 persons in the audience.	See summary of comments attached under "Citizen Participation Comments".	All comments were accepted.	

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

Housing needs are determined by analyzing housing problems by income level, tenure, and households with special needs. The Consolidated Plan uses the Comprehensive Housing Affordability Strategy (CHAS) data developed by the Census Bureau for HUD. CHAS data is based on the 2005-2009 American Community Survey (ACS) Census and analyzes households with one or more housing problems (those experiencing overcrowding, lacking adequate kitchen or plumbing facilities), and those experiencing cost burden (paying more than 30 percent of household income for housing costs) and extreme cost burden (spending over 50 percent of household income for housing costs).

Homeless needs assessment use the Point In time Count of Homeless Persons data to analyze and determine the homeless needs for Oxnard and Ventura County in general terms. Homeless persons in Oxnard are endlessly facing the issue of lack of a year round shelter, transitional and permanent housing units.

To assess the Non-Homeless Special Needs and Non-Housing Community Development Needs, staff is using the 2030 General Plan of the City, finalized in October 2011.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

Oxnard does not have sufficient available housing to meet the continual population growth of the City, and housing units are needed in for all household sizes. The Southern California Association of Governments (SCAG) has adopted a Regional Housing Needs Assessment (RHNA). The RHNA concluded that over the upcoming seven-year period (from 2014 to 2021), a total of 7301 new housing units will be needed in Oxnard.

Demographics	Base Year: 2000	Most Recent Year: 2009	% Change
Population	170,358	183,765	8%
Households	45,166	49,550	10%
Median Income	\$48,603.00	\$56,618.00	16%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2005-2009 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	8,455	8,060	10,405	5,625	
Small Family Households	2,960	3,255	4,165	11,380	
Large Family Households	2,245	2,095	3,020	4,910	
Household contains at least one person 62-74 years of age	1,250	1,090	1,645	905	2,990
Household contains at least one person age 75 or older	1,070	1,270	1,350	660	1,540
Households with one or more children 6 years old or younger	3,015	2,535	3,040	4,635	

Table 6 - Total Households Table

Data Source: 2005-2009 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	75	50	60	20	205	75	20	10	10	115
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	600	370	240	105	1,315	50	65	150	125	390
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	1,005	765	670	230	2,670	195	165	600	205	1,165
Housing cost burden greater than 50% of income (and none of the above problems)	2,750	1,300	400	25	4,475	1,130	1,415	1,460	735	4,740

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	1,005	1,505	1,780	410	4,700	215	550	1,140	1,170	3,075
Zero/negative Income (and none of the above problems)	95	0	0	0	95	125	0	0	0	125

Table 7 – Housing Problems Table

Data 2005-2009 CHAS
Source:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	4,430	2,490	1,370	385	8,675	1,445	1,665	2,220	1,070	6,400
Having none of four housing problems	1,705	2,070	3,445	1,435	8,655	655	1,835	3,370	2,735	8,595
Household has negative income, but none of the other housing problems	95	0	0	0	95	125	0	0	0	125

Table 8 – Housing Problems 2

Data 2005-2009 CHAS
Source:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	2,240	1,750	1,235	5,225	360	890	1,240	2,490
Large Related	1,580	995	300	2,875	450	745	1,115	2,310
Elderly	545	285	150	980	495	415	445	1,355
Other	965	685	660	2,310	260	75	200	535
Total need by income	5,330	3,715	2,345	11,390	1,565	2,125	3,000	6,690

Table 9 – Cost Burden > 30%

Data 2005-2009 CHAS
Source:

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,735	745	200	2,680	295	590	660	1,545
Large Related	1,260	180	50	1,490	440	580	685	1,705
Elderly	220	180	0	400	350	285	210	845
Other	815	350	150	1,315	250	60	150	460
Total need by income	4,030	1,455	400	5,885	1,335	1,515	1,705	4,555

Table 10 – Cost Burden > 50%

Data 2005-2009 CHAS
Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	1,435	910	645	0	2,990	235	195	445	0	875
Multiple, unrelated family households	170	210	285	0	665	20	35	310	0	365

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Other, non-family households	0	25	0	0	25	0	0	0	0	0
Total need by income	1,605	1,145	930	0	3,680	255	230	755	0	1,240

Table 11 – Crowding Information – 1/2

Data Source: 2005-2009 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Data Source
Comments:

Describe the number and type of single person households in need of housing assistance.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

What are the most common housing problems?

The most common housing problems are housing cost burden and overcrowded housing, for both renters and owners.

Are any populations/household types more affected than others by these problems?

The populations/household types that are disproportionately affected by these problems are the poorest households, specifically, those with incomes less than 30% AMI.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

The characteristics of persons at imminent risk of residing in shelters or becoming homelessness include, but are not limited to: mental illness, whether diagnosed or not, migrant farmworkers, and those who have lost employment due to the failing economy and have yet to recover. The needs of these people include job stability, medical assistance, rental and/or security deposit assistance, and short to medium term case management.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Not applicable.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

The particular housing characteristics that have been linked with instability and an increased risk of homelessness include high rents, lack of affordable rental units, and the available unit sizes do not meet the needs of the family size.

Discussion

Oxnard is a high-rent market and many families struggle to make the monthly payments along with other obligations. While the City works with non-profit housing developers to try to create more affordable units, many developers would rather pay the fees assessed for not creating affordable units rather than lose money creating units.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

Data from the U. S. Census Bureau confirms that the Hispanic population of Oxnard generally has lower income levels than other sectors. According to the 2010 Census, the overwhelming majority (73.5%) of Oxnard's population was Hispanic as of April of 2010, and Hispanics reside in every part of the City. There are certain neighborhoods where the Hispanic population is present in extremely high concentrations (85% or more), and these tend to correspond to those Census tracts which are lower-income (particularly South Oxnard, and the northern part of the City east of Oxnard Boulevard between Fifth Street and Gonzales Road). In Oxnard, these neighborhoods are encompassed in the following Census Tracts: 3100; 3201; 3202; 3500; 3700; 3800; 3900; 4000; 4101; 4102; 4501; 4503; 4504; 4701; 4702; 4703; 4704; 4705; 4706; 4900; and 5002.

As evidenced in the data in the tables above ("Housing Problems"; "Severe Housing Problems"; and "Housing Cost Burden"), the Hispanic population of Oxnard experiences these conditions disproportionately.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	7,095	1,140	220
White	930	165	100
Black / African American	420	15	0
Asian	245	155	20
American Indian, Alaska Native	45	0	0
Pacific Islander	0	0	0
Hispanic	5,365	800	100

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2005-2009 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	6,215	1,845	0
White	1,090	620	0
Black / African American	180	50	0
Asian	180	95	0
American Indian, Alaska Native	0	0	0
Pacific Islander	70	0	0
Hispanic	4,620	1,085	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data 2005-2009 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	6,510	3,900	0
White	1,395	1,030	0
Black / African American	240	240	0
Asian	365	330	0
American Indian, Alaska Native	20	20	0
Pacific Islander	40	0	0
Hispanic	4,350	2,160	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data 2005-2009 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,040	2,585	0
White	610	740	0
Black / African American	65	60	0
Asian	245	380	0
American Indian, Alaska Native	55	10	0
Pacific Islander	20	15	0
Hispanic	1,940	1,355	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data 2005-2009 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

As indicated above, the Hispanic population of Oxnard generally has lower income levels than other sectors. The data in the previous tables confirms that the Hispanic population of Oxnard experiences housing problem conditions disproportionately. Hispanics constitute the overwhelming majority of Oxnard's population (more than 75% of the City's residents as of 2013). All City programs to increase the affordability of housing and housing conditions in general will work towards improvement and amelioration of the afore-mentioned housing problems.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

Data from the U. S. Census Bureau confirms that the Hispanic population of Oxnard generally has lower income levels than other sectors. According to the 2010 Census, the overwhelming majority -- 73.5% -- of Oxnard's population was Hispanic as of April of 2010, and Hispanics reside in every part of the City. There are certain neighborhoods where the Hispanic population is present in extremely high concentrations (85% or more), and these tend to correspond to those Census tracts which are lower-income (particularly South Oxnard, and the northern part of the City east of Oxnard Boulevard between Fifth Street and Gonzales Road). In Oxnard, these neighborhoods are encompassed in the following Census Tracts: 3100; 3201; 3202; 3500; 3700; 3800; 3900; 4000; 4101; 4102; 4501; 4503; 4504; 4701; 4702; 4703; 4704; 4705; 4706; 4900; and 5002.

As evidenced in the data in the tables above ("Housing Problems"; "Severe Housing Problems"; and "Housing Cost Burden"), the Hispanic population of Oxnard experiences these conditions disproportionately.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	5,875	2,360	220
White	840	250	100
Black / African American	330	105	0
Asian	200	195	20
American Indian, Alaska Native	45	0	0
Pacific Islander	0	0	0
Hispanic	4,400	1,760	100

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2005-2009 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,155	3,905	0
White	765	945	0
Black / African American	125	100	0
Asian	125	150	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	70	0
Hispanic	3,080	2,630	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data 2005-2009 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,590	6,815	0
White	425	2,005	0
Black / African American	110	370	0
Asian	130	565	0
American Indian, Alaska Native	0	40	0
Pacific Islander	40	0	0
Hispanic	2,850	3,665	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data 2005-2009 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,455	4,170	0
White	180	1,165	0
Black / African American	20	100	0
Asian	165	460	0
American Indian, Alaska Native	0	65	0
Pacific Islander	0	35	0
Hispanic	1,055	2,235	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data 2005-2009 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

As indicated above, the Hispanic population of Oxnard generally has lower income levels than other sectors. The data in the previous tables confirms that the Hispanic population of Oxnard experiences housing problem conditions disproportionately. Hispanics constitute the overwhelming majority of Oxnard's population (more than 75% of the City's residents as of 2013). All City programs to increase the affordability of housing and housing conditions in general will work towards improvement and amelioration of the afore-mentioned housing problems.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

Data from the U. S. Census Bureau confirms that the Hispanic population of Oxnard generally has lower income levels than other sectors. According to the 2010 Census, the overwhelming majority -- 73.5% -- of Oxnard's population was Hispanic as of April of 2010, and Hispanics reside in every part of the City. There are certain neighborhoods where the Hispanic population is present in extremely high concentrations (85% or more), and these tend to correspond to those Census tracts which are lower-income (particularly South Oxnard, and the northern part of the City east of Oxnard Boulevard between Fifth Street and Gonzales Road). In Oxnard, these neighborhoods are encompassed in the following Census Tracts: 3100; 3201; 3202; 3500; 3700; 3800; 3900; 4000; 4101; 4102; 4501; 4503; 4504; 4701; 4702; 4703; 4704; 4705; 4706; 4900; and 5002.

As evidenced in the data in the tables above ("Housing Problems"; "Severe Housing Problems"; and "Housing Cost Burden"), the Hispanic population of Oxnard experiences these conditions disproportionately.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	24,505	13,040	11,765	240
White	8,170	3,130	2,175	100
Black / African American	1,150	555	505	0
Asian	2,540	1,060	530	20
American Indian, Alaska Native	50	90	45	0
Pacific Islander	70	130	40	0
Hispanic	12,060	7,815	8,270	120

Table 21 – Greater Need: Housing Cost Burdens AMI

Data 2005-2009 CHAS
Source:

Discussion:

As indicated above, the Hispanic population of Oxnard generally has lower income levels than other sectors. The data in the previous tables confirms that the Hispanic population of Oxnard experiences housing problem conditions disproportionately. Hispanics constitute the overwhelming majority of

Oxnard's population (more than 75% of the City's residents as of 2013). All City programs to increase the affordability of housing and housing conditions in general will work towards improvement and amelioration of the afore-mentioned housing problems.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Data from the U. S. Census Bureau confirms that the Hispanic population of Oxnard generally has lower income levels than other sectors. According to the 2010 Census, the overwhelming majority -- 73.5% -- of Oxnard's population was Hispanic as of April of 2010, and Hispanics reside in every part of the City.

If they have needs not identified above, what are those needs?

There are not needs that are not identified.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

There are certain neighborhoods where the Hispanic population is present in extremely high concentrations (85% or more), and these tend to correspond to those Census tracts which are lower-income (particularly South Oxnard, and the northern part of the City east of Oxnard Boulevard between Fifth Street and Gonzales Road). In Oxnard, these neighborhoods are encompassed in the following Census Tracts: 3100; 3201; 3202; 3500; 3700; 3800; 3900; 4000; 4101; 4102; 4501; 4503; 4504; 4701; 4702; 4703; 4704; 4705; 4706; 4900; and 5002.

As evidenced in the data in the tables above ("Housing Problems"; "Severe Housing Problems"; and "Housing Cost Burden"), the Hispanic population of Oxnard experiences these conditions disproportionately.

NA-35 Public Housing – 91.205(b)

Introduction

The mission of Oxnard Housing Authority is to promote adequate and affordable housing, economic opportunity and suitable living environment free from discrimination. The OHA continues to implement Section 504 of the Rehabilitation Act of 1973, as amended to protect the rights of families with disabilities (Section 504). OHA resolves to provide decent, safe, and sanitary housing in good repair for very low and low income families, seniors and persons with disabilities.

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	767	1,614	0	1,583	20	11	0

Table 22 - Public Housing by Program Type

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Alternate Data Source Name:

Data submitted by OHA

Data Source Comments:

	Public Housing	Total	Tenant based	Veterans affairs supportive Housing	Family Unification Program
# of units vouchers in use	767	1614	1583	20	11

Table 23 - Totals in use- Program Type

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher	
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	23,004	18,040	0	17,101	16,897	17,305
Average length of stay	0	0	13	10	0	7	4	10
Average Household size	0	0	3	3	0	2	1	4
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	307	638	0	628	9	1
# of Disabled Families	0	0	286	660	0	648	10	2
# of Families requesting accessibility features	0	0	767	1,650	0	1,624	15	11
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 24 – Characteristics of Public Housing Residents by Program Type

Alternate Data Source Name:

CHARACTERISTICS OF RESIDENTS

Data Source Comments: Requesting accessibility features: there were 1583 families in tenant based program, 20 families in VASH program and 11 families in Family Unification Program

	Public Housing	Tenant - Based	Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	23,004	17,101	16,897	17,305

Average length of stay	13	7	4	10
Average household size	3	2	1	4
# of Elderly Program Participants (>62)	307	628	9	1
# of disabled families	286	648	10	2
# of families requesting	767	1,583	20	11

Table 25 - CHARACTERISTICS OF RESIDENTS - PROGRAM TYPE

Race of Residents

Race	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	675	0	0	0	16	9	0
Black/African American	0	0	61	32	0	26	5	1	0
Asian	0	0	16	16	0	16	0	0	0
American Indian/Alaska Native	0	0	8	9	0	9	0	0	0
Pacific Islander	0	0	7	8	0	7	0	1	0
Other	0	0	0	0	0	0	0	0	0

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 26 – Race of Public Housing Residents by Program Type

Alternate Data Source Name:

Race of Residents NA - 35

Data Source Comments:

	Public Housing	Tenant - Based	Veterans Affairs Supportive Housing	Family Unification Program
White	675	1,524	16	9

Black/African American	61	26	5	1
Asian	16	16	0	0
American Indian/Alaska Native	8	9	0	0
Pacific Islander	7	7	0	1

Table 27 - RACE OF RESIDENTS - PROGRAM TYPE

Ethnicity of Residents

Ethnicity	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	729	0	0	0	5	6	0
Not Hispanic	0	0	38	355	0	335	15	5	0

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 28 – Ethnicity of Public Housing Residents by Program Type

Alternate Data Source Name:

Ethnicity of Residents NA - 35

Data Source Comments:

	Public Housing	Tenant - Based	Veterans Affairs Supportive Housing	Family Unification Program
Hispanic	729	1,248	5	6
Not Hispanic	38	335	15	5

Table 29 - ETHNICITY OF RESIDENTS

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

The Oxnard Housing Authority complies with a variety of regulations pertaining to accessibility, including the following:

- Notice PIH 2010-26
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988

A person with a disability, as defined under federal civil rights law, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- Has a record of such impairment, or
- Is regarded as having such impairment.

Refer to the Admissions and Continued Occupancy Policy of the Oxnard Housing Authority for additional information.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

All the immediate needs of residents of Public Housing and Housing Choice voucher holders are being met. There are approximately 1600 families on the Public Housing waiting list; with 97% of these families requiring between one and three bedroom units. Almost 50% of these families require two bedroom units. On average, applicants are on the waiting list from three to five years. The need for affordable rental housing is not only represented by OHA's waiting list for Public Housing, but it is also reflected in the needs of the public at large.

How do these needs compare to the housing needs of the population at large

The above needs are the same as the City's needs as a community: lack of affordable housing units, large families with a needs of more than 2 bedroom size units.

Discussion

Improving job opportunities for both public housing tenants and housing choice vouchers holders will not only allow families to move up and out of assisted housing but it will allow OHA to assist other needy families. In addition, it will expand the number of working families that will widen the mix of

incomes in Oxnard's public housing developments which enhances community stability and provides role models for our youth.

With the perspective of demolishing 260 housing units and reconstructing 264 housing units located at the Court site (equivalent to 260 units located in the Colonia Village 31-1), OHA is trying to replace its old housing stock, built in 1952 with new housing units and offering more units to the senior population.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

On January 29, 2013, the City of Oxnard performed the annual Point in Time Count (Count) of Homeless Persons as directed by HUD. Count results are provided under on table below. The City receives Continuum of Care Grant (CoC) funds and Emergency Solutions Grant (ESG) funds to address various homeless issues, including shelter and street outreach. The City's collaborative partners under both grants, along with other non HUD-funded agencies work diligently to serve the homeless population in the region. The difficulties facing homeless persons and the providers are the lack of long-term emergency shelter within Ventura County, and fewer resources to deal with the rise in homelessness due to the existing lagging economy.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	90	28	120	120	50	155
Persons in Households with Only Children	8	3	3	3	2	25
Persons in Households with Only Adults	239	218	410	410	150	175
Chronically Homeless Individuals	7	218	520	520	83	245
Chronically Homeless Families	13	4	75	75	30	100
Veterans	40	33	90	90	25	75
Unaccompanied Child	9	23	75	75	15	200
Persons with HIV	0	0	0	0	0	0

Table 30 - Homeless Needs Assessment

Data Source Comments: Most of the data in these fields was taken from the AHAR and 2012 Point in Time Count. However, some statistics are not kept, such as HIV and the total number of days persons experience homelessness.

Indicate if the homeless population is: Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	37	143
Black or African American	13	32
Asian	1	3
American Indian or Alaska Native	3	10
Pacific Islander	1	4
Ethnicity:	Sheltered:	Unsheltered (optional)
Hispanic	85	95
Not Hispanic	0	0

Data Source

Comments:

This data was taken from the 2012 Point In Time Count of Homeless Persons.

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

According to the 2013 Point In Time Count of Homeless Persons, an appropriate description of the following homeless populations would be defined as such: Chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth make up approximately 92 percent of the homeless population in Oxnard. The remaining 8 percent are those who have experienced an episode of homelessness, which happened to be during the time of the Count. The numbers are as follows: chronically homeless persons - 218 unsheltered adults and 2 families; veterans - 33; and unaccompanied youth - 20.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

The larger homeless populations by racial/ethnic groups, according to the most recent published Point In Time Count (2012), were Latino/Hispanic and White, both populations with 180 known homeless persons. The other racial/ethnic groups make up less than 25% of the homeless population combined. This is somewhat in line with the 2010 US Census in that Oxnard is approximately 74% Latino/Hispanic.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

The unsheltered number of homeless persons in Oxnard is rather high. This is mainly due to the fact that there is no true year round shelter facility anywhere in Ventura County. This impacts the numbers of both populations in that, aside from the emergency winter shelter, there is no place for the homeless population to go. There are a few transitional housing facilities in the area, but none that serve single fathers or women with children whom are boys over the age of ten. Factor in the high rents and

dwindling resources, the homeless population has very few assistance options to help obtain and retain permanent housing.

Discussion:

Currently in Oxnard, there is a shortage of shelter and housing options for homeless persons. Therefore, the need to make housing units available for working-homeless persons is great. Additionally, because there are very few year round shelter options with attendance restrictions in Ventura County, the need for increased federal and possible state funding to address homelessness is critical. The City's CoC has requested funding in the 2012 application to assist to implement a rapid re-housing program and has set aside approximately 40% of its ESG funds to support homeless assistance and eviction prevention.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

Per California State Laws requirements, the City of Oxnard Housing Element defines group of people with special housing needs as (1) Person with disabilities; (2) Elderly, (3) Large Families and single Parents Families, (4) Farm-workers, and (5) Families and Persons in Needs of Emergency Housing. While, HUD has defined the special needs group of people who are not homeless but require supportive housing as the elderly, frail elderly, persons with disabilities (mental, physical, development), persons with alcohol or other drug addiction, persons with HIV/AIDS and their families, public housing residents and other categories that the PJ may specify. Therefore, Oxnard has identified the existing housing needs for special needs population, as follows: Special Needs Category/Identified Housing Needs Mentally disabled/Affordable units located in proximity to mental health services, supportive services connected to medical mental health services Physically Disabled/Affordable housing (for rent or purchase) at different level of income, units designed with accessibility, and living arrangement for on-site caregivers. The elderly/Affordable units located in proximity to public transportation, medical and health care services, and living arrangement for caregivers Farm workers/Affordable rental housing units for extremely-low to low-income farm-workers and their families Youth (under 25 years old)/Affordable single occupancy units Large Families/More housing units with more than two bedrooms Persons with HIV/AIDS/Affordable Housing and supportive Services

Describe the characteristics of special needs populations in your community:

The following narrative summarizes the characteristics of the special needs populations, specifically elderly persons, defined as person over 65 years of age or older, and persons with disabilities, who share four main common concerns:

- Income: people over 65 are usually retired and living on a fixed income as well as persons with disability.
- Health Care: due to the higher rate of illness, health care is important.
- Transportation: use public transit.
- Housing cost burden: live alone and rent.

Persons with Alcohol or Other Drug Addiction abuse affects a large portion of the population, but the extent of such abuse is difficult to estimate because few people admit they have a problem or seek assistance.

What are the housing and supportive service needs of these populations and how are these needs determined?

Special needs groups are those groups with high priority needs including the elderly, the frail elderly, persons with HIV/AIDS and their families, persons with disabilities and individuals with alcohol and other drug addictions and homeless individuals and families. The City and the County of Ventura have supported a variety of housing and supportive services, including but not limited to the following providers:

- Sycamore Senior Village: Housing Development dedicated to seniors population
- Cabrillo Economic Development: Development of affordable housing for low-income residents, for persons with special needs (farm-workers and disabled persons)
- Many Mansions: Development of affordable housing for mentally ill youth, and for low-income families
- Senior/Special Population Services Division: supportive services to Oxnard seniors
- Housing Assistance Programs for Seniors (HAPS): Housing Assistance for disabled or very low income seniors
- Cypress Court: Independent Living and or residential care for person with serious mental illness
- Wooley House: Independent Living and or residential care for person with serious mental illness

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

Affected by HIV/AIDS, many people are dealing with substance abuse and mental illness that compounds the social service needs of this population. Most are very low-income and have poor credit or deal with eviction problems making it difficult to find and keep affordable housing.

The following statistics are related to the County of Ventura. The summary for 2012 AIDS cases shows that there is a decrease in the number of new AIDS cases reported, but a significant increase in the number of deaths. There are predominantly White and Hispanic males between 25-34 years of age. The summary for 2012 HIV cases shows there is an increase in the number of new HIV cases diagnosed in Ventura, predominantly White males, younger in 2012 (25-34 years of age), an increase in the number of African-American diagnosis (significant as we have a relatively small African-American population in Ventura County), and one perinatal transmission from another country.

Discussion:

Special needs groups with high priority housing needs within Oxnard community include elderly and frail elderly persons, persons with disabilities and veterans. Along with low-income, poor credit, and housing related issues this population struggles for a decent quality of life. The lack of access to transportation is also an issue, which limits their ability to access medical and supportive services. Many are challenged with insufficient life and social skills. Some of the housing and supportive services needs are addressed strategically through the public housing program and the Section 8 Veteran Affairs Supportive Housing programs. In addition, the City, through the Senior/Special Population Services Division provides nutrition, senior fitness and recreation programs to seniors in Oxnard community.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

There is continuing need within the City for public facilities to serve growing populations in special-needs areas or to rehabilitate aging facilities. Many low- and moderate-income areas (LMA) in the City are within older neighborhoods that either do not have proper facilities or their existing facilities suffer from heavy use and deferred maintenance leading to disrepair. Many of these areas are located within the priority areas where CDBG infrastructure and capital improvement funding will be concentrated for maximum leveraging opportunities to provide the greatest impact to the largest number of residents. The City's Parks and Public Ground Division (PPG) enhances the quality of life of the residents by managing park systems and public grounds in a manner that provides residents with safe, clean, and attractive outdoor open spaces. A Park Master Plan was developed and approved by City Council in 2010 and indicated that Oxnard has 991.47 total acres of park. PPG maintains approximately 443 acres of City Parks: many of them are in the LMI areas, completely built out, and have no ability to collect Quimby fees.

How were these needs determined?

Parks and park's amenities are essential components in the quality of life of Oxnard residents. They provide a place for families and friends to gather and enjoy all that Oxnard has to offer at little or no cost. In the next five year, some of the parks needing retrofits and upgrades due to wear and tear, vandalism as well as meeting ADA standards requirements. Due to the limited amount of CDBG allocation and the high cost of rehabilitation, it is necessary to have other available funds to support the park rehabilitation projects. Neighborhoods parks that are qualified for CDBG funding, include but not limited to: Beck Park, Thompson Park, Wilson Park, Cypress Park and Lemonwood Park. Rehabilitation activities may consist of replacement, or installation of playground, restroom rehabilitation to meet standards and ADA requirements, replacement of fencing, reconstruction of damaged sidewalks, installation of prefabricated restrooms, and rehabilitation of barbecue areas.

Beck Park was built in 1956 and has had some improvements through the years but now is outdated and needed to be in compliance with the current codes and ADA standards. The improvements will consist of replacing the play structure, resurfacing the ages parking area, rehabilitate the BBQ areas to meet current codes as well as the replacement of the new city standard monument signs, and replaced the aged fence around the baseball/softball fields.

Thompson Park was built in 1965 and has had some improvements through the years but now is outdated and needed to be improved to be in compliance with the current codes and ADA standards. The improvements will consist of replacing the playground structure.

Wilson Park was built in 1964 and has had some improvements through the years but now is outdated. The improvements will consist of demolition and relocation of restroom, replacement and

addition of security lighting, replacement of playground, rehabilitation of crown barbecue area, replacement of damaged sidewalk area, and rehabilitation of flower garden.

Garden City Acres Park (Formally known as Cypress Park) was recently re-built in some areas due to the deterioration of the previous condition of the park. Some of the improvements were a jogging/walking path, a new playground, improvements to the restrooms, an exercise stations, family picnic areas, and tables, a half size basketball court and ADA improvements. The future improvements will consist of installations of new restroom fixtures and roof and renewal of facilities.

Lemonwood Park was built in 1978 and has had some improvements such as installation of walking track and security lighting, rehabilitation of barbecue areas, replacement of playground, ADA upgrades to the restrooms and walkways, in addition the replacement of the 900 plus deteriorated chain link fence and gates with Ameristar wire works fence. All this was possible through the CDBG funds. The future improvements will consist of testing of an old oil well site, which is adjoined to the property, for any hazardous materials. If the land is clear of any hazardous materials, then, the City will develop the extra space into useable park land with additional open area type sports fields, added pathway, landscaping and irrigation.

Describe the jurisdiction's need for Public Improvements:

The City of Oxnard strives to improve the quality, safety, and usefulness of city streets and alleys for its residential and business communities. The City of Oxnard maintains approximately 475 miles of streets and alleys throughout its jurisdiction. Despite ongoing maintenance such as filling potholes and sealing cracks many residential streets are at the end of the original design life and are experiencing widespread asphalt deterioration, and fatigue from aging. Several streets, decades old, have not been reconstructed. Streets with severely deteriorated pavement conditions create hazards for motor vehicle drivers, pedestrians, lower home and land values, and spur blight. In the next five years, several residential neighborhoods and alleys are due for reconstruction and will need CDBG funding to pay for the improvements. Due to the limited amount of CDBG allocation and the high cost of street reconstruction projects, it is necessary to have other available funds to support projects. Neighborhoods that qualified for CDBG funding and need street and/or alleyway reconstruction include, but not limited to: Sierra Linda, College Estates, Pleasant Valley Estates, La Colonia, Five Points Northeast and Fremont North. Upcoming alley reconstruction projects include, but not limited to, the alley west of Terrace Avenue, alley east of Samuel Avenue, alley south of Hill Street, the alley west of Saviers Road and 1470 and 1500 Camino Del Sol driveways and parking area (see map attached_LowMod_AlleyReconstruction) . Street and alley reconstruction will improve the quality, safety, and usefulness of streets and living conditions for residents living in and around these communities.

How were these needs determined?

Because the alleys, driveways and parking lots are severely distressed they present blight and unsafe pavement conditions for vehicles and pedestrians in the local community. The alleys, driveways and parking lots provide vehicle access to residential housing, garage parking, refuse collection service and public facilities. Reconstruction of the alleys, driveways and parking lots will provide safer vehicle and pedestrian conditions, eliminate blight, and increase property values in the local community. The resulting life expectancy is the same as a new pavement of 20 years.

Describe the jurisdiction's need for Public Services:

Public Services

The City is committed to provide an adequate and effective law enforcement program by publicizing police protection services throughout the education system with an emphasis of the elementary school level and encourage joint police/citizen participation through the Neighborhood Councils.

1. Police Activities League

The Oxnard Police Activities League (PAL) was established in 1994 as a city-wide program to provide outreach to all of Oxnard's youth in an effort to build positive relationships between youth, police officers, and the community. PAL's primary goal is to foster a bond of mutual trust and understanding between police officers and young people by enabling them to interact in a non-confrontation setting. PAL offers educational, cultural, and recreation activities with an emphasis on reaching youth "at-risk." Oxnard PAL's objectives are:

- To provide youth with an opportunity to grow under the sustained guidance of dedicated adults.
- To instill in youth a respect and understanding for law enforcement officers and for the laws they uphold.
- To assist youth in developing self-esteem and to provide youth with skills to help them stay in school.
- To involve police, parents, and the community volunteers in a personal commitment of time, talent, and energy to the youth of the community.

Programs include but are not limited to: Arts & Crafts, recreational table games, board games, homework helpers, mentoring, leadership training, basketball, volleyball, flag football, soccer, boxing, summer camps, summer excursions and presentations, music, video production, sports camps, and California PAL Play Days.

2. After School Program

The City, through its partnership with the Oxnard Elementary School District, provides CDBG funding to seven eligible After School Program sites. The City provides the Fun for All Program, which offers structured recreation, skill building and health promoting activities, to approximately 85-90 children daily.

3. Colonia Boxing Center

The Colonia Boxing program offers fitness and competition training to the youth in the La Colonia neighborhood. The Gym is a member in good-standing with the U.S. Amateur Athletic Boxing Federation and has national champions in several weight classifications. In addition to the boxing training the coaches serve as mentors to all participants while providing a safe place for youth to go after school.

4. Colonia Gymnasium

The Colonia Gymnasium operates Monday through Friday, from 12:00p.m. through 9:00p.m. The Gymnasium provides clinics in basketball, soccer, and t-ball for youth. The facility also holds Special Olympics basketball training and open play for mentally disabled adults; offers open play volley ball and basketball for youth and school leagues city-wide and free Zumba classes for adults during the summer.

Recreation and Community Services provide low impact aerobics to participants 55 years old and over as well as indoor hockey, basketball and soccer for the disabled and a mentorship program for youth at risk through the Youth Development Program.

5. Rain Child Care

The project aims to make available and accessible child care services to the parents at RAIN while they look for work, go for job interviews, go to job training, go to work, attend counseling and therapy session.

How were these needs determined?

With the growing number of single parent families and households with two working parents youth are left home alone after school. Youth need a safe place for parents to take their kids after school where they can engage in positive activities and receive the resources needed for them to succeed in and out of school while under supervision. Providing youth with positive alternatives assists in deterring youth from drugs, gangs and other undesirable criminal activities.

Oxnard PAL, a non-profit organization and a member of both California PAL and National PAL, is a partnership between the Oxnard Police Department and the City of Oxnard Recreation & Community Services Department. The Police Department and Recreation Department each commit one full-time staff member to co-direct the program. Membership is free and programs at PAL are offered at little to

no cost. Oxnard PAL's long-term mission is to divert youth away from gangs and other criminal activities by involving them in alternative activities under the care and supervision of trained police officers, recreational staff, and parent and community volunteers.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The last Five-Year Consolidated Plan (FY2008-2013) was prepared as Oxnard hit the peak of the last housing market upswing, which occurred in January 2006, when median home prices reached \$554,300. The later downward slide resulted in the market hitting the bottom in July and August of 2009, with a median home price of \$278,300. According to the California Association of Realtors (CAR), the first quarter of 2009 represented the lowest point on the housing affordability index for Ventura County (approximately \$247,630). The market recovery began slowly, and had accelerated by early 2012. In calendar year 2012, the median home price in Ventura County increased at the rate of 9.7%, rising from \$367,000 to \$399,000, and up to \$402,900 by January 2013.

Existing single-family home sales also increased by double digits. Per the Zillow market data for Oxnard, the median home price in the same period went from \$271,600 to \$297,800, a rate of increase slightly lower than that of Ventura County. The Federal Reserve Bank has continued to keep the short-term interest rates down and indicated that it plans to do so at least until 2014. CAR and the California Economic Forecast consider homes more affordable now than they were in 2006, at the peak of the housing market.. The affordability index increased from 12% to 56% between 2006 and the first quarter of 2012. That index is the percentage of households with incomes equal to or more than the minimum qualifying income for the median home price.

It is not possible to forecast whether the increase in affordability will continue. In fact, as median home prices begin to rise modestly in 2013, affordability will tend to move downward. More lenders are requiring larger down payment from homebuyers and more financial responsibility. First time homebuyers face stiff competition from investors in two ways. Investors chose investing in rental property 83% rather than “flipping”. Investors also benefit from quick access to capital when purchasing Real Estate Owned (REO) properties (lender-obtained by default/foreclosure) and short sale properties (including short sales that are somewhat less attractive than many REO properties). The housing stock that meets those criteria has reduced over the past three years from 60% to nearly 11% market share. However, as home prices increase in this up cycle, the housing market is financially healthier than in 2006. Per the 2012 Housing Market Survey produced by CAR, over 54% of homebuyers are purchasing with 20% or more down payment. CAR’s 2012 Housing Market Survey states that over 54% of homebuyers are purchasing with 20% or more down payment. The figures did not indicate how many received down payment assistance through private, state programs or local entities utilizing HOME funds. Less than 1.8% of the 2012 home sales utilized a second mortgage (compared to 43% in the 2006 peak), which may indicate a subsidy was used. Of those in 2012 with a second mortgage, less than 5% used a Zero Down Payment home purchase. This will mean that some low- or moderate-income households may not be able to utilize state revenue bonded down payment assistance programs. However, those households committed to a long-term financial plan with all of the

responsibilities of homeownership, and with stable job and income situations, will likely succeed. Future projects in various stages of development will begin to replace outgoing affordable units. These will benefit those who are qualified for those affordable units.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

Over the past 70 years, Oxnard has experienced continual growth. There are 21,236 units of rental housing and 28,314 owner-occupied housing units in the City of Oxnard, as defined by the 2005-2009 ACS data. The following data provides information on the City's housing stock. The greatest percentage (69%) of the residential properties is one-unit detached structures (49,550 units).

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	49,550	69%
1-unit, attached structure	5,237	7%
2-4 units	3,654	5%
5-19 units	5,754	8%
20 or more units	4,190	6%
Mobile Home, boat, RV, van, etc	2,973	4%
Total	71,358	100 %

Table 31 – Residential Properties by Unit Number

Data Source: 2005-2009 ACS Data

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	129	0%	624	3%
1 bedroom	370	1%	5,440	26%
2 bedrooms	4,031	14%	8,014	38%
3 or more bedrooms	23,784	84%	7,158	34%
Total	28,314	99 %	21,236	101 %

Table 32 – Unit Size by Tenure

Data Source: 2005-2009 ACS Data

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

As with all jurisdictions in the State of California, the City of Oxnard is assigned numbers of units in accordance with the Regional Housing Needs Allocation (RHNA). As required by state law, the Southern California Association of Governments (SCAG) has produced an RHNA which has ascertained Oxnard's need for 7,301 new housing units in the upcoming seven-year period from 2014 to 2021 as follows:

Number of Very low-income households: 1,688

Number of Low-income households: 1,160

Number of Moderate-income households: 1,351

Number of Above-moderate income households: 3,102

Total need of housing units: 7,301

As evidenced by the above, more than one-third of the anticipated need for new units is for low-income and very low-income households.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

The City does not anticipate any net loss of housing units at any time in the future. Oxnard has grown every year since 1943, and the very small number of housing units demolished in any year is far outweighed by the hundreds of new units constructed every year.

Does the availability of housing units meet the needs of the population?

There has been an on-going and consistent need for additional housing to meet the needs of the population of the City, particularly housing for low-income households. The Southern California Association of Governments, Regional Housing Needs Allocation (RHNA) study has calculated that over the next five years, there is a need for additional 1,688 and 1,160 housing units for low-income and very low-income households, respectively in the City.

Describe the need for specific types of housing:

In accordance with State Law, the City's Housing Element examines and analyzes the area's special housing needs. In Oxnard, the identified special needs populations include persons with disabilities, the elderly, and large families and single-parent families. Oxnard's history as an agricultural community, and the still-vibrant agribusiness sector, generate a need for farmworker housing.

U. S. Census Bureau data indicates that approximately 20.8% of City residents have a disability, and that disabled adults are much more likely to be unemployed than non-disabled adults (34% versus 7%). As a consequence, disabled individuals are disproportionately represented in the low-income and very low-income categories. Similarly, approximately 8% of the population is 65 years or older. Of this group, 23% rent and 77% own their residence. However, it is important to note that this rate of homeownership, while higher than that of the non-elderly population, is not necessarily an indicator of

prosperity. Just over half of the elderly homeowners (50.4%) fall into either a low-income or very low-income category.

The greatest numerical need for additional affordable housing production is income. As required by state law, the Southern California Association of Governments (SCAG) has produced a Regional Housing Needs Allocation (RHNA) which has ascertained Oxnard's need for 7,301 new housing units in the upcoming seven-year period from 2014 to 2021 as mentioned above.

Discussion

The continual challenge for the City of Oxnard will be to preserve and increase the supply of affordable housing for all the groups identified above during a period of highly constrained resources. As mentioned above, the City anticipates being able to produce 70 affordable units from new construction activities using CDBG and HOME funds. The sum of the planned efforts results outlined in this Consolidated Plan will mostly preserve the current total amount of affordable housing units with an increase of 70 units to the overall inventory. Multiple factors will influence the extent to which the RHNA goals are achieved. These factors include many market factors which are not in the control of the City, such as the cost of land; the cost of borrowing, Federal monetary policies, investor activity in purchasing single-family homes, the extent to which local demand for housing is affected by the economy of Mexico and the impact of any immigration reform legislation, the local job market and economy, and the general condition of the economy of California and the nation as a whole. Other factors over which state and local governments may have some impact on include cost of infrastructure improvements required for the development of land related to new unit production; impact fees, including school fees, transportation fees, parks, etc.; and construction requirements (e.g., seismic standards, Green building codes, accessibility standards, etc.). Meeting the RHNA need for an additional 1,688 low-income and 1,160 very low-income new housing units will require new construction by both private, non-subsidized developers and government-subsidized development, the latter using CDBG and HOME funds. The goals of the planned efforts outlined in this Consolidated Plan are to preserve the current total amount of affordable housing units, and to increase that supply to the greatest extent possible.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

The recent recession and economic downturn has had a strong impact on Oxnard housing market. The City rental market will remain solid in 2013 because it is placed second for the rental growth at 3% after the City of Ventura (4%). The rental market has generally been stable over the last several years due to owners who have lost their homes seeking rental units.

Cost of Housing

	Base Year: 2000	Most Recent Year: 2009	% Change
Median Home Value	183,200	504,800	176%
Median Contract Rent	729	1,108	52%

Table 33 – Cost of Housing

Data Source: 2000 Census (Base Year), 2005-2009 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	2,510	11.8%
\$500-999	6,310	29.7%
\$1,000-1,499	7,672	36.1%
\$1,500-1,999	3,632	17.1%
\$2,000 or more	1,112	5.2%
Total	21,236	100.0 %

Table 34 - Rent Paid

Data Source: 2005-2009 ACS Data

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	No Data	No Data
50% HAMFI	No Data	No Data
80% HAMFI	No Data	No Data
100% HAMFI	No Data	No Data
Total	0	0

Table 35 – Housing Affordability

Data Source Comments:

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	1,022	1,129	1,436	2,058	2,354
High HOME Rent	993	1,065	1,281	1,470	1,621
Low HOME Rent	778	834	1,001	1,157	1,291

Table 36 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

As indicated hereinabove, the Southern California Association of Governments (SCAG) has adopted a Regional Housing Needs Assessment. That RHNA concluded that over the upcoming seven-year period (from 2014 to 2021), a total of 7301 new housing units will be needed in Oxnard.

How is affordability of housing likely to change considering changes to home values and/or rents?

The Overall Housing Market Analysis (set forth in Section MA-05 of this report) discusses the recent past performance of the local housing market. It is challenging to project future changes in housing affordability. The recent past does, however, suggest that rapidly escalating home prices, and the trend of investors increasingly purchasing single-family homes for the purpose of renting out those homes, will place upward pressures on rents. A continuation of these trends will contribute to a tightening of the rental market and consequently to less housing affordability.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

The National Low Income Housing Coalition's recently-released report, entitled "Out of Reach," indicated that in the state of California, a renter household needs to work 3.3 full-time jobs at the minimum wage in order to afford the FMR rent for a two-bedroom apartment. The tight rental market in Ventura County, and the higher poverty rate in Oxnard compared to the County as a whole, accounts for even higher rents. Again, while future affordability is difficult to project, there are no indications that the rental market would change at any time in the foreseeable future to the extent that affordability would increase.

Discussion

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

The following tables reflect information from the 2005-2009 CHAS and the 2005-2009 American Community Survey.

Definitions

In these tables, the word “Condition” refers to one or more of the following housing problems, and are identical to the categories set forth in the Housing Needs Summary Table found at section NA-10:

Substandard Housing: Lacking complete plumbing or kitchen facilities

Severely Overcrowded: With >1.51 persons per room

Overcrowded: With 1.01 – 1.5 persons per room

Severe Housing Cost Burden: Household spends more than 50% of income on housing

Housing Cost Burden: Household spends between 30% and 50% of income on housing

Zero/Negative Income: Self-explanatory

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	12,756	45%	11,443	54%
With two selected Conditions	1,089	4%	2,671	13%
With three selected Conditions	31	0%	47	0%
With four selected Conditions	9	0%	0	0%
No selected Conditions	14,429	51%	7,075	33%
Total	28,314	100 %	21,236	100 %

Table 37 - Condition of Units

Data Source: 2005-2009 ACS Data

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	3,926	14%	1,773	8%
1980-1999	7,003	25%	2,840	13%
1950-1979	15,743	56%	14,395	68%

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Before 1950	1,642	6%	2,228	10%
Total	28,314	101 %	21,236	99 %

Table 38 – Year Unit Built

Data Source: 2005-2009 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	17,385	61%	16,623	78%
Housing Units build before 1980 with children present	9,450	33%	4,080	19%

Table 39 – Risk of Lead-Based Paint

Data Source: 2005-2009 ACS (Total Units) 2005-2009 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 40 - Vacant Units

Data Source: 2005-2009 CHAS

Need for Owner and Rental Rehabilitation

Our program has targeted homeowners of owner-occupied properties primarily for rehabilitation. Per the charts, which HUD populated with information from 2005-2009 ACS Data or the 2005-2009 CHAS in the Consolidated Plan; renters have the greater need for the rehabilitation of the apartments. While 67% of the surveyed participants renting responded with one or two selected conditions that need to be addressed with rehabilitation of the dwelling (approximately 14,228 rental housing units), only 49% of those owner-occupied homeowners responded with similar selections (approximately 13,874 single-family housing units), the greater need appears to be in the rental community. Within the rental statistics, approximately 5% are 2-4 unit single-family units or 1,062 rental units, might be eligible for the rehabilitation funds according to the City's loan policies.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

Of those respondents indicating their rental units need rehabilitation on one issue or two issues, 78% of participants who rent live in units built prior to 1979. The US Environmental Protection Agency banned the use of lead-based paint in residential construction, rehabilitation and or interior painting in 1978. Of those rental units, 25% run the highest risk of a lead-based paint hazard because they have children present. Projecting the same percentage for these 2-4 unit single-family units, there would still be 266 rental units possibly eligible for the City's program to target for marketing. It is unknown how many are also owner-occupied and eligible for the City's programs.

Only 62% of surveyed participants in owner-occupied homes live in units built prior to 1980. Of those, only 33% have children present, which represent approximately 9,344 units still having a potential risk of lead based paint hazard. There is a higher risk for those homes having or caring for children under the age of six, as they are most apt to put paint chips or dirt in the yard, which may contain lead, into their mouths.

Along with the work that owner-occupied units need, the Affordable Housing and Rehabilitation Program will endeavor to leverage additional funds from other programs to incorporate the energy efficiency component that showed as a priority for the community in the responses received from the community priority survey undertaken by Grants Management.

Discussion

High housing costs reduce economic opportunities, access to jobs and services, and the ability of LMI households, including the elderly and persons with disabilities to live in the communities and neighborhood of their choice. The affordability gaps may result in a concentration in older neighborhoods with higher levels of substandard housing and overcrowding.

The City has identified that Code Compliance continues to address substandard housing conditions via inspections, enforcement of City Ordinance and through educating the public, and to ensure the quality of existing housing units throughout the City. These efforts assist in maintaining a safe, acceptable and affordable housing supply, promote an atmosphere of decent housing and assure Oxnard residents that they live in habitable safe locations.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

Through its Housing Authority, the City of Oxnard manages 780 public housing units. Of the total number of the City's public housing units available, 150 are located in two high-rise buildings developed as senior housing. No new public housing is anticipated because the City of Oxnard has exhausted previously obtained development authority under Article XXXIV of the California Constitution for additional low rent public housing. The City has authority under its Section 8 Program to subsidize the rents for 1,700 very low-income households including 58 mobilehome spaces, and also has the ability to expand this authority, if necessary. While there are plans to modernize the City's public housing stock, the condition of the low rent public housing facilities is generally good.

The City dedicated 50 units and 100 units as restricted to elderly and/or handicapped occupancy at the two high-rise buildings namely Plaza Vista and Palm Vista, respectively. Two 4-bedroom units from Pleasant Valley site are rented to Ocean View School District for child care services.

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available			780	1,684		1,648	25	11	0
# of accessible units			57						
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 41 – Total Number of Units by Program Type

Alternate Data Source Name:

MA-25 Public and Assisted Housing

Data Source Comments: There are 29 FSS participants in Public housing and 14 FSS completions

	Public Housing	Veterans Affairs Supportive Housing	Family Unification Program	Tenant based
# of units vouchers available	780	25	11	1648
# of accessible units	57	N/A	N/A	
# of FSS participants	29	N/A	N/A	
# of FSS completions	14	N/A	N/A	

Table 42 - TOTAL NUMBER OF UNITS - PROGRAM TYPE

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

The City has a strong preventive maintenance program, which has kept the units in good condition. Early in 2000, the City's Housing Authority adopted a five-year plan for modernization of its public housing projects. The City anticipates spending over \$15 million to implement the plan. The following table provides a breakdown of unit size by name.

Public Housing Condition

Public Housing Development	Average Inspection Score
CA031000001 COLONIA VILLAGE 260 Units	26c
CA031000002 COLONIA VILLAGE 100 Units	87b
CA031000003 COLONIA ROAD 70 Units	93c
CA031000004 PLEASANT VALLEY 98 Units	93b
CA031000005 PLAZA VISTA 50 Units	68b
CA031000007 OXNARD TOWNHOMES 100 Units	89b
CA031000008 PALM VISTA 100 Units	92b

Table 43 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

The Strategy Statement contained in the Housing Authority's Capital Fund Program application takes into account legally mandated requirements, health and safety issues, general physical needs to prolong the life of the units, and it addresses the concerns of the residents. The improvements that will be addressed during the next five years will include but are not limited to roofing, roof fascia boards, radiator upgrades, bathroom renovations, flooring, plumbing, stoves and refrigerators, 504 compliance, green compliance, kitchen cabinets, parking and sidewalk improvements, and security systems.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The inventory of public housing units is anticipated to be decreased by demolition of 260 units of public housing at the Colonia Public Housing Project Site, designated as Project CAL-031-1 by HUD. These units are anticipated to be replaced by new tax-credit funded apartments, which will have Section 8 Program project based rental assistance vouchers assigned to them. This development project is anticipated to begin during FY 2013-2014.

Discussion:

Improving job opportunities for both public housing tenants and housing choice vouchers holders will not only allow families to move up and out of assisted housing but it will allow OHA to assist other needy families. In addition, it will expand the number of working families that will widen the mix of incomes in our public housing developments which enhances community stability and provides role models for our youth.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

There are few facilities in Oxnard that serve the homeless population with housing/shelter. The City's 2012 Point In Time Count of Homeless persons allowed us to track the activity at our known facilities, mainly those that are HUD funded and participate in the regional Homeless Management Information System (HMIS).

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	13	9	163	0	0
Households with Only Adults	17	48	13	8	0
Chronically Homeless Households	21	13	2	0	0
Veterans	0	3	0	7	0
Unaccompanied Youth	8	59	79	7	0

Table 44 - Facilities and Housing Targeted to Homeless Households

Data Source Comments: Bed counts taken from housing inventory worksheets and HMIS.

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

The mainstream services in the area are fully used to complement services targeted to homeless persons. Currently, Community Action of Ventura County houses a One-Stop program, funded under the Continuum of Care grant, for supportive services. Each Wednesday, the program features Homeless Health Care, public benefits, employment services (which are also offered throughout the week), and referrals to other services if needed. There is also a Veterans' services component to reach out to homeless veterans in the area. Additionally, the Ventura County Human Services Agency (VCHSA) has a street case-management team, also funded under the CoC grant, which follows homeless persons that are not quite ready to leave the streets. These complimentary services exist to provide some support to homeless persons.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

The City received federal funds for homeless activities from both the Continuum of Care Grant (CoC) and the Emergency Solutions Grant (ESG). However, the City does not provide any direct services to benefit homeless persons. These program funds are distributed annually to local providers to meet the needs of homeless persons. Also, there are some homeless service providers that do not receive any federal or state funding but provide valuable services to this population. The known providers in the area and the services are as follows: Community Action of Ventura County - homeless employment services, showers, mail pick up, phone/message center, laundry services, case management, mobile medical services (Wednesdays only), and connection to other public benefits thru its one stop; Ventura County Human Services Agency - street case management, eviction/rental assistance, transitional housing through the RAIN project; Kingdom Center - transitional housing and emergency shelter for homeless women and women with children; Ventura County Behavioral Health - permanent supportive housing; Project Understanding - transitional housing; Turning Point Foundation - permanent supportive and transitional housing; Khepera House - transitional housing for men in recovery; Society of St. Vincent de Paul - emergency shelter, rental assistance, supportive services; Many Mansions - permanent supportive housing for transition aged youth; Pacific Clinics - supportive services for transition aged youth; Catholic Charities - supportive services, food distribution; Food Share - food distribution; Rescue Mission - daily meals, homeless shelter for men, transitional housing for men; Lighthouse Mission for Women and Children - emergency shelter and transitional housing for homeless women and women with children; and Victory Outreach - emergency shelter.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

There are certain segments of the population with special needs that may have difficulties in finding community social service facilities as well as special supportive and housing services due to their special needs. The “special needs” groups include the elderly and frail elderly, persons with severe mental illness, persons with physical and/or developmental disabilities, persons with alcohol or other drug addiction, persons living with HIV/AIDS, and also farm-workers. Oxnard through public and private partnerships continues to strive to provide services and safe, decent and affordable housing.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

The elderly, including the frail elderly, need access to facilities or programs that ensure safe, decent, affordable housing. Many elderly are on a fixed-income which impacts their ability to retrofit housing as the need for better accessibility increases. Likewise, when the elderly are no longer able to care for themselves the need for in-home care or residential facilities for them becomes crucial. Health care and supportive services will gradually become a larger concern as the “Baby Boomers” reach retirement age.

The second special needs group, identified as persons with mental, physical, and developmental disabilities also need access to facilities or programs that ensure safe, decent, affordable housing. The impacts for this group are different than those of the elderly because children and young adults are also represented in this population. The length of time that they need supportive housing is generally much longer

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

HUD implemented changes to the definition of homelessness contained in the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act. The definition affects who is eligible for various HUD-funded homeless assistance programs. Individuals exiting an institution where they temporarily resided if they were in shelter or a place not meant for human habitation before entering the institution are now considered homeless. Specifically, people will now be considered homeless if they are exiting an institution where they resided for up to 90 days (it was previously 30 days), and were homeless immediately prior to entering that institution.

The program in place meant to ensure that persons returning from mental and physical health institutions receive appropriate supportive housing are Shelter-Plus-Care, HUD CoC funded transitional

and permanent supportive housing programs. However, because of the shortage of housing units and beds, these programs are sometimes operating at 100% level.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

With respect to housing needs, the Affordable Housing and Rehabilitation Division does not plan to target funding to any of the special needs population. The First-Time Homebuyer mortgage assistance program and the rehabilitation assistance program will be offered to all applicants on an equal basis. Any applicants who fall into the “special needs” groups defined herein (elderly and frail elderly, persons with severe mental illness, persons with physical and/or development disabilities, persons with alcohol or other drug addition, persons living with HIV/AIDS, and farm workers) will be offered assistance on an equal basis with all other applicants, and will be provided reasonable accommodations in order to enjoy the benefits of the programs on a non-discriminatory basis.

During the next fiscal year, the City plan to continue to fund the housing and supportive services with respect to non-homeless persons with special needs as follows:

- Families that are over the age of 62 and/or permanently disabled receive a preference for housing assistance.
- Additionally, families whose members require a live-in attendant, a care giver or special accommodations are addressed immediately.
- OHA has seven vouchers set aside to assist families that are afflicted by the Human Immunodeficiency Virus (HIV).
- OHA owns and operates two senior buildings, one with 100 units and one with 50 units that are designated for families that are over the age of 62 or permanently disabled. The families pay 30% of their gross income for rent. When and if families require in home support from an agency or a family member, the request is viewed as an accommodation and granted.
- The Oxnard Housing Authority does not have a length of stay requirement: as long as the family is eligible they may remain in assisted housing.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

Not applicable

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

Barriers or constraints to the affordability of housing exist in many forms. First and foremost, an economic barrier to affordable housing can result from a factor as simple as location. Ventura County is a coastal county, and land values are relatively high compared too much of the rest of the state. Set within Ventura County, the City of Oxnard is located on the Pacific Ocean, in an area with a desirable Mediterranean climate, close to the major cultural amenities of the Los Angeles area, but without many of the characteristics of a dense metropolis which are often deemed negative. This resulting high land cost, together with the relatively lower income levels of the City’s population compared to neighboring areas, combine to present the primary barrier to affordable housing: the disparity between the high cost of housing in an area and the economic resources to access that housing available to a large percentage of the local workforce.

State law employs the term “constraints” to describe forces or efforts to restrain actions that would otherwise occur. Environmental review, general planning, zoning, and related local land use regulations and development standards are all extensions of local government police powers to protect life and property, minimize nuisances, and achieve a desired quality of life as expressed through a participatory democratic process. Certain barriers to affordability, then, can be required by State Law (such as preparing and adopting a General Plan and conducting environmental review), adopted for safety or civil rights reasons (such as the imposition of seismic construction standards in quake-prone areas, or requiring compliance with accessibility or visibility design standards), or enacted to remedy or prevent a specific local issue (such as requiring landscaping to deter graffiti). The term “barrier” should not be interpreted in the context that local development standards and development review procedures are inhibiting the provision of quality affordable housing that would otherwise be developed.

The City strives to consistently implement all policies and procedures, to review local development standards and development review procedures in such a way as to ensure that such do not have unintended negative consequences, and to improve policies and procedures so as to increase the opportunities and feasibility of developing affordable housing, especially for special needs and very low- and low-income units). The City’s recent enactment of an ordinance codifying the reasonable accommodation provisions in the planning and development process exemplifies the effort to eliminate any such barriers.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

The City of Oxnard is still recovering from the recession, which resulted from the near-collapse of the U.S. banking system in 2008. Ventura County's unemployment rate topped out at 10.8% in 2010, dropping 8.6% in November 2012. In April 2013, the county's unemployment rate was at 6.9%. The decline in unemployment rate is a sign of a better future economy for Oxnard.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	8,225	1,174	10	3	-7
Arts, Entertainment, Accommodations	6,356	3,491	8	9	1
Construction	6,163	1,127	8	3	-5
Education and Health Care Services	12,309	8,344	15	22	7
Finance, Insurance, and Real Estate	4,325	1,904	5	5	0
Information	1,433	182	2	0	-2
Manufacturing	10,669	5,057	13	13	0
Other Services	4,464	1,725	5	4	-1
Professional, Scientific, Management Services	8,028	1,859	10	5	-5
Public Administration	4,459	2,269	5	6	1
Retail Trade	8,677	5,807	11	15	4
Transportation and Warehousing	3,479	990	4	3	-1
Wholesale Trade	3,236	4,483	4	12	8
Total	81,823	38,412	--	--	--

Table 45 - Business Activity

Data Source: 2005-2009 ACS (Workers), 2010 ESRI Business Analyst Package (Jobs)

Labor Force

Total Population in the Civilian Labor Force	88,281
Civilian Employed Population 16 years and over	81,823
Unemployment Rate	7.32
Unemployment Rate for Ages 16-24	14.41
Unemployment Rate for Ages 25-65	5.09

Table 46 - Labor Force

Data Source: 2005-2009 ACS Data

Occupations by Sector	Number of People
Management, business and financial	18,073
Farming, fisheries and forestry occupations	7,017
Service	14,093
Sales and office	19,573
Construction, extraction, maintenance and repair	9,028
Production, transportation and material moving	14,039

Table 47 – Occupations by Sector

Data Source: 2005-2009 ACS Data

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	53,254	68%
30-59 Minutes	19,361	25%
60 or More Minutes	5,642	7%
Total	78,257	100 %

Table 48 - Travel Time

Data Source: 2005-2009 ACS Data

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	21,624	2,260	8,450

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
High school graduate (includes equivalency)	13,706	861	4,582
Some college or Associate's degree	18,640	1,123	4,899
Bachelor's degree or higher	11,351	363	2,018

Table 49 - Educational Attainment by Employment Status

Data Source: 2005-2009 ACS Data

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	1,640	4,818	5,866	9,301	5,256
9th to 12th grade, no diploma	4,274	4,687	3,828	3,834	2,077
High school graduate, GED, or alternative	6,236	6,903	5,488	6,825	3,556
Some college, no degree	6,836	5,286	5,263	7,432	3,020
Associate's degree	1,106	2,327	1,644	3,117	867
Bachelor's degree	791	2,599	2,631	4,620	1,440
Graduate or professional degree	45	535	1,161	2,369	887

Table 50 - Educational Attainment by Age

Data Source: 2005-2009 ACS Data

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	18,595
High school graduate (includes equivalency)	27,298
Some college or Associate's degree	35,239
Bachelor's degree	46,958
Graduate or professional degree	64,840

Table 51 – Median Earnings in the Past 12 Months

Data Source: 2005-2009 ACS Data

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The table shows that Education and Health Care Services is the largest local employment sector at 22% of the total followed in order by Retail Trade at 15%; Manufacturing at 13%; Wholesale Trade at 12%;

and Art, Entertainment, Accommodations at 9%. The other sectors combined make up the balance of employment.

Describe the workforce and infrastructure needs of the business community:

Education and Health Care Services sector has the highest number of workers in Oxnard. Education is important to the society because businesses need skilled workers and the community needs educated citizens. An individual's future income is determined by the quantity and quality of schooling and thus, indicates the community's economic success (Table 48 Educational Attainment-Median Earning in the past 12 months for). With respect to the health care services, the number of elderly people, who need health care services more than other sub population, will continue to increase with the retirement of the "Baby Boomers". Oxnard residents overall attitude toward the physical well-being has been changed, but Oxnard has the lowest number of insured residents within the County, due to the population's composition. Oxnard's population is both younger and poorer. So, people are less likely to have government insurance (Medicare) and less able to buy their own. Therefore, Oxnard with a high rate of uninsured residents is likely to be less healthy and will have a long way to grow healthier. The issue is compounded by the childhood obesity and teen pregnancy which are very high among the Hispanics and Latinos. More than 60% of Oxnard population is composed of Hispanics or Latinos. Therefore, the needs for healthcare services are probable high. Thus, the table 15-Business Activity indicate that there are 8,344 jobs in Education and Health Care sector and 12,309 workers, who are either employed or looking for work in this sector. This means that 32% of the total workers is unemployed or not working in the field they were trained for, and also, have the education and skill.

Manufacturing and retail trade sectors provide 24% of the workers to Oxnard. However, even manufacturing has more workers (10,669 manufacturing workers versus 8,677 retail workers) but offer less number of jobs than the retail sector (5,057 manufacturing jobs versus 5,807 retail jobs). Traditionally, the highest-paid jobs are in manufacturing, unfortunately, this sector is small in Oxnard and getting smaller.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

In 2012 the City Council approved a major 400+ acre industrial/business park located at Sakioka tract for development in Oxnard. This will open the door for significant job growth over the next five to twenty years. The private developer is responsible for all infrastructure changes necessitated by the project, but the City may assist in marketing the project to appropriate companies and approving their plans quickly once they have committee to coming to Oxnard. Overall workforce development efforts in public school improvements will assist the general population in Oxnard to be more qualified to compete for the new jobs to be created by this business park.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The current workforce exhibits educational and skill levels which match well the current job opportunities in the city, which are in the manufacturing and retail sectors. The challenge will be for the future, if the city is to market to high-tech companies for relocation to Oxnard. The population's educational attainment level is significantly below the county as a whole, which does not make the Oxnard workforce on average a good match for the higher-skill-level jobs associated with high-tech and bio-tech employment. The long-term objective is to assist the high school degree holder to move on to further education at the college level, ideally resulting in college degree, which will then make the Oxnard workforce much more competitive.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

There are two noteworthy initiatives underway now which involve Oxnard businesses and students. The High School District has developed eight specialty academies within the high schools which offer direct technical training on skills needed within those sectors, e.g., agriculture, culinary, engineering and math. Those academies are being exposed now to local businesses, both for their financial support and to make the business owners aware of potential source of qualified employees at the time of high school graduation for these participants. Another initiative is supported by the Workforce Investment Board, which has created a Manufacturers Council to bring together company leaders and educators for direct discussion on the types of skills currently needed but lacking in the workforce. Some private companies are providing funds also, to support specific classes or training regimens in the community colleges to respond to those identified needs. These efforts will contribute to an increasing average skill level in the Oxnard workforce, making them better candidates for future jobs as described above.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

Oxnard is participating in the preparation of a Comprehensive Economic Development Strategy (CEDS) by the Oxnard Harbor District (OHD), a special district which encompasses the cities of Oxnard and Port Hueneme and which operates the local deep-water port for export and import activities. The OHD is in

the midst of a contract for the preparation of a CEDS, which is due to be ready for approval and implementation later in 2013. At the time of Consolidated Plan submittal, the CEDS is not yet in place.

Although not yet official, the CEDS will emphasize the value to local businesses of having export capability through the local port, and will offer to provide technical assistance to business owners through the local World Trade Center and Small Business Development Center. Also, the City is currently pursuing the approval of a State Enterprise Zone designation for the Oxnard/Port Hueneme area, which if approved would be an economic incentive for companies to locate or expand here, through the provision of State tax credits related to hiring qualified low/moderate-income workers and to the purchase of manufacturing equipment. Also, the City is supporting the regional effort to maintain a strong Navy presence at the local naval installations, the face of expected military budget reductions in the future, since Naval Base Ventura County is the largest single employer in the County, accounting for nearly 20,000 military and civilian jobs.

Discussion

Being the most populated city in the County of Ventura, Oxnard did not escape the impact of these declining economic activities. However, the job market is recovering slowly since 2010, because the City has a very low level of growth since the recession. Having the Naval Base as a neighbor and top employer of the County, Oxnard also benefits from the fact that the base suffered only minor job cuts over the last decade. With regards to agricultural job market, the labor has declined due to tougher border controls, the shrinkage of the crop-producing lands. Salaries in agriculture vary from about \$40,000 a year for managers and supervisors to \$20,000 for field workers. Because the majority of the agricultural employees are field workers, they are among the lower-paid people in the job market sector. However, over the next five year, the housing market should stabilize and may grow at a modest rate. Then, likewise unemployment should drop below double digit and continue to decrease over the next five year. In fact, the Ventura County's unemployment rate has already dropped to 6.9% in April 2013 (the jobless rate was 8.5% about a year ago), and may continue to decrease as the economy improves.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

The areas with the lowest incomes and highest concentrations of Hispanic households tend to be more affected by multiple housing programs. Data from the U. S. Census Bureau confirms that the Hispanic population of Oxnard generally has lower income levels than other sectors, and there is a correlation between income levels and the existence of multiple housing problems.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

According to the 2010 Census, 73.5% of Oxnard's population was Hispanic as of April of 2010, and Hispanics reside in every part of the City. There are certain neighborhoods where the Hispanic population is present in extremely high concentrations (85% or more), and these tend to correspond to those Census tracts which are lower-income (particularly South Oxnard, and the northern part of the City east of Oxnard Boulevard between Fifth Street and Gonzales Road). In Oxnard, these neighborhoods are encompassed in the following Census Tracts: 3100; 3201; 3202; 3500; 3700; 3800; 3900; 4000; 4101; 4102; 4501; 4503; 4504; 4701; 4702; 4703; 4704; 4705; 4706; 4900; and 5002.

What are the characteristics of the market in these areas/neighborhoods?

The market characteristics in these neighborhoods are in many ways similar to the market characteristics of the City as a whole. This has been particularly true since the beginning of the recession in 2007-2008. In the past year, especially, the sharp increase in home values has been reflected throughout the City. While rising home values are good news for those who are already homeowners, it often makes housing more expensive for renters and, of course, for those seeking to attain homeownership. Recent data from the California Association of Realtors indicates that more investors are purchasing properties (as opposed to purchasers who intend to reside in the property). Increasing home values will tend place upward pressure on rents.

Are there any community assets in these areas/neighborhoods?

All neighborhoods and areas of the City enjoy the presence of community assets, such as parks, schools, retail and commercial facilities, etc. The City has consistently striven to allocate community assets equitably to all geographic regions in the City.

Are there other strategic opportunities in any of these areas?

Strategic opportunities arise in individual areas as a function of local circumstances.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The City of Oxnard has adopted and approved a five-year Consolidated Plan for the fiscal year 2013-2018, covering July 1, 2013 through June 2018. The preparation of the Consolidated Plan is guided by the following goals:

- Develop, preserve, and finance a continuum of decent and affordable housing opportunities.
- Revitalize low- and moderate-income neighborhoods to create healthy and sustainable communities through infrastructure and public facility improvements.
- Promote equal housing opportunities.
- Support efforts to develop/complete the Continuum of Care System for the homeless through the provision of emergency shelters, transitional housing, prevention and rapid re-housing, supportive housing services, and permanent housing.
- Provide community and supportive services for low- and moderate-income persons and those with special needs, including the homeless and persons with disability.
- Promote economic development opportunities
- Implement effective and efficient management practices to enhance customer service and project delivery.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 52 - Geographic Priority Areas

1	Area Name:	Low-Mod Areas census tract neighborhoods
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	A census tract map was attached to the plan to determine the neighborhoods with census percentage of 51% or more of LMI residents (Appendix H).
	Include specific housing and commercial characteristics of this target area.	As referred in the Needs Assessment and Market Analysis sections, the target area are populated with non-English speaking residents, mostly Spanish residents, and aged housing units which need a lot of rehabilitation work.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	The target area was identified by mapping the low- and moderate-income areas using the 2000 census data. Additional tool to identify the target area is the use of the City's various master plans.
	Identify the needs in this target area.	The needs identified for this target area are: rehabilitation of public facilities and public improvements.
	What are the opportunities for improvement in this target area?	The opportunities for improvement are: parks rehabilitation, public facilities construction and rehabilitation (Campus Park Gymnasium), public improvements (parking lots, alleys and street reconstruction), and construction and/or acquisition of housing units.
	Are there barriers to improvement in this target area?	The main barrier is the lack of financial resources.
	Area Name:	City-wide

2	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Housing
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	City-wide
	Include specific housing and commercial characteristics of this target area.	N/A
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	More than 50% of the population of Oxnard is Hispanic ethnicity and most of them are employed in the agricultural sector and qualified as lower-income population.
	Identify the needs in this target area.	The needs are great and vary from rental housing to essential needs, including educational, child care, transportation, and health care services.
	What are the opportunities for improvement in this target area?	The opportunities for improvement in this target area are: public services and housing units projects.
	Are there barriers to improvement in this target area?	The main barrier is the lack of financial resources.

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

With the dissolution of Redevelopment in California and reduction of funds at the Federal level, the ability to leverage funds has greatly diminished. It has become critically important to develop strategies to focus these limited funds in areas of greatest need. ESG, HOME and CDBG (in general) funds are distributed on an income eligibility basis, whether it is presumed or verified income throughout the City while CBDG investments such as public facilities and public improvements are made in low- to moderate income census tracts, known as low-mod areas (LMA) neighborhoods. In order to develop and deliver efficient and cost effective projects, allocation priorities are given to "ready to go" projects, in order to comply with the CDBG timeliness expenditure test.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 53 – Priority Needs Summary

1	Priority Need Name	Housing
	Priority Level	High
	Population	Extremely Low Low
	Geographic Areas Affected	City-wide
	Associated Goals	Code Enforcement Effort Help Achieve Homeownership Help Achieve Housing Preservation New Affordable Rental Housing Units Planning and Administration
	Description	Based on the needs assessment identified by the City, additional affordable rental housing units are needs for LMI renters. Older rental housing units as well as the owner-occupied housing units will also benefit from rehabilitation activities in order to preserve the housing stock and to reduce the number of substandard housing units. The City has also identified that the First-Time Homebuyer program will benefit the LMI renters by providing an opportunity to improve their economic and housing conditions as well as to increase the number of minority homeowners. Code Enforcement costs (salaries and benefits of Code Compliance officers) will be incurred for inspections for code violations for both residential and commercial structures and the enforcement takes place in the LMA areas.
	Basis for Relative Priority	Affordable Housing Division, with various housing programs, will provide the opportunity to reduce the lack of housing condition by using the leverage of CHDO development, improve the economic opportunities of the residents through the First-Time Homebuyer program and provide better living conditions through the Owner-Occupied Housing Units Rehabilitation.
2	Priority Need Name	Homeless
	Priority Level	High

	Population	Extremely Low Families with Children Chronic Homelessness Individuals Families with Children Mentally Ill veterans Victims of Domestic Violence
	Geographic Areas Affected	City-wide
	Associated Goals	Planning and Administration Public Services Reduce homelessness
	Description	Provide supportive housing and services for homeless persons and families: Assist homeless persons and families with emergency shelter, or moving from emergency shelter to housing. Over the next 5 years, the shelter service providers will 1000 persons with shelter services. Service providers will also assist 238 families with housing options.
	Basis for Relative Priority	The City with its partners as services providers have identified gaps in the services available to homeless persons and families. These services include emergency housing, transitional and permanent housing, supportive services and case management to assist homeless people to become self-sufficient and ultimately permanently housed.
3	Priority Need Name	Homeless Prevention/Rapid Re-Housing
	Priority Level	High
	Population	Individuals Families with Children
	Geographic Areas Affected	City-wide
	Associated Goals	Planning and Administration Public Services
	Description	Provide homeless prevention and rapid re-housing services to at-risk of becoming homeless persons and families. With the use of ESG and CoC funds, service providers expect to place 290 homeless persons/households into housing via prevention and rapid re-housing programs.

	Basis for Relative Priority	The City will continue to identify and pursue available resources to assist at-risk of becoming homeless households achieving self-sufficiency. The City will encourage and promote collaborative efforts with non-profits organizations, faith-based organizations, County of Ventura and other cities within Ventura County in developing strategies and in applications for funds.
4	Priority Need Name	Housing and Supportive Services
	Priority Level	High
	Population	Extremely Low Low Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities
	Geographic Areas Affected	City-wide
	Associated Goals	Code Enforcement Effort Help Achieve Homeownership Planning and Administration Public Services Provide Housing Services

	Description	Provide housing and supportive services to special needs population (elderly, disabled, persons and with mental problems, persons with AIDS/HIV) and youth at risk. The Oxnard Housing Authority designates developments or buildings for particular resident groups i.e., elderly and persons with disabilities. Currently the OHA has two buildings designated as senior/disabled housing. Palm Vista (100 units) and Plaza Vista (50 units). The Oxnard housing Authority currently has a set aside of seven (7) Section 8 Vouchers designated for families with AIDS/HIV). Recreation and Community Services provide low impact aerobics to participants 55 years old and over as well as indoor hockey, basketball and soccer for the disabled and a mentorship program for youth at risk through the Youth Development Program.
	Basis for Relative Priority	The City provides a variety of public and supportive services including but not limited to seniors, youth and veterans through the Rain Child Care Program, Oxnard public housing projects, After School Programs, PAL activities, Colonia Boxing and Colonia Gymnasium
5	Priority Need Name	Job Development
	Priority Level	Low
	Population	Extremely Low Low
	Geographic Areas Affected	City-wide
	Associated Goals	Economic Development Planning and Administration Public Services
	Description	Provide job development and job locators for the homeless persons. Service providers aim to create and/or place 310 homeless persons in positions of employment over the next 5 years.
	Basis for Relative Priority	Job development will create better economic opportunities to residents, thus will enhance the stabilization of their living environment and improve the accessibility of better housing conditions.
6	Priority Need Name	Public Facilities
	Priority Level	High

	Population	Low Moderate
	Geographic Areas Affected	Low-Mod Areas census tract neighborhoods
	Associated Goals	Infrastructure and Public Facilities Planning and Administration Public Services
	Description	Enhance suitable livign environment through new and improved public facilities.
	Basis for Relative Priority	Oxnard public facilities need improvements to be updated to ADA requirements as well as for safety reasons.
7	Priority Need Name	Public Improvements
	Priority Level	High
	Population	Low
	Geographic Areas Affected	Low-Mod Areas census tract neighborhoods
	Associated Goals	Infrastructure and Public Facilities Planning and Administration
	Description	The City intends to improve the City's infrastructure, including streets and alleys, public parking lots, flood control system and sewage sytem. Currently, the Santa Clara River does not meet flood control conditions of the Federal Emergency Management Agency. Oxnard communities located in the deficient flood zone barriers along the Santa Clara River would face buying flood insurance and reduce property value unless the levee is upgraded to federal standards. In addition, Public Work Department has identified the neighborhoods that qualified for CDBG funding and need street reconstruction include, but not limited to as follows: Sierra Linda, College Estates, Pleasant Valley Estates, La Colonia, Five Points Northeast and Fremont North.
	Basis for Relative Priority	The City has identified LMI areas within the City that require assistance to remove blight and provide opportunities for residents to maintain their health ans safety. Provide funding to Public Works Department to reconstruct several residential LMA neighborhood alleys, public parking lots and driveways and to improve or reconstruct the flood control levee in the next five years.

Narrative (Optional)

The following needs are identified and will be addressed by the goals outlined in SP 45:

Housing Needs

- Lack of rental affordable housing units for extremely and very low income households
- Housing Cost Burden for extremely and very low income people
- Housing Problems - The four housing problems identified by HUD are:

Homeless Needs

- Supportive Services: essential services, case management, health care and mental care services
- Housing Services: Transitional Housing, Permanent Supportive Housing, Rapid Re-Housing and Shelter Services (for single fathers, single mothers, In-tact families and transition aged youth)
- Job Placement and Training

Non-Homeless Special Needs

- Housing and supportive services for the elderly and frail elderly persons
- Housing and supportive services for mentally ill persons
- Housing and supportive services for substance abused persons
- Housing and supportive services for disabled persons

Non-Housing Community Development

- Supportive services for transitional age youth
- Recreational services for at-risk youth
- Job training and placement for at-risk youth
- Homeless prevention and rapid re-housing services to at-risk of becoming homeless persons
- Public Facilities and improvements

Non-Housing Community Development

- Supportive services for transitional age youth
- Recreational services for at-risk youth
- Job training and placement for at-risk youth
- Homeless prevention and rapid re-housing services to at-risk of becoming homeless persons
- Public Facilities and improvements

The priority needs have been established as solutions to the needs identified and determined through the citizen participation process, previous consultations and discussions with various organizations and

staff. Some of the priorities are reinforced by census data provided by HUD as well as comments from the public and the Community Survey results.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	HOME grant does not have a TBRA activity. However, OHA section 8 program is very similar to the TBRA activity. The market characteristic that will influence the use of funds is: an increase in fair market rent will cause a decrease in the number of assisted families due to limited Housing Assistance Payments (HAP) funds.
TBRA for Non-Homeless Special Needs	Same as above.
New Unit Production	Cost of land; cost of infrastructure improvements required for development of land related to New Unit Production; impact fees, including school fees, transportation fees, parks, etc.; and construction requirements (e.g., seismic standards, Green building codes, accessibility standards, etc.); and general economic conditions, including income and employment levels and market interest rates. HOME program can be used based on costs and resources, targeting different level of income and various locations citywide.
Rehabilitation	General economic conditions, including income and employment levels as factors which affect whether homeowners repair their homes or move; and market interest rates. CDBG and HOME funds can be used.
Acquisition, including preservation	CDBG and HOME funds can be used as gap financing based on costs and resources, targeting different income levels within the community.

Table 54 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction (original 2013-2017-Oxnard Consolidated Plan)

The City anticipates that over the course of the Strategic Plan CDBG, HOME, and ESG grants will be available for use in the jurisdiction. Along with these federal entitlements, the jurisdictions may elect to utilize Section 108, Low-Income Housing Tax Credits and the State of California's housing programs to support housing development, such as BEGIN and CalHome. Due to recent legislative changes in California, the 80 percent redevelopment tax increment funding will no longer be available for development or matching funds. The local Housing Trust Fund monies have been depleted as commercial development which generates these funds has stalled in recent years, but it is possible over a five-year period for commercial development to increase thereby generating growth in the trust funds to use for projects or matches.

Other resources that may be used include funds provided under other HUD programs, grants from the Department of Commerce, the Economic Development Administration, the Federal Emergency Management Agency, federal, state and local energy efficiency programs, federal tax credits and mortgage credit certificates, County and City General Fund as well as program income. One of the main obstacles to meeting community needs is inadequate resources for programs that could address these needs. Funding within California and federal and private funding sources for housing and community development programs is and will remain limited for the foreseeable future due to the current economic situation.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,185,785	20,000	470,583	2,676,368	7,523,632	The City 2013 allocation's from HUD for CDBG grant is \$2,185,785. The estimated program income is \$20,000 and the re-programmed amount of funds from prior year completed projects is \$470,583.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	646,077	50,000	25,000	721,077	2,528,923	The City 2013 allocation's from HUD for HOME grant is \$646,077. The estimated program income is \$50,000 and the re-programmed amount of funds from prior year completed/cancelled projects is \$25,000.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	150,512	0	0	150,512	749,488	The City 2013 allocation's from HUD for ESG grant is \$150,512.

Table 55 - Anticipated Resources

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

All sources and types of matching funds are more limited now due to the current economic climate, along with the demise of California redevelopment tax-increment funds and housing set-aside funds, and draw-down of local housing trust funds. However, as in the past, the jurisdictions will be as creative as possible to find other sources of funding from state, federal, private developer, state tax-credit, California Infrastructure and Economic Development Bank loans, revenue bonding or local funding, such as the housing trust funds in order to develop and deliver efficient and cost effective projects.

1. Affordable Housing:

The Affordable Housing and Rehabilitation Division utilizes various funding sources to leverage the federal funds received for our First-Time Homebuyer and Rehabilitation programs. Specifically, our programs utilize required investment from homebuyers and homeowners, along with funding from the BEGIN program and the CalHome program. Combined, these meet and exceed the 25% match requirement of the HOME program.

For FY 2013-2014, a total of \$1,263,235 of BEGIN funding is anticipated for first-time homebuyers, along with \$600,000 of HOME and CDBG program funding. An additional \$1,000,000 from State Cal-HOME grant for Acquisition/Rehabilitation has been received, and it is anticipated that those funds will be expended over the next two fiscal years (FY 2013-2014 and 2014-2015). The Rehabilitation programs will receive \$236,369 and \$300,000 from HOME and CDBG grant programs respectively for fiscal year 2013-2014.

2. Homeless Services:

Federal funds will leverage additional resources by allowing more people to receive eviction prevention and homeless services assistance. The City's ESG program leverages with the County of Ventura designated Homeless Prevention and Rapid Re Housing set aside by the Board of Supervisors. The established amount was \$750,000 for two years. Additionally, the Society of St. Vincent de Paul operates the Emergency Winter Warming Shelter in which the leverage from federal funds is an additional \$450,000 in shelter services. Other said funds for the operation of the Shelter come from the Cities of Camarillo, Ventura, Port Hueneme, Ventura County, FEMA and privately raised funds of Society of St. Vincent de Paul. The other two shelter programs, which are operated by Kingdom Center and Turning Point Foundation, also leverage privately raised funds for the operation of their respective programs. Between these two programs, the City receives \$135,500 and \$157,000 in leveraging respectively.

The Continuum of Care (CoC) grant provides funding for transitional and permanent supportive housing, supportive services, case management and Shelter Plus Care services for homeless and at-risk of becoming homeless persons. Under the City's CoC umbrella there are nine separate programs, including the Homeless Management Information System (HMIS), which is the HUD-mandated database for funded homeless service providers. Programs are not required to demonstrate all leveraging sources and amounts, but must provide either a 20-25% match of the federal grant. The projects funded under the CoC grant are as follows: Khepera House (Transitional Housing), RAIN (Transitional Housing), Kingdom Center (Transitional Housing), Wooley House (Transitional Housing), Wooley House (Permanent Supportive Housing), Ventura County Behavioral Health (Shelter Plus Care), Project Understanding (Transitional Housing), Many Mansions D Street Project (Permanent Supportive Housing),

Community Action of Ventura County (Supportive Services), Oxnard Homeless Outreach Project (Case Management - Homeless Outreach), and the HMIS. In total these projects receive \$763,546 and these funds are matched with other local, state and privately raised funds in the amount of \$152,709.

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

The City has acquired title to a parcel of land located at First and Hayes. The land will be proposed to the City's certified CHDOs, through a competitive process, for the development of a new affordable housing development.

Discussion

Locally, state-wide and nationally, the traditional funding sources for housing and community development work will be in very limited supply for the foreseeable future. As the nation and the State of California move out of the effects of the recession and begin to experience economic growth and easing of national, state and local budget constraints jurisdiction may begin to see greater availability of housing funds to support local affordable housing construction and rehabilitation. This process will most likely take several years to occur. In the meantime, the City of Oxnard, as always, will continue to look for available public and private resources and creative ways to fund affordable housing.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
OXNARD	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning neighborhood improvements public facilities public services	Jurisdiction
Oxnard Housing Authority	PHA	Public Housing Rental	Jurisdiction
CABRILLO ECONOMIC DEVELOPMENT	CHDO	Ownership Rental	Jurisdiction
Khepera House	Subrecipient	Homelessness	Jurisdiction
Community Action of Ventura County	Subrecipient	Homelessness	Jurisdiction
Kingdom Center	Subrecipient		Jurisdiction
Turning Point Foundation		Homelessness	Jurisdiction
SOCIETY OF ST. VINCENT DE PAUL, COUNCIL OF LOS ANGELES, INC.	Subrecipient	Homelessness	Jurisdiction
MANY MANSIONS, A CALIFORNIA NONPROFIT CORPORATION	CHDO	Ownership Rental	Jurisdiction
Labor Compliance Providers	Contractor	neighborhood improvements public facilities	Jurisdiction

Table 56 - Institutional Delivery Structure
Assess of Strengths and Gaps in the Institutional Delivery System

The City Manager continues to coordinate City programs with the various departments through weekly Executive Board and Economic Development Committee meetings. There are also weekly or bi-weekly meetings with individual department directors as a further way of managing City operations.

The Housing Department is making better utilization of its management staff by developing special teams combining staff from the Housing Authority Director's Office, Fair Housing, Affordable Housing, Grants Management divisions to implement special housing projects. The City Housing Department's efforts are to ensure decent, safe, attractive, sanitary and well-maintained housing for eligible ELLI individuals and families. The OHA is a part of the Housing Department of the City. The City's five council members also serve as Housing Authority Commission (HAC) members with the addition of two tenant commissioners for a total of seven HAC members. Non-profit housing development corporations, such as Cabrillo Economic Development Corporation, and Many Mansions, have played key roles in the development of affordable housing by leveraging limited City resources.

For any construction related projects, the City works closely with business partner, Labor Compliance Providers, Inc, to provide contract administration services including monitoring of the Davis Bacon Labor Law, as well as, adherence to the federal procurement requirements.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	X
Mortgage Assistance	X		
Rental Assistance	X	X	X
Utilities Assistance	X	X	X
Street Outreach Services			
Law Enforcement	X		
Mobile Clinics	X	X	X
Other Street Outreach Services		X	X
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X		
Education	X	X	X
Employment and Employment Training	X	X	X
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	

Mental Health Counseling	X	X	
Transportation	X		
Other			

Table 57 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

With the implementation of HEARTH legislation there is the expectation that the HUD-funded (CoC) program dollars will focus on meeting critical housing needs. Although some HUD dollars may be reinvested in the system to support services, there is the expectation that other mainstream resources will be incentivized through investment and managing care to provide service to special needs populations (persons with HIV/AIDS, the elderly and persons with disabilities). In line with managing service costs, there will be a focus on prevention, as research indicates that it is such approaches that are less expensive and highly effective when done properly. There will also be an increased focus on employment so the individuals and families can offset service costs and needs through increased income.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

While the strength of the service delivery system is the service providers, the gaps in the system deal with the lack of effective and efficient service providers and the lack of affordable housing for homeless persons. The region does not have enough providers to provide adequate attention to the special needs population. Coupled with the high cost of housing in the area, and the gap in services only widens each year.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The strategy for overcoming gaps in the institutional structure and service delivery system is to continue to strengthen the existing services providers and expand their individual coverage areas, and to also work closely with the non-profit and faith-based housing providers to construct appropriate and affordable housing for those persons with priority needs.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information-Original

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Help Achieve Homeownership	2013	2017	Affordable Housing	City-wide	Housing Housing and Supportive Services	CDBG: \$1,000,000 HOME: \$1,000,000	Direct Financial Assistance to Homebuyers: 90 Households Assisted
2	New Affordable Rental Housing Units	2013	2017	Affordable Housing	Low-Mod Areas census tract neighborhoods	Housing	HOME: \$925,000	Rental units constructed: 16 Household Housing Unit
3	Provide Housing Services	2013	2017	Affordable Housing	City-wide	Housing and Supportive Services	CDBG: \$1,000,000	Rental units constructed: 16 Household Housing Unit Homeowner Housing Rehabilitated: 45 Household Housing Unit Direct Financial Assistance to Homebuyers: 90 Households Assisted
4	Help Achieve Housing Preservation	2013	2017	Affordable Housing	City-wide	Housing	CDBG: \$1,200,000 HOME: \$1,000,000	Homeowner Housing Rehabilitated: 45 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Infrastructure and Public Facilities	2013	2017	Non-Housing Community Development	Low-Mod Areas census tract neighborhoods	Public Facilities Public Improvements	CDBG: \$2,500,000 HOME: \$0 ESG: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 100000 Persons Assisted
6	Public Services	2013	2017	Homeless Non-Homeless Special Needs	City-wide	Homeless Homeless Prevention/Rapid Re-Housing Housing and Supportive Services Job Development Public Facilities	CDBG: \$1,500,000	Public service activities other than Low/Moderate Income Housing Benefit: 400000 Persons Assisted Jobs created/retained: 50 Jobs
7	Reduce homelessness	2013	2017	Homeless	City-wide	Homeless	ESG: \$832,500	Homeless Person Overnight Shelter: 3000 Persons Assisted Homelessness Prevention: 250 Persons Assisted
8	Code Enforcement Effort	2013	2017	code enforcement	Low-Mod Areas census tract neighborhoods	Housing Housing and Supportive Services	CDBG: \$1,000,000	Housing Code Enforcement/Foreclosed Property Care: 10000 Household Housing Unit Other: 850 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
9	Economic Development	2013	2017		City-wide	Job Development		
10	Planning and Administration	2013	2017	Planing and administrative costs	City-wide	Homeless Homeless Prevention/Rapid Re-Housing Housing Housing and Supportive Services Job Development Public Facilities Public Improvements	CDBG: \$2,000,000 HOME: \$325,000 ESG: \$67,500	Other: 0 Other

Table 58 – Goals Summary

Goals Summary Information-Plan Years 2018 & 2019

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Help Achieve Homeownership	2018	2019	Affordable Housing	City-wide	Housing Housing and Supportive Services	CDBG: \$1,000,000 HOME: \$1,000,000	Direct Financial Assistance to Homebuyers: 90 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	New Affordable Rental Housing Units	2013	2017	Affordable Housing	Low-Mod Areas census tract neighborhoods	Housing	HOME: \$925,000	Rental units constructed: 16 Household Housing Unit
3	Provide Housing Services	2013	2017	Affordable Housing	City-wide	Housing and Supportive Services	CDBG: \$1,000,000	Rental units constructed: 16 Household Housing Unit Homeowner Housing Rehabilitated: 45 Household Housing Unit Direct Financial Assistance to Homebuyers: 90 Households Assisted
4	Help Achieve Housing Preservation	2013	2017	Affordable Housing	City-wide	Housing	CDBG: \$1,200,000 HOME: \$1,000,000	Homeowner Housing Rehabilitated: 45 Household Housing Unit
5	Infrastructure and Public Facilities	2013	2017	Non-Housing Community Development	Low-Mod Areas census tract neighborhoods	Public Facilities Public Improvements	CDBG: \$2,500,000 HOME: \$0 ESG: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 100000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Public Services	2013	2017	Homeless Non-Homeless Special Needs	City-wide	Homeless Homeless Prevention/Rapid Re-Housing Housing and Supportive Services Job Development Public Facilities	CDBG: \$1,500,000	Public service activities other than Low/Moderate Income Housing Benefit: 400000 Persons Assisted Jobs created/retained: 50 Jobs
7	Reduce homelessness	2013	2017	Homeless	City-wide	Homeless	ESG: \$832,500	Homeless Person Overnight Shelter: 3000 Persons Assisted Homelessness Prevention: 250 Persons Assisted
8	Code Enforcement Effort	2013	2017	code enforcement	Low-Mod Areas census tract neighborhoods	Housing Housing and Supportive Services	CDBG: \$1,000,000	Housing Code Enforcement/Foreclosed Property Care: 10000 Household Housing Unit Other: 850 Other
9	Economic Development	2013	2017		City-wide	Job Development		

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
10	Planning and Administration	2013	2017	Planning and administrative costs	City-wide	Homeless Homeless Prevention/Rapid Re-Housing Housing Housing and Supportive Services Job Development Public Facilities Public Improvements	CDBG: \$2,000,000 HOME: \$325,000 ESG: \$67,500	Other: 0 Other

Table 59 – Goals Summary

Goal Descriptions

1	Goal Name	Help Achieve Homeownership
	Goal Description	Provide assistance to 90 first-time homebuyers. Downpayment assistance will be offered to all applicants on an equal basis, including any special needs populations, and reasonable accommodations provided to ensure equal and non-discriminatory program access.

2	Goal Name	New Affordable Rental Housing Units
	Goal Description	Work with the City Community Development Department and CHDOs to facilitate the production of new affordable rental housing units, to help the City meet its Regional Housing Needs Assessment goals as assigned by the state, to the extent permitted by funding (including 64 low-income units at Terraza de las Cortes and another 264 units in the Las Cortes development. Any rental units constructed will be offered to all applicants on an equal basis, including any special needs populations and reasonable accommodations will be provided to ensure equal and non-discriminatory program access.
3	Goal Name	Provide Housing Services
	Goal Description	Provide Housing Department staff to assist households seeking assistance with First Time Homebuyer or rehabilitation loans to acquire or improve owner occupied units to help the City meet Regional Housing Needs Assessment goals as assigned by the State and to help home owners to maintain safe and sanitary housing units.
4	Goal Name	Help Achieve Housing Preservation
	Goal Description	Rehabilitate 45 single-family units. Rehabilitation assistance will be offered to all applicants on an equal basis, including any special needs populations, and reasonable accommodations will be provided to ensure equal and non-discriminatory program access.
5	Goal Name	Infrastructure and Public Facilities
	Goal Description	Reconstruct alleys and parking lots within the LMA census tracts. Rehabilitate parks in the master plan which are eligible for CDBG funds.
6	Goal Name	Public Services
	Goal Description	CDBG funds are used to provide public services (including labor, supplies, materials and other costs) including but not limited to: child care, health care, job training, recreation programs, education programs, public safety services, fair housing activities, services for senior citizens, services for homeless persons...

7	Goal Name	Reduce homelessness
	Goal Description	The City will support non-profit agencies that provide assisted housing, services and shelter to homeless persons and families or those at-risk of becoming homeless.
8	Goal Name	Code Enforcement Effort
	Goal Description	Code Compliance Division addresses substandard housing conditions via inspections, enforcement of City ordinances and through educating the public to ensure the quality of existing housing units throughout the City.
9	Goal Name	Economic Development
	Goal Description	Economic Development Goal will address the typical CDBG funded economic development activities such as Microenterprise Assistance Activities, Job readiness, skills training and job replacement program. The focus is on the business owners.
10	Goal Name	Planning and Administration
	Goal Description	Planning and administration activities consist of homeless administration, grants management administration, affordable housing administration, and fair housing administration.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The following are estimated number of families per income category to whom the City will assist in providing affordable housing in the next five years.

- (1) Extremely low-income families: 31
- (2) Low-income families: 100
- (3) Moderate-income families: 20

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

At present time, there is not a need to increase the number of accessible units.

Activities to Increase Resident Involvements

The OHA promotes and operates the Family Self-Sufficiency Program (FSS) for Public Housing residents and Housing Choice Voucher Participants.

The OHA and its local partners provide the following services as part of the FSS Program:

- Computer literacy instruction including a computer lab on-site;
- Community college courses;
- Drug and alcohol treatment and counseling;
- Education and training, including education toward completion of high school, scholarships, tuition-free courses, and course materials;
- Family counseling;
- ESL classes;
- Job search assistance and work readiness training;
- Youth development and after school programs for youth;
- Money management and financial literacy counseling and training;
- Government and community services;
- Personal and professional appearance guidance and training;
- Rental and homeownership opportunity counseling in private sector;
- Special education, including business and trade schools, and training for the handicapped;
- Homeownership training and counseling;
- Child care, during training and employment hours;
- Health services, including medical, mental health, dental, and health care counseling;
- Nutrition programs and food assistance;
- Self-esteem or self-improvement counseling or seminars;
- Transportation, including automobile, insurance, or public-transportation subsidies and car repair or maintenance services;
- Legal services
- Vocational training and placement ; and
- Parent training.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the 'troubled' designation

N/A

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

Barriers or constraints to the affordability of housing exist in many forms. First and foremost, an economic barrier to affordable housing can result from a factor as simple as location. Ventura County is a coastal county, and land values are relatively high compared too much of the rest of the state. Set within Ventura County, the City of Oxnard is located on the Pacific Ocean, in an area with a desirable Mediterranean climate, close to the major cultural amenities of the Los Angeles area, but without many of the characteristics of a dense metropolis which are often deemed negative. This resulting high land cost, together with the relatively lower income levels of the City's population compared to neighboring areas, combine to present the primary barrier to affordable housing: the disparity between the high cost of housing in an area and the economic resources to access that housing available to a large percentage of the local workforce.

State law employs the term "constraints" to describe forces or efforts to restrain actions that would otherwise occur. Environmental review, general planning, zoning, and related local land use regulations and development standards are all extensions of local government police powers to protect life and property, minimize nuisances, and achieve a desired quality of life as expressed through a participatory democratic process. Certain barriers to affordability, then, can be required by State Law (such as preparing and adopting a General Plan and conducting environmental review), adopted for safety or civil rights reasons (such as the imposition of seismic construction standards in quake-prone areas, or requiring compliance with accessibility or visibility design standards), or enacted to remedy or prevent a specific local issue (such as requiring landscaping to deter graffiti). The term "barrier" should not be interpreted in the context that local development standards and development review procedures are inhibiting the provision of quality affordable housing that would otherwise be developed.

The City strives to consistently implement all policies and procedures, to review local development standards and development review procedures in such a way as to ensure that such do not have unintended negative consequences, and to improve policies and procedures so as to increase the opportunities and feasibility of developing affordable housing, especially for special needs and very low- and low-income units). The City's recent enactment of an ordinance codifying the reasonable accommodation provisions in the planning and development process exemplifies the effort to eliminate any such barriers.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City strives to consistently implement all policies and procedures, to review local development standards and development review procedures in such a way as to ensure that such do not have unintended negative consequences, and to improve policies and procedures so as to increase the opportunities and feasibility of developing affordable housing, especially for special needs and very low- and low-income units). The City's recent enactment of an ordinance codifying the reasonable

accommodation provisions in the planning and development process exemplifies the effort to eliminate any such barriers.

The strategy of the City will be to continue our on-going efforts to review all potential barriers to affordable housing that are within the City's power to address; to continue to pursue and utilize available funding for mortgage assistance and housing rehabilitation; and to continue to work with and partner with CHDOs and housing developers from the non-profit and for-profit sectors to promote the development of affordable and special-needs housing.

SP-60 Homelessness Strategy – 91.215(d)

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

Under the Continuum of Care grant, the City has collaborated with the Ventura County Human Services Agency (HSA) under its Oxnard Homeless Outreach Project (OHOP) to provide case management to unsheltered homeless persons. The HSA street team provides counseling, service information updates, and referrals to this population, including medical assistance and homeless court advocacy.

Addressing the emergency and transitional housing needs of homeless persons

There are few year round shelter options in the city for homeless persons year round. However, the Rescue Mission provides emergency shelter beds for single men, women and women with children. There are seven transitional housing service providers with a total of 193 beds. There is an emergency winter shelter open from December 1 - March 31, but this does not provide the year round shelter necessary to assist those most in need when the shelter is not open. In order to adequately address the shelter needs there needs to be a complete and permanent year round shelter.

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

Currently, the City is using Emergency Solutions Grant (ESG) funding in a collaborative effort with the Ventura County Human Services Agency (HSA) to provide an HPRP-like program. This assists households with move-in deposits, short term rental assistance, utility assistance, and utility deposits for homeless families, individuals, veterans and others that meet the minimum program guidelines. The program's case management component is in place to keep the stability of newly housed families in place and to guide them into choices that will hopefully prevent them from becoming homeless again. There are also the transitional housing programs that work with clients exiting for permanent housing. These programs also have case managers assigned to exiting clients to ensure long term stability after program exit. The combination of these activities, and with service providers collaborating with each other, make the transition for homeless persons into permanent housing more prone to success.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving

assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The City collaborates with HSA with its ESG funds to help low-income individuals and families and others in the pre-defined populations avoid becoming homeless by providing rental and eviction prevention assistance. Also, this assistance includes move-in/security deposit and first month's rent. We also collaborate with other homeless service providers and non-profits for utility assistance, weekly food baskets, and medical assistance. These services fill the gaps for those families and individuals that are on the verge of becoming homeless.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

Staff presumes that all pre1978 properties contain components with lead-based paint on the interior, exterior, or both. Only individuals trained and certified in procedures compliant with the U.S. Environmental Protection Agency's lead-based paint ruling effective April 22, 2010 do all work and supervision.

For projects less than \$5000, certified individuals supervise and perform any work, which disturbs painted surfaces of pre-1978 properties, after which a clearance test is done. If work performed doesn't disturb painted surfaces, then no lead-based paint is abated. In any case, the Rehabilitation Loan Specialist will give a pamphlet, *Protect Your Family from Lead-Based Paint Hazards*, provided by HUD. The pamphlet explains about lead poisoning, including that soil and dust may contribute.

For projects between \$5,000 and \$25,000, a risk assessment is required prior to the work beginning to determine components having lead based paint. This is for the safety of the workers as well as occupants when the project is completed. Clearance testing is required. The homeowner receives the above-mentioned pamphlet also.

For projects over \$25,000, a certified lead-based paint abatement contractor abates the lead-based paint. Clearance testing is required. The homeowner receives the pamphlet if there are any additional areas where work was not performed have painted surfaces in a pre-1978 property.

How are the actions listed above related to the extent of lead poisoning and hazards?

Workers are trained how to protect themselves when working in a property that is presumed or known to have lead-based painted surfaces. They also know how to reduce or prevent an accumulation of lead-based paint dust so as not to harm the residents when they return to the home or are in the home while the rehabilitation is proceeding.

The pamphlet educates the residents how to clean or when not to disturb lead-painted surfaces so that they are safe or safer in their home. It educates them that lead is found in other sources such as lead-soldered pipes or soil around the home. The homeowners copy of the scope of work performed can be his/her record of abatement when selling the home or having additional work done.

How are the actions listed above integrated into housing policies and procedures?

The Affordable Housing and Rehabilitation staff has produced a handbook of loan processing policies, which staff included on the webpage on the City's website. The brochures and most business cards refer to this webpage. The public is encouraged to view the handbook prior to applying for any loans or filling out an application to verify eligibility to purchase an affordable housing unit. Each loan lists applicable policies including the lead-based paint.

The procedures manual includes giving the pamphlet to the homeowner/homebuyer. Now the page that shows that the homeowner received the pamphlet is signed by the homeowner and kept in the project file.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

Per the 2005-2009 American Community Survey's Five-Year Estimates, the City has approximately 31,443 (15.9 percent) of its population at or below the poverty level. There were 8455 approximately extremely low-income households in Oxnard, which represent 17 percent of the total households (49,550).

The City employs a variety of strategies to help alleviate poverty, including efforts to stimulate economic growth and additional job opportunities, and to provide residents with the skills and abilities required to take advantage of those opportunities. Economic development opportunities, such as living wages paying jobs, are very important to low-income persons to start gaining economic self-sufficiency and move above the poverty level. As described in the Homeless Strategic Plan and the Continuum of Care the City works with local nonprofits, faith based and governmental agencies to provide emergency shelters and transitional and permanent housing and the full range of supportive services required to assist this population to achieve economic independence. Along with City Corps programs designed to improve employment skills and provide job opportunities to youth at risk, Police Activities League provides youth enrichment activities (recreational, athletic and educational) designed to support crime prevention and intervention programs and to create a safe environment for a positive change. To the extent possible, the City plans to reduce the number of households with incomes below the federal poverty level through a combination of direct assistance and indirect benefit from neighborhood improvement activities, using the CDBG, HOME and ESG funds through the following strategies:

- Encourage economic development in low- and moderate-income areas by providing funding to improve public infrastructure,
- Utilize improved public infrastructure to spur private investment to revitalize existing commercial areas to remove blighting influence and increase the number of jobs,
- Rehabilitate substandard existing single-family or mobilehome housing units for income qualified owners,
- Rehabilitate or provide new affordable housing units that include handicap accessibility for seniors or the disabled persons
- Improve community centers, neighborhood parks and infrastructure, including those in conjunction with affordable housing projects, and
- Provide comprehensive homeless and homeless prevention programs.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

By providing financial assistance to first-time homebuyers, The Affordable Housing and Rehabilitation Program's activities assist low-income residents in the long run by helping them make the transition to homeowner status and also by helping them build up equity in their own home. Similarly, assisting a low-income family which already owns a home to rehabilitate or improve that home increases its value, and thus increases the value of that family's home in the long run. Increased wealth in the form of home ownership can, when properly nurtured, provide economic resources that can permit a low-income homeowner to increase their income, by providing wealth that can assist in the financing of higher education for household members (leading to increased income), and/or wealth which can assist in obtaining investment capital to start a business. While the ability to access home equity is limited for extended periods of time under most housing assistance programs, a valuable credit history can be created which increases a family's access to borrowed money. In addition, the eventual termination of restrictions permits direct access to accumulated equity at some point in the future. All of these can have the effect of lifting families out of poverty.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Housing staff monitors home loans for homebuyer down payment assistance, homeowner rehabilitation loans/grants, community housing development projects (CHDO) homebuyer and rental projects, and units designated as affordable by the planning department, which were the result of negotiations between the City and the developer of the developments. Staff monitors for owner occupancy mostly for homeowner, homebuyer loans and deed-restricted units during the affordability period. Rental projects are mostly HOME-funded with CHDO Set-Aside funds. Staff monitors HOME-Assisted units in the rental projects throughout the HOME affordability period utilizing the HOME Monitoring Checklists. Staff monitors affordable density bonus projects for compliance with applicable state regulations. Staff determines eligibility for CHDO Set Aside funds currently using 1) Certification of the community housing development organization, and the required analysis. Staff utilizes an open bidders list for general contractors and specialty trades. To promote minority- and women-owned businesses in the projects, staff has and will continue to notify appropriate local organizations for these groups, college construction management and trades programs and post opportunities to planning rooms. This will include Section 3 in the future, particularly if the project creates new jobs to offer training and employment opportunities to low-income individuals in the community. Staff will comply with comprehensive planning requirements in setting goals for the programs, reporting on progress as required, taking into consideration comments from the community gathered by survey of community priorities collected by Grants Management including comments and inquiries received from the public throughout the year.

Grants Management administratively will continue to monitor housing, homelessness and community development projects, through site visits, to ensure long-term compliance requirements and comprehensive planning requirements are met. Throughout the grants' terms, the Grants Management Division continues to provide technical assistance to various city programs in terms of administrative as well as financial compliance with all HUD regulations.

For any construction related projects, the City works closely with business partners, Labor Compliance Providers, Inc, to provide contract administration services including monitoring of the Davis Bacon Labor Law, as well as, adherence to the federal procurement requirements.

In the efforts to effectively enhance the coordination with various service providers, a bi-annual monitoring process with new monitoring tools has been implemented for the Homeless Program. The process calls for each service provider receiving City funds to provide homeless services, to receive an on-site monitoring visit from the City staff. Homeless Program staff will review client information,

financial records and internal operating policies to ensure continued program success, as well as, meeting HUD and State guidelines as required by each individual grant.

Expected Resources

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

Introduction

The City anticipates that over the course of the Strategic Plan CDBG, HOME, and ESG grants will be available for use in the jurisdiction. Along with these federal entitlements, the jurisdictions may elect to utilize Section 108, Low-Income Housing Tax Credits and the State of California's housing programs to support housing development, such as BEGIN and CalHome. Due to recent legislative changes in California, the 80 percent redevelopment tax increment funding will no longer be available for development or matching funds. The local Housing Trust Fund monies have been depleted as commercial development which generates these funds has stalled in recent years, but it is possible over a five-year period for commercial development to increase thereby generating growth in the trust funds to use for projects or matches.

Other resources that may be used include funds provided under other HUD programs, grants from the Department of Commerce, the Economic Development Administration, the Federal Emergency Management Agency, federal, state and local energy efficiency programs, federal tax credits and mortgage credit certificates, County and City General Fund as well as program income. One of the main obstacles to meeting community needs is inadequate resources for programs that could address these needs. Funding within California and federal and private funding sources for housing and community development programs is and will remain limited for the foreseeable future due to the current

economic situation.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,185,785	20,000	470,583	2,676,368	7,523,632	The City 2013 allocation's from HUD for CDBG grant is \$2,185,785. The estimated program income is \$20,000 and the re-programmed amount of funds from prior year completed projects is \$470,583.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	646,077	50,000	25,000	721,077	2,528,923	The City 2013 allocation's from HUD for HOME grant is \$646,077. The estimated program income is \$50,000 and the re-programmed amount of funds from prior year completed/cancelled projects is \$25,000.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	150,512	0	0	150,512	749,488	The City 2013 allocation's from HUD for ESG grant is \$150,512.

Table 60 - Expected Resources – Priority Table

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

All sources and types of matching funds are more limited now due to the current economic climate, along with the demise of California redevelopment tax-increment funds and housing set-aside funds, and draw-down of local housing trust funds. However, as in the past, the jurisdictions will be as creative as possible to find other sources of funding from state, federal, private developer, state tax-credit, California Infrastructure and Economic Development Bank loans, revenue bonding or local funding, such as the housing trust funds in order to develop and deliver efficient and cost effective projects.

1. Affordable Housing:

The Affordable Housing and Rehabilitation Division utilizes various funding sources to leverage the federal funds received for our First-Time Homebuyer and Rehabilitation programs. Specifically, our programs utilize required investment from homebuyers and homeowners, along with funding from the BEGIN program and the CalHome program. Combined, these meet and exceed the 25% match requirement of the HOME program.

For FY 2013-2014, a total of \$1,263,235 of BEGIN funding is anticipated for first-time homebuyers, along with \$600,000 of HOME and CDBG program funding. An additional \$1,000,000 from State Cal-HOME grant for Acquisition/Rehabilitation has been received, and it is anticipated that those funds will be expended over the next two fiscal years (FY 2013-2014 and 2014-2015). The Rehabilitation programs will receive \$236,369 and \$300,000 from HOME and CDBG grant programs respectively for fiscal year 2013-2014.

2. Homeless Services:

Federal funds will leverage additional resources by allowing more people to receive eviction prevention and homeless services assistance. The City's ESG program leverages with the County of Ventura designated Homeless Prevention and Rapid Re Housing set aside by the Board of Supervisors. The established amount was \$750,000 for two years. Additionally, the Society of St. Vincent de Paul operates the Emergency Winter Warming Shelter in which the leverage from federal funds is an additional \$450,000 in shelter services. Other said funds for the operation of the Shelter come from the Cities of Camarillo, Ventura, Port Hueneme, Ventura County, FEMA and privately raised funds of Society of St. Vincent de Paul. The other two shelter programs, which are operated by Kingdom Center and Turning Point Foundation, also leverage privately raised funds for the operation of their respective programs. Between these two programs, the City receives \$135,500 and \$157,000 in leveraging respectively.

The Continuum of Care (CoC) grant provides funding for transitional and permanent supportive housing, supportive services, case management and Shelter Plus Care services for homeless and at-risk of becoming homeless persons. Under the City's CoC umbrella there are nine separate programs, including the Homeless Management Information System (HMIS), which is the HUD-mandated database for funded homeless service providers. Programs are not required to demonstrate all leveraging sources and amounts, but must provide either a 20-25% match of the federal grant. The projects funded under the CoC grant are as follows: Khepera House (Transitional Housing), RAIN (Transitional Housing), Kingdom Center (Transitional Housing), Wooley House (Transitional Housing), Wooley House (Permanent Supportive Housing), Ventura County Behavioral Health (Shelter Plus Care), Project Understanding (Transitional Housing), Many Mansions D Street Project (Permanent Supportive Housing),

Community Action of Ventura County (Supportive Services), Oxnard Homeless Outreach Project (Case Management - Homeless Outreach), and the HMIS. In total these projects receive \$763,546 and these funds are matched with other local, state and privately raised funds in the amount of \$152,709.

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

The City has acquired title to a parcel of land located at First and Hayes. The land will be proposed to the City's certified CHDOs, through a competitive process, for the development of a new affordable housing development.

Discussion

Locally, state-wide and nationally, the traditional funding sources for housing and community development work will be in very limited supply for the foreseeable future. As the nation and the State of California move out of the effects of the recession and begin to experience economic growth and easing of national, state and local budget constraints jurisdiction may begin to see greater availability of housing funds to support local affordable housing construction and rehabilitation. This process will most likely take several years to occur. In the meantime, the City of Oxnard, as always, will continue to look for available public and private resources and creative ways to fund affordable housing.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Help Achieve Homeownership	2013	2017	Affordable Housing	City-wide	Housing	CDBG: \$495,562 HOME: \$300,000	Direct Financial Assistance to Homebuyers: 20 Households Assisted
2	New Affordable Rental Housing Units	2013	2014	Affordable Housing	City-wide	Housing	HOME: \$115,100	Other: 1 Other
3	Help Achieve Housing Preservation	2013	2017	Affordable Housing	City-wide	Housing Public Improvements	CDBG: \$495,562 HOME: \$236,369	Homeowner Housing Rehabilitated: 25 Household Housing Unit
5	Infrastructure and Public Facilities	2013	2017	Non-Housing Community Development	Low-Mod Areas census tract neighborhoods	Public Facilities Public Improvements	CDBG: \$713,825	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1601 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Public Services	2013	2017	Homeless Non-Homeless Special Needs	Low-Mod Areas census tract neighborhoods City-wide	Homeless Housing and Supportive Services	CDBG: \$330,368	Public service activities other than Low/Moderate Income Housing Benefit: 6000 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 300 Households Assisted
7	Reduce homelessness	2013	2017	Homeless	City-wide	Homeless Homeless Prevention/Rapid Re-Housing	ESG: \$139,224	Homeless Person Overnight Shelter: 635 Persons Assisted Homelessness Prevention: 100 Persons Assisted
8	Code Enforcement Effort	2013	2017	code enforcement	Low-Mod Areas census tract neighborhoods	Housing	CDBG: \$800,000	Housing Code Enforcement/Foreclosed Property Care: 3000 Household Housing Unit

Table 61 – Goals Summary

Goal Descriptions

1	Goal Name	Help Achieve Homeownership
	Goal Description	
2	Goal Name	New Affordable Rental Housing Units
	Goal Description	No project is identified, only allocated the funds as required by HOME regulations for CHDO development.

3	Goal Name	Help Achieve Housing Preservation
	Goal Description	
5	Goal Name	Infrastructure and Public Facilities
	Goal Description	Fund the final phase of the Campus Park gymnasium: rehabilitation of the wings.
6	Goal Name	Public Services
	Goal Description	
7	Goal Name	Reduce homelessness
	Goal Description	
8	Goal Name	Code Enforcement Effort
	Goal Description	

Projects

AP-35 Projects – 91.220(d)

Introduction

HUD requires a consolidated planning process for CDBG, HOME and ESG programs. This process consolidates multiple grant application requirements into a single submission. The Five Year Consolidated Plan outlines proposed strategies for the expenditures of CDBG, HOME and ESG with the mission to provide a suitable living environment by revitalizing LMA neighborhoods, to assist disadvantaged persons by providing adequate public facilities and services and generating affordable housing opportunities and to stimulate the economic situation.

For the fiscal year 2013-14, the awards of ESG grant are as follows:

*City of Oxnard-Administration \$11,288

*HMIS 8,019

**Rapid-Rehousing* 30,205

*Homelessness Prevention	30,000
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*Shelter 71,000

Total **\$150,512**

Projects

#	Project Name
1	CDBG 13 : GRANTS ADMINISTRATION AND SUPPORT
2	CDBG 13: ADMIN-HOMELESS ADMINISTRATION
3	CDBG 13: ADMIN-FAIR HOUSING
4	CDBG 13: ADMIN-AFFORDABLE HOUSING
5	CDBG 13: PS- FAIR HOUSING-HOUSING RIGHT CENTER
6	CDBG 13: PS-COLONIA GYMNASIUM
7	CDBG 13: PS-AFTER SCHOOL PROGRAMS
8	CDBG13: PS-POLICE ACTIVITIES LEAGUE
9	CDBG13: PS-COLONIA BOXING CENTER
10	CDBG13: CIP-CODE COMPLIANCE
11	CDBG13: CIP-HOUSING SERVICES
12	CDBG13: CIP-FIRST TIME HOMEBUYER

#	Project Name
13	CDBG13: CIP-REHABILITATION OF SF HOUSING UNITS
14	CDBG13: CIP-MOBILEHOME REHABILITATION
15	CDBG13: CIP-CAMPUS PARK GYMNASIUM FINAL PHASE
16	HESG13: EMERGENCY SOLUTIONS GRANT PROGRAM
17	HOME13: HOUSING ADMINISTRATION
18	HOME13: CHDO SET ASIDES
19	CDBG13: PS-RAIN CHILD CARE TLC
20	HOME13: FIRST-TIME HOMEBUYER ASISTANCE
21	CDBG13: CIP-PARKING AND ALLEYS RECONSTRUCTION
22	HOME13: HOUSING REHABILITATION MH
23	HOME13; SINGLE-FAMILY HOUSING REHABILITATION

Table 62 – Project Information

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

The primary obstacle to addressing the underserved needs is the limited amount of funding available. The elimination of all funding resulting from the dissolution of redevelopment agencies in California has had a direct and significant impact on the ability of the City to support the development of additional affordable housing. The continued reductions year after year in HOME allocation and CDBG allocations further erode the resources available to meet the need for affordable housing. The reasons for allocation of the priorities are a product of this reality. The City has surveyed community needs, and elected officials have fulfilled their responsibility to direct funding in a manner which tries to meet these needs to the greatest extent possibility, given the limited funds available. At the commencement of this Five-Year plan, two projects are underway that will result in new affordable rental housing stock (Terraza Las Cortes, a 64-unit project; and Las Cortes, a 266-unit project). Additional construction of more affordable rental housing units in addition to those already initiated, while a top priority, is not feasible at this time. The entire annual HOME and CDBG allocation would be insufficient to construct more than two or three rental units, so the City has determined that directing that funding to first-time homebuyer assistance and rehabilitation will assist more low-income families and will be a better use of limited resources. The City will, however, evaluate proposals from CHDOs for possible support of new affordable rental housing from the City's CHDO set-aside.

AP-38 Project Summary
Project Summary Information

1	Project Name	CDBG 13 : GRANTS ADMINISTRATION AND SUPPORT
	Target Area	City-wide
	Goals Supported	Help Achieve Homeownership New Affordable Rental Housing Units Help Achieve Housing Preservation Infrastructure and Public Facilities Public Services Reduce homelessness Code Enforcement Effort
	Needs Addressed	Housing Homeless Homeless Prevention/Rapid Re-Housing Housing and Supportive Services Job Development Public Facilities Public Improvements
	Funding	CDBG: \$284,307
	Description	To ensure compliance with federal entitlement programs in terms of services offered to all residents, project monitoring and reporting requirements. Funds for this project will support the administrative functions of the CDBG, planning for and application of other grants, as well as the preparation of the Consolidated Plan, the Annual Action Plan and the Consolidated Annual Performance and Evaluation Report of the City of Oxnard. To ensure compliance with federal entitlement programs in terms of services offered to all residents, project monitoring and reporting requirements. Funds for this project will support the administrative functions of the CDBG, HOME, ESG, and CoC grants.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	

	Planned Activities	Provide funds for Grants Management and Support, Homeless Administration, Affordable Housing and Fair Housing to administrate the CDBG, HOME and ESG entitlement grants.
2	Project Name	CDBG 13: ADMIN-HOMELESS ADMINISTRATION
	Target Area	City-wide
	Goals Supported	Reduce homelessness
	Needs Addressed	Homeless
	Funding	CDBG: \$72,430
	Description	Funds for this project will provide administration of programs to assist the homeless. This will be done through the writing, awarding and administration of federal grants for the homeless people such as Continuum of Care (CoC), Emergency Solutions Grant (ESG) and Community Development Block Grant (CDBG).
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Provide staff support to the City's Commission on Homelessness to carry out tasks set by the Commission as well as disseminate information to all City departments, the Mayor, City Council and the community at large. Plan and develop strategies to reduce homelessness in the development and preparation of the Consolidated Plan and the Annual Action Plan. Implement the three action items to End Chronic Homelessness designated by the Homeless Commission and City Council as outlined in the 10-Year Strategy to End Chronic Homelessness. Total number of homeless persons at the 2013 Point-in-time count is \$645 versus 1774 for the County of Ventura.
3	Project Name	CDBG 13: ADMIN-FAIR HOUSING
	Target Area	City-wide
	Goals Supported	Help Achieve Homeownership New Affordable Rental Housing Units Help Achieve Housing Preservation
	Needs Addressed	Housing

	Funding	CDBG: \$15,390
	Description	Affirmatively further fair housing for residents, homeseekers, and housing providers in Oxnard.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Provide administrative and supportive services to the housing providers.
4	Project Name	CDBG 13: ADMIN-AFFORDABLE HOUSING
	Target Area	City-wide
	Goals Supported	Help Achieve Homeownership New Affordable Rental Housing Units Help Achieve Housing Preservation
	Needs Addressed	Housing
	Funding	CDBG: \$69,030
	Description	Funds for this project will support the administrative functions of the CDBG funded housing projects (First-time homebuyers adn Homeowners Rehabilitation programs) and the planning and preparation of the ConPlan, the Action Plan and the CAPER of the City of Oxnard.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Provide partial funding to pay for salaries and benefits of two Affordable Division staffs who will provide administrative support for the purpose of managing the first-time homebuyer and rehabilitation projects funded by CDBG grant.
5	Project Name	CDBG 13: PS- FAIR HOUSING-HOUSING RIGHT CENTER
	Target Area	City-wide

	Goals Supported	Public Services
	Needs Addressed	Housing and Supportive Services
	Funding	CDBG: \$30,000
	Description	Provide funds to contract fair housing services with professional fair housing service organization.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Affirmatively further fair housing services provided by a contractor for residents, homeseekers, and housing providers in Oxnard.
6	Project Name	CDBG 13: PS-COLONIA GYMNASIUM
	Target Area	Low-Mod Areas census tract neighborhoods
	Goals Supported	Public Services
	Needs Addressed	Housing and Supportive Services
	Funding	CDBG: \$50,000
	Description	The Colonia Gymnasium will continue to provide prevention youth development programs, targeting at-risk youth.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	The Colonia Gymnasium will continue to provide youth basketball and volleyball leagues throughout the year. In addition, clinics in basketball, soccer and t-ball will be held for youth. The Gym hosts special needs basketball and indoor soccer training and leagues for our disabled population, 5-18 years of age. Open play and weight training is also held for youth and adults daily. Participants come from very low, and low income households.

7	Project Name	CDBG 13: PS-AFTER SCHOOL PROGRAMS
	Target Area	Low-Mod Areas census tract neighborhoods
	Goals Supported	Public Services
	Needs Addressed	Housing and Supportive Services
	Funding	CDBG: \$91,000
	Description	The After School Program provides a safe, structured learning environment in which children and young adolescents improve their academic and social skills.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	he City provides the After School Program at seven school sites. In addition to the seven schools, the City also provides services to 12 additional school sites. All 19 sites in the Oxnard School District receive State After School Education and Safety Program grant funding. The City currently provides the Fun for All Program, which offers structured recreation, skill building and health promoting activities. Participants come from the seven CDBG eligible school sites come from extremely low, very low, and low income households.
8	Project Name	CDBG13: PS-POLICE ACTIVITIES LEAGUE
	Target Area	City-wide
	Goals Supported	Public Services
	Needs Addressed	Housing and Supportive Services
	Funding	CDBG: \$127,848
	Description	Oxnard Police Activities League (PAL)provides crime prevention and intervantion programs by providing youth enrichment activities (educational, athletic, and recreational) creating a safe environment for positive change.
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Activities include Youth Leadership Council, All City Band, Mid-City Boxing, Jr. High School Dances, and athletic leagues. PAL also offers a teen center that offers arts and crafts and arcade games. PAL partners with the County of Ventura Community Service Probation Agency to provide opportunities for youth to complete hours. In addition to CDBG funding, PAL receives general funds which helps provide services to 2,225 participants.
9	Project Name	CDBG13: PS-COLONIA BOXING CENTER
	Target Area	City-wide
	Goals Supported	Public Services
	Needs Addressed	Housing and Supportive Services
	Funding	CDBG: \$17,020
	Description	The La Colonia Boxing Center's main goal is to develop young people's capacity to engage in positive behaviors that nurture their own well-being and set personal goals to live successfully as adults. Participants will have the opportunity to compete in boxing tournaments throughout California.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	The La Colonia Boxing Center will provide a safe-haven for the youth of the community to participate in Boxing for fitness and train for competitions. The coaches at the boxing center also serve as mentors to the youth and guide participants towards creating and reaching goals both inside and outside the ring.
	Project Name	CDBG13: CIP-CODE COMPLIANCE

10	Target Area	Low-Mod Areas census tract neighborhoods
	Goals Supported	Code Enforcement Effort
	Needs Addressed	Housing and Supportive Services
	Funding	CDBG: \$200,000
	Description	To ensure the quality of existing housing units throughout the city. In doing so, Code Compliance staff investigates reports of substandard housing, building and other municipal codes related to the safety and health of the community. These efforts assist in maintaining a safe, acceptable and affordable housing supply for the various housing types such as single, duplexes and multi-unit complexes.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	The Code Compliance Unit continues to address substandard housing conditions via inspections, enforcement of City Ordinances, and through educating the public. This promotes an atmosphere of decent housing, assuring the residents that they live in habitable safe locations.
11	Project Name	CDBG13: CIP-HOUSING SERVICES
	Target Area	City-wide
	Goals Supported	Help Achieve Homeownership Help Achieve Housing Preservation
	Needs Addressed	Housing and Supportive Services
	Funding	CDBG: \$390,518
	Description	To fund housing activities which are linked to providing services to owners, tenants, contractors or other entities participating in or seeking to participate in the City's HOME program.
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Eligible services include preparaton of participants' application, work specifications, loan processing, inspections, tenant selection and monitoring.
12	Project Name	CDBG13: CIP-FIRST TIME HOMEBUYER
	Target Area	City-wide
	Goals Supported	Help Achieve Homeownership
	Needs Addressed	Housing
	Funding	CDBG: \$300,000
	Description	Funds will assist LMI families to purchase housing units and reduce overcrowded conditions.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	To provide up to \$30,000 of gap funding to LMI forst-time homebuyers to purchase new or resale housing units.
13	Project Name	CDBG13: CIP-REHABILITATION OF SF HOUSING UNITS
	Target Area	City-wide
	Goals Supported	Help Achieve Housing Preservation
	Needs Addressed	Housing
	Funding	CDBG: \$200,000
	Description	Funds will assist to maintain the quality os existing single-family housing units.
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	To assist with repairs of existing single-family housing stock through issuance of loans
14	Project Name	CDBG13: CIP-MOBILEHOME REHABILITATION
	Target Area	City-wide
	Goals Supported	Help Achieve Housing Preservation
	Needs Addressed	Housing
	Funding	CDBG: \$100,000
	Description	Funds will assist to maintain the quality of existing mobilehome housing stock.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	To assist with repairs of existing mobilehome housing stock through the issuance of loans.
15	Project Name	CDBG13: CIP-CAMPUS PARK GYMNASIUM FINAL PHASE
	Target Area	Low-Mod Areas census tract neighborhoods
	Goals Supported	Infrastructure and Public Facilities
	Needs Addressed	Public Facilities
	Funding	CDBG: \$500,000
	Description	Funds will assist to renovate the existing wings of Campus Park gymnasium.
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	To renovate the existing wings of Campus Park gymnasium is the final phase of the gym rehabilitation. The project consists of ADA upgrades, utilities replacement and structure reinforcement. This will include interior finishes and some landscape and hardscape in order to provide and beautify the exterior, as well as bringing the walkways up to the current codes.
16	Project Name	HESG13: EMERGENCY SOLUTIONS GRANT PROGRAM
	Target Area	City-wide
	Goals Supported	Reduce homelessness
	Needs Addressed	Homeless
	Funding	ESG: \$150,512
	Description	Funds will provide financial assistance to various services providers for emergency shelter, homeless prevention, rapid re-housing and HMIS activities to serve the homeless persons and families as well as the at-risk of becoming homeless households.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	<i>For the fiscal year 2013-14, the awards of ESG grant are as follows:</i> <i>*City of Oxnard-Administration \$11,288</i> <i>*HMIS </i>

17	Project Name	HOME13: HOUSING ADMINISTRATION
	Target Area	City-wide
	Goals Supported	Help Achieve Homeownership New Affordable Rental Housing Units Help Achieve Housing Preservation
	Needs Addressed	Housing
	Funding	HOME: \$69,608
	Description	To provide administrative support to affordable staff for the purpose of managing the HOME grant activities (CHDO, Housing Rehabilitation and First Time Homebuyer programs)
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Provide funds for two staffs' salaries and benefits and other administrative costs.
18	Project Name	HOME13: CHDO SET ASIDES
	Target Area	City-wide
	Goals Supported	New Affordable Rental Housing Units
	Needs Addressed	Housing
	Funding	HOME: \$115,100
	Description	Funds will increase the existing quantity of housing stock.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	To assist CHDO's with financing gap on new construction of single/multi family for sale or rental units for low income families.

19	Project Name	CDBG13: PS-RAIN CHILD CARE TLC
	Target Area	City-wide
	Goals Supported	Public Services
	Needs Addressed	Homeless Housing and Supportive Services
	Funding	CDBG: \$15,000
	Description	Provide funds to RAIN agency to provide child care service for homeless children
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	To provide \$15,000 to RAIN for child care services to assist 20 Oxnard children while the parents look for work, go to job training, and attend counseling and therapy sessions.
20	Project Name	HOME13: FIRST-TIME HOMEBUYER ASISTANCE
	Target Area	City-wide
	Goals Supported	Help Achieve Homeownership
	Needs Addressed	Housing
	Funding	HOME: \$300,000
	Description	Funds will be provided to assist low-income families to purchase housing units and reduce overcrowded conditions. The objective is to provide up to \$30,000 of gap funding to low-income first-time homebuyers to purchase new or used housing units. The estimated amount of assisted units is 10.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	

	Planned Activities	To assist with repairs of existing mobilehome housing stock, through the issuance of loans.
21	Project Name	CDBG13: CIP-PARKING AND ALLEYS RECONSTRUCTION
	Target Area	Low-Mod Areas census tract neighborhoods
	Goals Supported	Infrastructure and Public Facilities
	Needs Addressed	Public Improvements
	Funding	CDBG: \$213,825
	Description	Funds will be provided to reconstruct the parking lots located in 1470-1500 Colonia Road and the alleys to the FIC building.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
22	Planned Activities	Funds will be provided to include environmental review, engineering, design, procurement, labor compliance and reconstruction costs.
	Project Name	HOME13: HOUSING REHABILITATION MH
	Target Area	City-wide
	Goals Supported	Help Achieve Housing Preservation
	Needs Addressed	Housing
	Funding	HOME: \$116,369
	Description	To maintain the quality of existing mobilehome housing stock.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	To assist with repairs of existing mobilehome units through the issuance of loans.
	Project Name	HOME13; SINGLE-FAMILY HOUSING REHABILITATION

23	Target Area	City-wide
	Goals Supported	Help Achieve Housing Preservation
	Needs Addressed	Housing
	Funding	HOME: \$120,000
	Description	To maintain the quality of existing single family housing stock.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

AP-50 Geographic Distribution – 91.220(f)

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

The City will assist the low-income and minority people citywide with HOME and ESG funds. CDBG funds will be used to serve the LMI person citywide and LMA neighborhoods.

Geographic Distribution

Target Area	Percentage of Funds
Low-Mod Areas census tract neighborhoods	51
City-wide	49

Table 63 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The need for affordable housing (funded from CDBG and HOME) is present throughout the City. CDBG funds for direct benefit category-capital improvements and code enforcement are allocated based on the percentage of LMI persons within the LMA neighborhoods.

Discussion

N/A

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

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

1. First Time Homebuyer Assistance program
2. Rehabilitation of Single-Family Housing Units
3. Rehabilitation of Mobilehome Housing Units

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

Table 64 - One Year Goals for Affordable Housing by Support Requirement

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

Table 65 - One Year Goals for Affordable Housing by Support Type

Discussion

Affordable Housing Division will continue to provide homeownership programs including the owner-occupied rehabilitation loans for repairs and first time homebuyer grants for downpayment assistance to acquire existing units or new units.

AP-60 Public Housing – 91.220(h)

Introduction

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

OHA will continue to administer the 780 public housing units and over 1600 rental assistance vouchers, to address needs to public housing residents through its Resident Services Program which offers a variety of services to families on-site including youth program. The OHA also operates a Family Self-sufficiency (FSS) program to public housing families which promotes homeownership and economic self-sufficiency. The FSS Program provides one-on-one counseling and individual assistance to families that participate in this program.

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

OHA has promoted homeownership by partnering with homeownership counseling agencies such as Cabrillo Economic Development Corporation (CEDC) and offer homeownership services to public housing families. In addition, families are informed of these services through its Family Self-Sufficiency Program and distribution of fliers to all households.

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

Not Applicable

Discussion

N/A

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

Introduction

The City of Oxnard has several collaborative partners through both the Continuum of Care and Emergency Solutions Grants that are working diligently to solve the issues of homelessness for those who are sheltered, unsheltered, chronically homeless and new to homelessness. It is very important, due to the shrinking resources, that these agencies work together. From the results of the Point In Time Counts over the last three years, the overall trend of homelessness is going down. However, the populations are changing. There are more families and single fathers with children than before, and the resources, mainly beds and programs, are not available to accommodate them.

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

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

Through the Oxnard Homeless Outreach Project (OHOP), which is funded under the Continuum of Care grant (COC) and facilitated by the Ventura County Human Services Agency (HSA), and the One-Stop Service Center, which is also funded under the COC and facilitated by Community Action of Ventura County (CA-VC), the outreach to homeless persons is done at the street level. HSA has a team of case managers who diligently work to identify and monitor homeless persons that are on the streets to provide them with connections to other resources, including financial resources to assist them in their homelessness. However, the end-goal is to gently nudge them into securing some type of permanent housing. CA-VC works within its One-Stop, along with the Ventura County Homeless Health Care, to provide mobile health exams and health care. Dental referrals are also made for clients. The one-year goal is to continue to identify homeless persons, provide the initial intake/assessment, and use the necessary resources to get them stable, and then use all resources possible to house them either in transitional or permanent housing.

Addressing the emergency shelter and transitional housing needs of homeless persons

The one-year goal to address the emergency shelter and transitional housing needs of homeless persons is to utilize the temporary emergency shelter from December to March to get as many people off the streets as possible, during the winter season. Also, referrals will continue to be made to the existing, permanent shelters operated by the Rescue Mission. The same will apply for transitional housing as there are no new shelter beds or transitional housing beds being created by existing service providers. However, with the possible passing of the local Housing Element and Senate Bill 2 (SB2), a more suitable source of permanent shelter can be created within the next two years.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to

permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City's plan is to continue to working with the local and regional service providers to assist with helping homeless persons make the transition to permanent and independent living environments. The process has many parts and the collaboration between providers is critical to the ongoing success of families and individuals exiting homelessness. Providers such as VCHSA use financial resources to assist with move-in deposits via Ventura County General Fund and the City's ESG funds. Case management is provided by VCHSA and other providers, depending on the referring provider. CA-VC also provides move-in deposits for qualifying persons under its COC program guidelines. Ventura County Behavioral Health works on a long-term basis with clients being housed from its program, as does other programs.

Families being housed have been able to receive food from Food Share in addition to possibly receiving food stamps and other subsidies, while home furnishings have been provided by local second-hand thrift stores operated by Society of St. Vincent de Paul, Catholic Charities, the Rescue Mission and other local operators. These ongoing efforts will continue to make the transition for homeless persons not only smooth, but will also work to decrease the time persons may experience homelessness and prevent ongoing bouts of homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Local publicly funded institutions and systems of care are prohibited from releasing persons into homelessness by their own guidelines and state instituted policies. The City, as stated throughout this document, has contracted with VCHSA to provide rental and eviction prevention assistance under the ESG program. The income guidelines, as directed by HUD, targets those below 30% of the Area Median Income (<http://www.huduser.org/portal/datasets/il/il2012/2012summary.odn>) for Ventura County. The Ventura County Board of Supervisors has also committed \$750,000 for two years (which began in July 2012), to continue a HPRP-like program, which the City's ESG funds are leveraged by. This allows qualifying households to receive up to \$3,000 in assistance, and up to \$5,000 in severe cases.

Discussion

N/A

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Barriers or constraints to the affordability of housing exist in many forms. A particular building code that to one sector might be interpreted as a “negative” public policy that acts as a barrier to affordable housing may to another sector be seen as a life-saving necessity – for example, seismic safety construction requirements. The same can be said for zoning and land use regulations. It should be noted that in Ventura County, local growth limitations have been adopted by direct ballot measures. Some of these measures entail costs which can affect housing supply and the cost of housing that is produced.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Environmental review, general planning, zoning, and related local land use regulations and development standards are all extensions of local government police powers to protect life and property, minimize nuisances, and achieve a desired quality of life as expressed through a participatory democratic process. . Certain barriers to affordability, then, can be required by State Law (such as preparing and adopting a General Plan and conducting environmental review), adopted for safety or civil rights reasons (such as the imposition of seismic construction standards in quake-prone areas, or requiring compliance with accessibility or visitability design standards), or enacted to remedy or prevent a specific local issue (such as requiring landscaping to deter graffiti). The term “barrier” should not be interpreted in the context that local development standards and development review procedures are inhibiting the provision of quality affordable housing that would otherwise be developed.

The City strives to consistently implement all policies and procedures, to review local development standards and development review procedures in such a way as to avoid that such actions do not have unintended negative consequences, and to improve policies and procedures so as to increase the opportunities and feasibility of developing affordable housing, especially for special needs and very low- and low-income units). The City will continue to engage in these efforts to identify and minimize any barriers over which the City has legal authority, in accordance with applicable law.

Discussion:

N/A

AP-85 Other Actions – 91.220(k)

Introduction:

The City will implement the goals and strategies of the Consolidated Plan to achieve the other actions listed below.

Actions planned to address obstacles to meeting underserved needs

The City will continue to implement housing and community development activities that meet the underserved needs in the community. The 2013-2018 Consolidated Plan lists the following obstacles to meeting underserved needs as:

- Limited availability of funding from both federal, state and other sources;
- High cost of housing in the Ventura County area which increases the difficulty of meeting affordable housing needs;
- Reduced funding from state and other sources due to inadequate state revenue;
- High rate of unemployment and foreclosures continue to strain the ability to meet affordable housing needs; and,
- Credit crisis has limited the availability of capital to develop housing for low-and moderate-income households and special needs groups.

City staff will address the challenges of existing and new obstacles in 2013 by focus in the following programmatic and administrative areas:

- Staff will continue to research availability of future funding resources and use proactive approaches toward future applications for potential leverage funds; this will assist the City of Oxnard to strategically place future activities in line to address the above obstacles
- CDBG and other funds will be used as leverage for the City administered programs and support services that serve the burgeoning needs of LMI citizens communitywide.
- Staff will continue to research for private partnership in the construction and development of affordable housing.
- Staff continues to collaboratively work with the services providers, the non-profit organizations as well as the neighboring cities and local governmental agencies within the County of Ventura to identify projects that also meet federal community development program eligibility and meet timely draw down requirements. This approach will help to ensure to select ready-to-

go projects and quickly spent funds projects.

Actions planned to foster and maintain affordable housing

Please refer to AP 55 for discussion on the City-Affordable Housing's strategies and goals.

Actions planned to reduce lead-based paint hazards

The City will coordinate activities with the County of Ventura Department of Health and Human Services to reduce lead-based paint hazards in accordance with federal regulations. Any rehabilitation activities on housing units constructed prior to 1978 will have lead hazards identified and actions taken to remove the hazard.

Actions planned to reduce the number of poverty-level families

Actions planned to reduce the number of poverty-level families

Reducing poverty is a clear concern in Oxnard and the Ventura county in general. Efforts are constantly underway to improve the quality of life and economic well-being of the residents as well as to maintain quality neighborhoods and housing to avoid blight, prevent crime and eliminate unsafe and unhealthy living conditions, through collaborative efforts of the following agencies and their programs that provide needed skills for individuals seeking jobs and thereby getting them out of poverty:

- EDCO
- Local services providers
- Oxnard Housing Authority
- Community Housing Development Organizations ...

Actions planned to develop institutional structure

The City will try to implement a more efficient and efficacious application and underwriting process for affordable housing loans in order to get the desired number of assisted housing units as planned in the Annual Action Plan because the interest rate has a tendency to increase if it is not locked by a contract.

The City will continue to find ways to get a desired investment ratio when working on the rehabilitation projects

Actions planned to enhance coordination between public and private housing and social

service agencies

The City will continue to collaborate with public and private housing and social service agencies to meet the goals and objectives of the Consolidated Plan. This could be from ongoing meetings, special meetings and/or tasks force.

Discussion:

N/A

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

In addition to the 20% cap for Administration, the City of Oxnard also allocates 15% of 2013 CDBG funds for community services including youth services and fair housing activities. The balance of the funds will be allocated to housing activities, code compliance and public facilities. In the event of an emergency (such as an earthquake, flooding, or hurricane ...) the City will cut the non-committed funds from other existing projects in order to fund the urgent need within the allowable range. However, the urgent need to meet the following tests: (1) the existing conditions pose serious and immediate threat to the health and welfare of the community, (2) the existing conditions are recent or recently became urgent, generally 18 months, (3) the City cannot finance on its own, (4) and when other funding sources are not available.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	20,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	20,000

Other CDBG Requirements

1. The amount of urgent need activities	0
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2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. 100.00%

**HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(I)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Cal-Home funds were awarded in September 2012 for \$1,000,000 for acquisition/rehabilitation of single-family homes. Staff anticipates making 8 acquisition/rehabilitation loans annually for the first two years of the Consolidated Plan 2013-2018. Each borrower will receive up to \$60,000 combined total for acquisition and rehabilitation of the house. This program will allow houses previously not eligible to be considered, brought up to code and improve the neighborhood's appearance and quality of life.

The remaining BEGIN funds of 2.1 million dollars will be exhausted in fiscal year 2013-2014 prior to June 30, 2014 for moderate-income households purchasing the newly constructed Vista Urbana homes in the Riverpark Master Plan.

CDBG funding for first-time homebuyers will allow a more widely distributed assistance in purchasing affordable units throughout the city rather than a specific development site that is 100% affordable units.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The homebuyer activity that the City of Oxnard uses HOME funds is the City-wide Homebuyer Down Payment Assistance Loan. During the period of affordability which may be from 5 to 10 years depending upon the amount used for gap financing, the City will recapture the entire amount of HOME funds as allowed in 24 CFR 92.254 (a)(5)(ii)(A)(1). In some cases, there may be additional HOME subsidies if a Community Housing Development Organization (CHDO) constructed the development for homebuyer sales. Primarily, the developer subsidies are paid at the time of the sale and may be reprogrammed for homebuyer activities to the new homebuyer.

At this time, our division does not have authorization from the City Council to use entitlement HOME funds for preserving affordability through a purchase option, right of first refusal, or to

acquire the property at a Trustee's Sale in foreclosure.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The City uses a promissory note secured by trust deed and recorded with the Ventura County Recorder's office to secure the recapture provisions.

Annually, staff sends a Certification of Owner-Occupancy, which requires a utility bill, mobile home space rental statement, and/or property tax or insurance bill with the homeowner's name and address is the same as the property address. If non-owner occupancy or an unauthorized sale is reported, the homeowner is notified in writing and given a time to cure; the report is also investigated by staff through other means to verify the allegation. If the homebuyer/homeowner does not cure the default, staff sends a follow up demand letter. In the case of a default of a senior lien on the property, staff sends a default letter for the HOME-funded loan along with a loan modification/foreclosure prevention advisory by the Ventura County District Attorney, which includes local HUD-certified housing counselors. Staff tries to work with the homeowner to have a positive outcome if possible. Staff will attempt to or contact the lender to negotiate retaining the resale restriction agreement in place if the unit is an inclusionary unit for the City.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City of Oxnard does not include refinancing of existing debt secured by single-family or multifamily housing that is rehabilitated with HOME funds as an activity that is considered for funding. For multifamily housing which may have multiple federal funding sources for assistance in the construction of the units, 24 CFR 92.206(b)(2)(vi) does not permit refinancing of any loans made or insured with federal funding, including CDBG funds.

Emergency Solutions Grant (ESG) Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

Policies and Procedures for Homeless Services Program and Emergency Solutions Grant Program are attached under Grantee Unique Appendices.

2. If the Continuum of Care has established centralized or coordinated assessment system that

meets HUD requirements, describe that centralized or coordinated assessment system.

The City of Oxnard, Homeless Assistance Program is in charge of the coordination of the assessment system.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

For fiscal year 2013-2014, a request for proposal (attached under Grantee Unique Appendices) was published on the Ventura County Star newspaper on March 23, 2013. The City received five applications and the Review Committee met on April 24, 2013, to review the applications and make recommendations for funding. A copy of the Memorandum with Grant Recommendations is also attached under Grantee Unique Appendices.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

N/A

5. Describe performance standards for evaluating ESG.

Please refer to Policies and Procedures for Homeless Services Program and Emergency Solutions Grant Program are attached under Grantee Unique Appendices.

N/A

Attachments

Citizen Participation Comments

CITY COUNCIL MEETING

Page 1 of 8

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.



The agenda packet is available for review in the Library and the City Clerk's Office. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda.

This page contains Portable Document Format (PDF) files. To view PDF documents please download and install the free Adobe Acrobat Reader.

AGENDA

*OXNARD CITY COUNCIL

*OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

*OXNARD FINANCING AUTHORITY

OXNARD HOUSING AUTHORITY

Regular Meetings

City Council Chambers, 305 West Third Street, Oxnard

December 08, 2015

5:00 P.M. Closed Session

A. ROLL CALL/POSTING OF AGENDA

* The Oxnard Community Development Commission Successor Agency, the Oxnard Financing Authority and the Oxnard Housing Authority will not meet because there are no items requiring consideration on this date.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION - (Please see Page 6 for a description of closed session items)

A. ROLL CALL/POSTING OF AGENDA

* The Oxnard Community Development Commission Successor Agency, the Oxnard Financing Authority and the Oxnard Housing Authority will not meet because there are no items requiring consideration on this date.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, a person may address the legislative body only on matters appearing

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12/16/2015

CITY COUNCIL MEETING

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on the closed session agenda. The presiding officer shall limit public comments to three minutes.

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Employee of the Fourth Quarter.
2. SUBJECT: Swearing in of New Fire Chief Bryan Brice.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (30 Minutes)

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. A person not able to address the legislative body at this time because the thirty minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take any action on any items presented during public comments at this time. Such items may only be referred to the City Manager/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing. The presiding officer shall limit public comments to three minutes.

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

II. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

City Attorney Department

1. SUBJECT: Resolution Reversing Planning Commission's Approval of Planning and Zoning Permit No. 14-510-03 (Special Use Permit-Alcohol Sales) to Allow an Existing 76,639 Square Foot Wal-Mart, Located at 2701 Saviers Road to sell Beer, Wine and Liquor for Off-site Consumption (ABC Type 21) Within the Store. (001)
RECOMMENDATION: Adopt a resolution reversing the Planning Commission's approval of Planning and Zoning Permit No. 14-510-03

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12/16/2015

(Special Use Permit-Alcohol) to allow an existing 76,639 square foot Wal-Mart, located at 2701 Saviers Road to sell beer, wine and liquor for off-site consumption (ABC Type 21) within the store.

Legislative Body: CC Contact: Ashley Golden Phone: 385-7858

Document: Staff Report (pdf 270KB)

City Manager Department

2. SUBJECT: Agreements for City Council Review. (007)
RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

Document: Agreements for City Council Review (pdf 147KB)

Finance Department

3. SUBJECT: Budget Appropriation – Westport Community Facilities District No. 2. (011)
RECOMMENDATION: Approve a budget appropriation in the amount of \$238,342 for Community Facilities District (CFD) No. 2 (Westport) and recognize additional revenue in the amount of \$21,521 based on actual special tax levy being collected from the Ventura County Secured Tax Roll in FY 2015-16.
Legislative Body: CC Contact: Joseph Lillio Phone: 385-7475

Document: Staff Report (pdf 1,681KB)

4. SUBJECT: Budget Appropriation Seabridge Community Facilities District No. 4. (039)
RECOMMENDATION: Approve a budget appropriation in the amount of \$168,851 for Community Facilities District (CFD) No 4 (Seabridge) and recognize additional revenue in the amount of \$1,899 based on actual special tax levy being collected from the Ventura County Secured Tax Roll in FY 2015-16.
Legislative Body: CC Contact: Joseph Lillio Phone: 385-7475

Document: Staff Report (pdf 1,466KB)

5. SUBJECT: Budget Appropriation – RiverPark Community Facilities District No. 5. (059)
RECOMMENDATION: Approve a budget appropriation in the amount of \$557,370 for Community Facilities District (CFD) No 5 (RiverPark) and recognize additional revenue in the amount of \$586,697 to reflect the actual special tax levy being collected from the Ventura County Secured Tax Roll

in FY 2015-16.

Legislative Body: CC Contact: Joseph Lillio Phone: 385-7475

Document: Staff Report (pdf 2,483KB)

Fire Department

6. SUBJECT: Authorization to Submit a Grant Application to the Federal Emergency Management Agency (FEMA) for \$241,250 in Assistance to Firefighters Grant Program (AFC) Grant Funds for Wildland Fire Training and Equipment. (089)

RECOMMENDATION: Adopt a resolution authorizing: 1) The City Manager to submit a grant application to the FEMA Assistance to Firefighters Grant program in the amount of \$241,250 for the purpose of purchasing Wildland Fire Equipment and Training; 2) The City Manager or designee to execute the grant agreement if grant funds are awarded to the City; 3) The Chief Financial Officer or designee to submit financial reports and grant claims, approve special budget appropriations for the use of the grant funds and perform all other required financial actions; and 4) The Fire Chief or designee to submit non-financial reports.

Legislative Body: CC Contact: Jeri Williams Phone: 385-7624 General Services Department

Document: Staff Report (pdf 147KB)

7. SUBJECT: Authorization for City Manager to Execute Written Consent and Land Use Application for Modification Under the Second Amendment to the Rooftop Lease Agreement (A-5300). (093)

RECOMMENDATION: 1) Authorize the City Manager or his designee to provide written consent to AT&T's proposal to make minor modifications to its wireless communications facility located on the roof of the Administrative Building located at 300 West Third Street if the Planning Manager approves or conditionally approves AT&T's application; and 2) Authorize the City Manager or his designee to execute the associated Land Use Application on behalf of the City.

Legislative Body: CC Contact: Todd Housley Phone: 385-8055

Document: Staff Report (pdf 1,080KB)

ACTION: Approved as recommended.

J. PUBLIC HEARINGS – 6:15 P.M.

Housing Department

1. SUBJECT: First Amendment to FY2013-18 Consolidated Plan and the FY2015-16 Annual Action Plan for the City of Oxnard. (101)

RECOMMENDATION: 1) Conduct a public hearing to receive comments on the proposed first amendment to FY2013-18 Consolidated Plan and the

FY2015-16 Annual Action Plan; 2) Authorize the City Manager to submit the Council approved Substantial Amendment to the FY 2013-2018 Consolidated Plan and the FY 2015-2016 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) for approval; 3) Approve the appropriation of \$10,000.00 in Community Development Block (CDBG) Grant funding for the Winter Warming Shelter and the cancellation of the Journeymen Apprentice Program; and 4) Authorize the Chief Financial Officer to approve the special budget appropriation of \$500 into Fund 285 (CDBG Entitlement) and transfer within this Fund \$9,500 from Account 5110 (Journeyman Apprentice) to Account 5309 (Transitional Living Center), to fund the Winter Warming Shelter with \$10,000.
Legislative Body: CC Contact: Arturo Casillas Phone: 385-8041

Document: Staff Report (pdf 5,328KB)

Document: J-1 First Amendment FY 2013-2018 Five Year Consolidated Plan (pdf 390KB)

ACTION: Approve as recommended.

K. APPOINTMENT ITEMS

L. REPORTS

Finance Department

1. SUBJECT: Agreements with NBS for Maintenance Assessment Districts and Budget Appropriation (131)

RECOMMENDATION: 1) Approve and authorize the City Manager to execute a three-year Agreement with NBS (7281-15-FN) in the amount of \$202,200 for administration of the City's Maintenance Assessment Districts; 2) Approve and authorize the City Manager to execute a First Amendment to Agreement with NBS (7117-FN-15) to add \$35,000 for a total of \$135,000 to continue to provide for additional services associated with resolving issues within the City's Maintenance Assessment Districts; and 3) Approve the appropriation of funds in the amount of \$222,400 from the Maintenance Assessment Districts to pay for various services provided by NBS and RegisConnect.

Legislative Body: CC Contact: Joseph Lillio Phone: 385-7475

Document: Staff Report (pdf 1,959KB)

Document: L-1 Agreements with NBS for Maintenance Assessment Districts and Budget Appropriation (pdf 484KB)

ACTION: Remove #1, Approve #2 & 3.

General Services Division

2. SUBJECT: Blanket Purchase Order for MacValley Oil Company to Deliver Gasoline and Diesel to Various City Sites for Period January 1, 2016-December 31, 2016. (163)

RECOMMENDATION: Approve and authorize the Mayor to sign a blanket purchase order (No. 5640) for MacValley Oil Company to deliver gasoline and diesel to various City sites in an amount not to exceed \$514,000. This blanket purchase order is for the period from January 1, 2016, to December 31, 2016.

Legislative Body: CC Contact: Todd Housley Phone: 385-8055

Document: Staff Report (pdf 272KB)

ACTION: Approve as recommended.

3. SUBJECT: Blanket Purchase Order for Sawyer Petroleum to Deliver Bio-diesel to the Wastewater Treatment Plant for Period January 1, 2016-December 31, 2016. (167)

RECOMMENDATION: Approve and authorize the City Manager to sign a blanket purchase order (No. 5641) for Sawyer Petroleum to deliver bio-diesel to the Wastewater Treatment Plant located at 6001 Perkins Road in an amount not to exceed \$50,000. This blanket purchase order is for the period from January 1, 2016, to December 31, 2016.

Legislative Body: CC Contact: Todd Housley Phone: 385-8055

Document: Staff Report (pdf 237KB)

ACTION: Approve as recommended.

4. SUBJECT: Blanket Purchase Order for Silvas Oil Company to Deliver Lubricants and Antifreeze to Various City Sites for Period January 1, 2016-December 31, 2016. (171)

RECOMMENDATION: Approve and authorize the City Manager to sign a blanket purchase order (No. 5639) for Silvas Oil Company to deliver lubricants and antifreeze to various City sites in an amount not to exceed \$150,000. This blanket purchase order is for the period from January 1, 2016, to December 31, 2016.

Legislative Body: CC Contact: Todd Housley Phone: 385-8055

Document: Staff Report (pdf 262KB)

ACTION: Approve as recommended.

Public Works Department

5. SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract for Project Specification No. UD15-29 Water Systems Non-Scheduled Emergency Work or Scheduled Urgent Work. (175)

RECOMMENDATION: Award Contract to the lowest responsible

responsive bidder, Sam Hill & Sons, Incorporated, (A-7833) for Project Specification No. UD15-29 Water Systems Non-Scheduled Emergency Work or Scheduled Urgent Work to the City's water and recycled water systems for the period of January 1, 2016 through December 31, 2018 for a total contract amount not to exceed \$1,800,000 and authorize the purchasing agent to execute the contract upon receipt of final documents.

Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8281

Document: Staff Report (pdf 3,073KB)

City Manager Department

6. SUBJECT: Organization Assessment: Status Update on the Implementation Action Plan's for the 128

RECOMMENDATION: s. (217) Receive a status update on the Organizational Assessment's Implementation Action Plans (IAP's) that prioritizes the 128 recommendations adopted by Council on July 21, 2015.

Legislative Body: CC Contact: Maria Hurtado Phone: 385-7430

Document: Staff Report (pdf 23,500KB)

Document: L-6 Organizational Assessment (pdf 3,000KB)

ACTION: Continue to future date.

Finance Department

7. SUBJECT: Review of Proposed New Internal Audit Program and Request for Proposal (RFP). (289)

RECOMMENDATION: 1) Review and approve the proposed Internal Audit Program Charter; 2) Review and approve the proposed Request For Proposals for Internal Audit Program services; and 3) Authorize an appropriation in the amount of \$100,000 from the one-time Successor Agency Residual pass-through Loan Payment.

Legislative Body: CC Contact: Joseph Lillio Phone: 385-7475

Document: Staff Report (pdf 1,289KB)

Document: L-7 Internal Audit Program (pdf 842KB)

ACTION: Approved as recommended.

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

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

O. PUBLIC COMMENTS ON REPORTS

At this time, a person may address the legislative body only on matters appearing on the reports. The presiding officer shall permit a person to address the legislative body after the staff presentation on the report and before the consideration of the report by the legislative body. The presiding officer shall limit public comments to three minutes.

P. PUBLIC COMMENTS ON STUDY SESSION

At this time, a person may address the legislative body only on matters appearing on the study session agenda. The presiding officer shall permit a person to address the legislative body after the staff presentation on the item and before the consideration of the item by the legislative body. The presiding officer shall limit public comments to three minutes.

Q. STUDY SESSION

C. CLOSED SESSION – Continued from Page 1

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION. CC On the advice of the Interim City Attorney, pursuant to Government Code section 54956.9(d)(2), based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case relating to the City's public work contract with Security Paving Company, Inc. (Specification No. PW03-19).

The Interim City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel - Anticipated Litigation.

R. ADJOURNMENT

R. ADJOURNMENT

	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: <u>Public Hearing</u> <i>DM</i> AGENDA ITEM NO.: <u>J-1</u>
---	--	---

DATE: December 8, 2015

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Arturo Casillas, Housing Director

SUBJECT: First Amendment to the FY 2013-2018 Consolidated Plan and the FY 2015-2016 Annual Action Plan for the City of Oxnard

CONTACT: Norma J. Owens, Grants Manager *JD*
norma.owens@ci.oxnard.ca.us, 385-7959 juliette.dang@ci.oxnard.ca.us, 385-7493

RECOMMENDATIONS

That the City Council:

1. Conduct a public hearing to receive comments on the proposed first amendment to the FY 2013-2018 Consolidated Plan and the FY 2015-2016 Annual Action Plan;
2. Authorize the City Manager to submit the Council approved Substantial Amendment to the FY 2013-2018 Consolidated Plan and the FY 2015-2016 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) for approval.
3. Approve the appropriation of \$10,000 in Community Development Block (CDBG) Grant funding for the Winter Warming Shelter and the cancellation of the Journeymen Apprentice Program.
4. Authorize the Chief Financial Officer to approve the special budget appropriation of \$500 into Fund 285 (CDBG Entitlement) and transfer within this Fund \$9,500 from Account 5110 (Journeyman Apprentice) to Account 5309 (Transitional Living Center), to fund the Winter Warming Shelter with \$10,000.

DISCUSSION

As an entitlement city which receives federal funding under the Community Development Block Grant (CDBG) program, the HOME Investments Partnership Program, and the Emergency Solutions Grant

First Amendment of FY 2013-2018 ConPlan
 First Amendment of FY 2015-2016 AAP
 Page 2

program, the City of Oxnard is required to adopt a Five-Year Consolidated Plan (ConPlan), along with an Annual Action Plan (AAP), setting forth goals and objectives to be achieved in the respective five-year and one-year periods. City Council approved the FY 2013-2018 ConPlan on June 11, 2013, and the FY 2015-16 AAP on April 28, 2015.

Based on the progress reported in the Consolidated Annual Performance and Evaluation Reports (CAPERs) for FY 2013-14 and FY 2014-15, staff has determined that certain goals and objectives and CDBG funding allocations were understated. The Department of Housing and Urban Development (HUD) recommends that ConPlan goals be revised to better reflect actual accomplishments, funding levels and expected outcomes during the five-year period. The mechanism to make such revisions is the plan amendment process, as outlined in the City's Citizen Participation Plan (Attachment 1), with sufficient public notification (Attachment 2).

The proposed plan amendments presented herein are based on recent performance, anticipated increased funding levels, revisions in levels of service of activities previously recommended by the Citizen Advisory Groups and approved by Council on April 28, 2015, and the addition of a new activity to assist the homeless during the approaching winter. The specific changes are noted in red in the First Amendment Package to HUD (Attachment 3).

A new proposed activity and funding designation for the ConPlan represents a relatively minor adjustment and relates to adding the Winter Warming Shelter (WWS) as a new activity, funded at \$10,000. Funding for this activity is being made available through cancellation of the Journeyman Apprentice Program (\$9,500), a program originally planned to be implemented at Oxnard Public Housing, but which failed to recruit enough residents that met the threshold entry criteria. An additional \$500 will be made available for the WWS through reprogrammed funds.

Based on a reduction of the CDBG grant by 17% by HUD in 2012, staff at the time estimated a reoccurring annual reduction in CDBG funding, which has not materialized. Consequently, instead of the original \$6,200,000 estimate of CDBG for the five-year ConPlan period, and based on the funding received during the first three years of the plan, staff is correcting the CDBG estimate to \$10,000,000 for the five-year period. This does not represent an actual increase in CDBG funding as, on an annual basis, the City has been receiving the increased amount for three years and has appropriated it through the Annual Plan implementation process. The change only conforms the five-year ConPlan to the amounts received during the first three years of the plan, and the amounts expected to be received during the remaining two years of the plan.

The estimated five-year amounts for the other two entitlement grant programs that comprise the ConPlan are \$3,250,000 for the HOME Investments Partnership Program, and \$900,000 for the Emergency Solutions Grant. Attachment 4 shows a comparison between the amounts previously approved in the ConPlan with the new recommended projections. All proposed CDBG changes are based on the current rate of funding compared to initial low estimates in the five-year ConPlan. If lesser funds are received, then adjustments will be made in the annual plans.

First Amendment of FY 2013-2018 ConPlan
First Amendment of FY 2015-2016 AAP
Page 3

FINANCIAL IMPACT

Adoption of the recommended action will have no financial impact on the City's General Fund. Cancelling the Journeymen Apprentice Program will allow \$9,500 in CDBG funds to be made available for the new Winter Warming Shelter activity. The proposed action will also add \$500 to the WWS from reprogrammed CDBG program income, bringing its total allocation of funds up to \$10,000.

ATTACHMENTS

Attachment 1: - Citizen Participation Plan
Attachment 2: - Notice of 30 – Day Public Hearing
Attachment 3: - First Amendment Package for HUD
Attachment 4: - FY 2015-2016 Goal Summary Amendments
Attachment 5: - Special Budget Appropriation

CITY OF OXNARD CITIZEN PARTICIPATION PLAN CONSOLIDATED PLAN

Introduction

The U.S. Department of Housing and Urban Development (HUD) required a community receiving funding under Community Planning and Development formula grant programs to submit to HUD a multi-year Consolidated Plan and Annual Action Plan component. The Consolidated Plan is a program and funding implementation plan combined in one document, and states the City's objectives for housing and community planning and development. The formula grant programs include Community Development Block Grant (CDBG), including activities under Section 108, such as guaranteed loan funds, Emergency Shelter Grants (ESG), HOME Investment Partnerships (HOME), and Housing Opportunities for Persons With Aids (HOPWA). In addition, a community must have a Consolidated Plan approved by HUD before receiving funds under a variety of other programs including, but not limited to, the following: the HOPE Public Housing programs; Supportive Housing for the Elderly (Section 202); Single-Room Occupancy Housing (SRO); Shelter Plus Care; John Heinz Neighborhood Development; and, Lead-Based Paint Hazard Reduction.

An important component in the preparation of the Consolidated Plan is a Citizen Participation Plan (CP Plan), which must be adopted by City Council. The CP Plan must assure participation by all citizens will be encouraged including minorities, non-English speaking persons, and persons with mobility, visual, or hearing impairments. The CP Plan is also designed to specifically encourage participation in the development of the Consolidated Plan by low- and very-low income persons, especially in blighted areas, and by persons in areas proposed to receive CDBG funded programs.

The Oxnard CP Plan consists of the following elements:

Public Outreach and Access

- Prior to the adoption of the Consolidated Plan by City Council the following information shall be made available to citizens, public agencies and other interested parties.
 - Amount of funds available for the proposed plan
 - Range of activities that may be undertaken
 - Activities and funds that will benefit person of low- and very-low income
 - Plans to minimize displacement of persons and to assist any persons displaced.
- A summary of the proposed Consolidated Plan shall be published in one or more newspapers of general, local circulation. The summary shall describe the contents and purpose of the plan and include a list of the locations where copies of the entire plan may be examined. At a minimum, copies of the plan shall be available for public review at the Oxnard Public Library and City Clerk's Office.
- The Consolidated Plan and amendments to the plan shall be made available for public comment for a minimum of 30 days prior to submission to HUD.

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- The Consolidated Annual Performance and Evaluation Report (CAPER) shall be made available for public comment for a minimum of 15 days prior to submission to HUD.
- Citizens shall be notified of the availability and given a reasonable opportunity to examine the adopted Consolidated Plan, any amendments, and its CAPER.
- The Housing Director shall be notified about housing and community development plan activities relating to the Oxnard Housing Authority development and surrounding communities.
- The City shall provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the City's Consolidated Plan and the City's use of assistance under the programs covered by the plan during the preceding multi-year or single year planning process.

Public Hearings

- The City shall hold a minimum of two public hearings per program (Fiscal) year. The purpose of the hearings is to obtain public comments, to address housing and community development needs, and to outline the development of proposed activities. One of these hearings must be held prior to the time that a public notice is published inviting comments on the proposed Consolidated Plan.

The purpose of this initial hearing is to obtain the public comments on housing and community development needs, including priority non-housing community development needs. The second hearing shall be held prior to adoption of the Consolidated Plan and/or Annual Action Plan by the

City Council.

- The first hearing may be held in facilities in or adjacent to low/moderate income neighborhoods or City Council Chambers. The second hearing presenting the Consolidated Plan shall be held in the City Council Chambers.
- The hearings shall be scheduled at times to ensure the maximum attendance by residents. Persons with disabilities needing special assistance to participate in the meetings shall contact the City Clerk's Office at least 72 hours prior to the meeting to mobility, visual or hearing impairments shall be accommodated. A Spanish language translator shall be provided at each hearing and other translators may be made available upon request.
- Notices of the hearings shall be sent to members of the Inter-Neighborhood Council Committee (INCC) and the presidents of the public housing tenant advisory councils.

Technical Assistance

The City shall provide, upon request, technical assistance to organizations and individuals representative of low- and moderate-income residents wishing to develop proposals for funding assistance under any of the programs covered by the Consolidated Plan. The City shall determine the level and type of assistance consistent with HUD policies and questions.

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Comments and Complaints

- The City shall consider any comments or views of citizens received in writing or orally at the public hearings in preparing the final Consolidated Plan, amendment to the Plan, or CAPER.

A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefore, shall be attached to the final Consolidated Plan, amendment to the Plan, or CAPER.

- The City shall respond in a timely manner, within 15 days where practical, to all written complaints, grievances and requests for information about the Consolidated Plan.
- The City shall amend the Consolidated Plan when there is a substantial change, defined as follows:
 - A change of 25 percent of an annual grant amount; or
 - A change in an activity's address, where activity is defined as any program or project identified in the Annual Action Plan with an allocated dollar amount.

Adoption of the CP Plan

The City shall provide the public with a reasonable opportunity to comment on the original CP Plan and any amendments thereto, and shall make the CP Plan available. The CP Plan will be made available in other formats for persons with disabilities upon request.

Originally adopted by City Council on October 18, 1994. Modifications adopted by City Council on July 25, 2000.

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In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

CIUDAD DE OXNARD

AVISO DE REVISIÓN PÚBLICA 30 DÍAS

PRIMERA ENMIENDA DEL AÑO FISCAL

FISCAL 2015-2016

STATE OF CALIFORNIA

COUNTY OF VENTURA

I, Luis Ayala

hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit:

Nov 05, 2015

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California, on the

5th day of November 2015

Luis Ayala
(Signature)

CIUDAD DE OXNARD
AVISO DE REVISIÓN PÚBLICA 30 DÍAS
PRIMERA ENMIENDA DEL AÑO FISCAL 2013-2018 PLAN CONSOLIDADO
Y FY2015-16 PLAN DE ACCIÓN ANUAL

CON EL PRESENTE SE DA AVISO que la Ciudad ha preparado la primera enmienda sustancial de el Plan Consolidado de los años fiscales 2013-2018 cual fue aprobado por el Concejo Municipal el 11 de junio de 2013 y de el Plan de Acción Anual del año fiscal 2015-16 aprobado por el Consejo el 28 de abril de 2015.

ADÉMÁS CON EL PRESENTE SE DA AVISO que la primera enmienda será presentada al Consejo de la Ciudad para su aprobación en la siguiente fecha:

FECHA:	08 de diciembre 2015
UBICACIÓN:	305 West Third Street, Oxnard, CA 93030 Sala del Consejo
HORA:	6:00 PM, o tan pronto como sea posible.

En esta reunión, el Consejo recibirá los comentarios del público con respecto a las modificaciones de los objetivos y prioridades, así como la cantidad de logros establecidos en el Plan Consolidado para FY2015-2018. El Consejo también recibirá comentarios sobre la provisión de fondos CDBG para el Refugio de Invierno.

COMENTARIOS PÚBLICOS

El período de revisión pública se iniciará el 9 de noviembre, 2015 y finalizará el 8 de diciembre de 2015. Las copias de las páginas modificadas del Plan Consolidado y el Plan de Acción Anual estarán disponibles para la revisión pública en los siguientes lugares:

Biblioteca Central de la Ciudad de Oxnard
251 South A Street

Oficina del Secretario Municipal de la Ciudad de Oxnard
305 West Third Street, Primer Piso

Ciudad de Oxnard Departamento de Vivienda
435 South D Street

Todos los comentarios escritos relacionados con esta enmienda al Plan Consolidado necesitan ser presentados a la División de Gestión de Subvenciones del Departamento de Vivienda, antes de las 5:00 de la tarde, el 8 de diciembre de 2015.

Preguntas y comentarios escritos pueden ser dirigidos a:

Norma J. Owens, Gerente de Subvenciones
Ciudad de Oxnard, Departamento de Vivienda
435 South "D" Street
Oxnard, CA 93030

OXNARD
CALIFORNIA

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Certificate of Publication

Ad #772752

In Matter of Publication of:

Public Notice

State of California)

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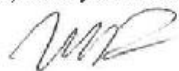
County of Ventura)

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

Nov. 08, 2015

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

Dated this Nov. 09, 2015; in Camarillo, California, County of Ventura.



Maria Rodriguez
(Signature)

CITY OF OXNARD
NOTICE OF 30-DAY PUBLIC REVIEW
FIRST AMENDMENT OF THE FY 2013-2018 CONSOLIDATED PLAN
AND FY2015-16 ANNUAL ACTION PLAN

NOTICE IS HEREBY GIVEN that the City has prepared the First Substantial Amendment of the Fiscal Years 2013-2018 Consolidated Plan which was approved by the City Council on June 11, 2013 and the FY2015-16 Annual Action Plan approved by Council on April 28, 2015.

NOTICE IS HEREBY FURTHER GIVEN that the First Amendment will be presented to the City Council for approval on the following date:

DATE:	December 8, 2015
LOCATION:	305 West Third Street, Oxnard California 93030 City Council Chambers
TIME:	6:00 PM, or as soon thereafter as possible.

At this meeting, the City Council will receive public comments regarding the amendments of the goals and priorities as well as accomplishment numbers stated in the Consolidated Plan for FY2013-2018. The Council will also receive comments on the provision of CDBG funding for the Winter Warming Shelter.

PUBLIC COMMENTS

The public review period will start on November 9, 2015 and end on December 8, 2015. Copies of the amended pages of the Consolidated Plan and the Annual Action Plan will be available for public review at the following locations:

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

All written comments related to this Amended Consolidated Plan need to be submitted to the Grants Management Division of the Housing Department, no later than 5:00 p.m., on December 8, 2015.

Questions and written comments may be addressed to the following:

Norma J. Owens, Grants Manager
City of Oxnard, Housing Department
435 South "D" Street
Oxnard, CA 93030

Publish: Nov. 8, 2015 Ad No. 772752

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CALIFORNIA

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City of Oxnard

Consolidated Plan for Fiscal Years 2013-2018

Annual Action Plan for Fiscal Years 2015-2016

FIRST AMENDMENT*

Prepared by:

City of Oxnard - Housing Department - Grants Management

435 South D Street, Oxnard, California, 93030

*CHANGES TO THE DOCUMENT ARE NOTED IN RED



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SP-25 Priority Needs - 91.21S(a)(2)

Priority Needs

Table 1-Priority Needs Summary

1	Priority Need Name	Housing
	Priority Level	High
	Population	Extremely Low-income Low-income
	Geographic Areas Affected	City-wide
	Associated Goals	Code Enforcement Effort Help Achieve Homeownership Help Achieve Housing Preservation New Affordable Rental Housing Units Planning and Administration
	Description	Based on the needs assessment identified by the City, additional affordable rental housing units are needed for low- and moderate-income (LMI) renters. Older rental housing units as well as the owner-occupied housing units will also benefit from rehabilitation activities in order to preserve the housing stock and to reduce the number of substandard housing units. The City has also identified that the First-Time Homebuyer program will benefit the LMI renters by providing an opportunity to improve their economic and housing conditions as well as to increase the number of minority homeowners. Code Enforcement costs (salaries and benefits of Code Compliance officers) will be incurred for inspections for code violations for both residential and commercial structures and the enforcement takes place in the low- and moderate-income areas (LMA).
	Basis for Relative Priority	The Affordable Housing Division, with various housing programs, will provide the opportunity to reduce the lack of affordable housing by partnering with Community Housing Development Organizations (CHDOs) and by improving the housing opportunities of the residents through the First-Time Homebuyer program and providing better living conditions through the Owner-Occupied Housing Unit Rehabilitation effort.
2	Priority Need Name	Homeless
	Priority Level	High

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	Population	Extremely Low-income Families with Children Chronic Homelessness Individuals Family with children Mentally Ill Veterans Victims of Domestic Violence
	Geographic Areas Affected	City-wide
	Associated Goals	Planning and Administration Public Services Reduce homelessness
	Description	Provide supportive housing and services for homeless persons and families; Assist homeless persons and families with emergency shelter, or moving from emergency shelter to housing. Over the next 5 years, the shelter service providers will assist 1000 persons with shelter services. Service providers will also assist 238 families with housing options.
	Basis for Relative Priority	The City with its partners as services providers have identified gaps in the services available to homeless persons and families. These services include emergency housing, transitional and permanent housing, supportive services and case management to assist homeless people to become self-sufficient and ultimately permanently housed.
3	Priority Need Name	Homeless Prevention/Rapid Re-Housing
	Priority Level	High
	Population	Individuals Families with Children
	Geographic Areas Affected	City-wide
	Associated Goals	Planning and Administration Public Services
	Description	Provide homeless prevention and rapid re-housing services to at-risk of becoming homeless persons and families. With the use of ESG and Continuum of Care (Coe) funds, service providers expect to place 290 homeless persons/households into housing via prevention and rapid re-housing programs.

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	Basis for Relative Priority	The City will continue to identify and pursue available resources to assist at-risk of becoming homeless households to achieve self-sufficiency. The City will encourage and promote collaborative efforts with non-profits organizations, faith-based organizations, County of Ventura and other cities within Ventura County in developing strategies and in applications for funds.
4	Priority Need Name	Housing and Supportive Services
	Priority Level	High
	Population	Extremely Low-income Low-income Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Elderly Frail Elderly Persons with Mental Disabilities
	Geographic Areas Affected	City-wide
	Associated Goals	Code Enforcement Effort Help Achieve Homeownership Planning and Administration Public Services

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	Description	Provide housing and supportive services to special needs population (elderly, disabled, persons and with mental problems, persons with AIDS/HIV) and youth at risk. The Oxnard Housing Authority designates developments or buildings for particular resident groups i.e., elderly and persons with disabilities. Currently the OHA has two buildings designated as senior/disabled housing. Palm Vista (100 units) and Plaza Vista (50 units). The Oxnard housing Authority currently has a set aside of seven (7) Section 8 Vouchers designated for families with AIDS/HIV. Recreation and Community Services provide low impact aerobics to participants 55 years old and over as well as indoor hockey, basketball and soccer for the disabled and a mentorship program for youth at risk through the Youth Development Program.
	Basis for Relative Priority	The City provides a variety of public and supportive services including but not limited to seniors, youth and veterans through the Rain Child Care Program, Oxnard public housing projects, After School Programs, PAL activities, Colonia Boxing and Colonia Gymnasium
5	Priority Need Name	Job Development
	Priority Level	Low
	Population	Extremely Low-income Low-income
	Geographic Area Affected	City-wide
	Associated Goals	Economic Development Planning and Administration Public Services
	Description	Provide job development and job locators for the homeless persons. Service providers propose to create and/or place 310 homeless persons in positions of employment over the next 5 years.
	Basis for Relative	Job development will create better economic opportunities to residents, thus will enhance the stabilization of their living environment and improve the accessibility of better housing conditions.
6	Priority Need Name	Public Facilities
	Priority Level	High

Consolidated Plan

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	Population	Low-income Moderate-income
	Geographic Areas Affected	Low- and moderate-income Areas census tract neighborhoods
	Associated Goals	Infrastructure and Public Facilities Planning and Administration Public Services
	Description	Enhance suitable living environment through new and improved public facilities.
	Basis for Relative	Oxnard public facilities need improvements to be updated to ADA requirements as well as for safety reasons.
7	Priority Need Name	Public Improvements
	Priority Level	High
	Population	Low-income
	Geographic Areas Affected	Low- and moderate-income Areas census tract neighborhoods
	Associated Goals	Infrastructure and Public Facilities Planning and Administration
	Description	The City intends to improve the City's infrastructure, including streets and alleys, public parking lots, flood control system and sewage system. Currently, the Santa Clara River does not meet flood control conditions of the Federal Emergency Management Agency. Oxnard communities located in the deficient flood zone barriers along the Santa Clara River would face buying flood insurance and reduce property value unless the levee is upgraded to federal standards. In addition, the Public Works Department has identified the neighborhoods that qualified for CDBG funding and need street reconstruction which include, but not limited to as follows : Sierra Linda, College Estates, Pleasant Valley Estates, La Colonia, Five Points Northeast and Fremont North.
	Basis for Relative Priority	The City has identified LMI areas within the City that require assistance to remove blight and provide opportunities for residents to maintain their health and safety. Provide funding to Public Works Department to reconstruct several residential LMI neighborhood alleys, public parking lots and driveways and to improve or reconstruct the flood control levee in the next five years.

Consolidated Plan

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Consolidated Plan

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Narrative (Optional)

The following needs are identified and will be addressed by the goals outlined in SP 45:

Housing Needs

- Lack of rental affordable housing units for extremely and very low income households
- Housing Cost Burden for extremely and very low income people
- Housing Problems - The four housing problems identified by HUD are:

Homeless Needs

- Supportive Services: essential services, case management, health care and mental care services
- Housing Services: Transitional Housing, Permanent Supportive Housing, Rapid Re-Housing and Shelter Services (for single fathers, single mothers, In-tact families and transition aged youth)
- Job Placement and Training

Non-Homeless Special Needs

- Housing and supportive services for the elderly and frail elderly persons
- Housing and supportive services for mentally ill persons
- Housing and supportive services for substance abused persons
- Housing and supportive services for disabled persons

Non-Housing Community Development

- Supportive services for transitional age youth
- Recreational services for at-risk youth
- Job training and placement for at-risk youth
- Homeless prevention and rapid re-housing services to at-risk of becoming homeless persons
- Public Facilities and improvements

The priority needs have been established as solutions to the needs identified and determined through the citizen participation process, previous consultations and discussions with various organizations and staff. Some of the priorities are reinforced by HUD as well as comments from the public and the Community Survey results.

1010101101010 Consolidated Plan
OMB Control No: 2506-0117 (exp. 07/30/2015)

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SP-45 Goals Summary -91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start	End	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Help Achieve Homeownership	2013	2017	Affordable Housing	City-wide	Housing and Supportive Services	CDBG: \$1,000,000 HOME: \$1,000,000	Direct Financial Assistance to Homebuyers: 90 Households Assisted
2	New Affordable Rental Housing Units	2013	2017	Affordable Housing	City-wide	Housing	HOME: \$925,000	Rental units constructed: 16 Housing Units
3	Housing Services	2013	2017	Affordable Housing	City-wide	Housing Supportive Housing	CDBG: \$1,000,000	Households assisted: 151
4	Help Achieve Housing Preservation	2013	2017	Affordable Housing	City-wide	Housing	CDBG: \$1,200,000 HOME: \$1,000,000	Homeowner Housing Rehabilitated: 45 Household Housing Unit
5	Infrastructure and Public Facilities	2013	2017	Non-Housing Community Development	Low-Mod Areas census tract neighborhoods	Public Facilities Public Improvements	CDBG: \$2,500,000 HOME: \$0 ESG: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 100,000 Persons Assisted

OXNARD

1010101101010 Consolidated Plan
OMB Control No: 2506-0117 (exp. 07/31/2018)

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal/Outcome Indicator
6	Public Services	2013	2017	Homeless Non-Homeless Special Needs	City-wide	Homeless Homeless Prevention/Rapid Re-Housing and Housing and Supportive Services Job Development Public Facilities	CDBG: \$1,500,000	Public service activities other than Low/Moderate Income Housing Benefit: 400,000 Persons Assisted Jobs created/retained : 50 Jobs
7	Reduce homelessness	2013	2017	Homeless	City-wide	Homeless	ESG: \$832,500	Homeless Person Overnight Shelter: 3,000 Persons Assisted Homelessness Prevention: 250 Persons Assisted
8	Code Enforcement Effort	2013	2017	code enforcement	Low-Mod Areas census tract neighborhoods	Housing Supportive Services	CDBG: \$1,000,000	Other: 850 Inspections: 10,000 Housing units
9	Economic Development	2013	2017		City-wide	Job Development	CDBG: 0	Businesses assisted: 0 Businesses Assisted

OXNARD

1010101101010 Consolidated Plan
OMB Control No. 2506-0117 (exp. 07/31/2016)

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Sort Order	Goal Name	Start Year	End	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
10	Planning and Administration	2013	2017	Planning and administrative costs	City-wide	Homeless Homeless Prevention/Rapid Re-Housing Housing Housing and Supportive Services Job Development Public Facilities Public Improvements	CDBG: \$2,000,000 HOME: \$325,000 ESG: \$67,500	Other: O Other

Table 2 - Goals Summary

Goal Descriptions

1	Goal Name	Help Achieve Homeownership
	Goal Description	Provide assistance to 90 first-time homebuyers. Down payment assistance will be offered to all applicants on an equal basis, including any special needs populations and reasonable accommodations provided to ensure equal and non-discriminatory program access.

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2	Goal Name	New Affordable Rental Housing Units
	Goal Description	Work with the City Departments and CHDOs to facilitate the production of new affordable rental housing units, to help the City meet its Regional Housing Needs Assessment goals as assigned by the State, to the extent permitted by funding (including \$4 low-income units at Terraza de las Cortes and another 264 units in the Las Cortes development). Any rental units constructed will be offered to all applicants on an equal basis, including any special needs populations and reasonable accommodations will be provided to ensure equal and non-discriminatory program access.
	Goal Name	Housing Services
3	Goal Description	Provide Housing Department staff to assist households seeking assistance with First Time Homebuyer or rehabilitation loans to acquire or improve owner occupied units to help the City meet Regional Housing Needs Assessment goals as assigned by the State and to help home owners to maintain safe and sanitary housing units.
4	Goal Name	Help Achieve Housing Preservation
	Goal Description	Rehabilitate 45 single-family units. Rehabilitation assistance will be offered to all applicants on an equal basis, including any special needs populations and reasonable accommodations will be provided to ensure equal and non-discriminatory program access.
5	Goal Name	Infrastructure and Public Facilities
	Goal Description	Reconstruct alleys and parking lots within the LMA census tracts. Rehabilitate parks in the master plan which are eligible for CDBG funds.
6	Goal Name	Public Services
	Goal Description	Public Services
7	Goal Name	Reduce homelessness
	Goal Description	The City will support non-profit agencies that provide assisted housing services and shelter to homeless persons and families or those at-risk of becoming homeless.
8	Goal Name	Code Enforcement Effort
	Goal	Code Compliance Division addresses substandard housing conditions via inspections, enforcement of City ordinances and through

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Description		Educating the public to ensure the quality of existing housing units throughout the City.
9	Goal Name	Economic Development
	Goal Description	Economic Development Goal will address the typical CDBG-funded economic development activities such as Microenterprise Assistance Activities, job readiness, skills training and job replacement program. The focus is on the business owners.
10	Goal Name	Planning and Administration
	Goal Description	Planning and administration activities consist of homeless administration, grants management administration, affordable housing administration, and fair housing administration.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME §1.315(b)(2)

The following are estimated number of families per income category to whom the City will assist in providing affordable housing in the next five years.

(1) Extremely low-income families	31
(2) Low-income families:	100
(3) Moderate-income families:	20

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Expected Resources

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

Introduction

The City expects to receive \$3,084,896 from HUD for CDBG, HOME, and ESG grants, during the fiscal year 2015-16 for use to address the community needs. The total available resources for the three grants are \$3,034,196 detailed as follows:

	CDBG	HOME	HESG
2015-16 Entitlement	\$2,131,803	\$581,174	\$191,219
2015-18 Estimated Program Income	\$50,000	\$50,000	\$0
2015-18 Reprogrammed Funds	\$500	\$100,000	\$0
Total	\$2,182,303	\$711,174	\$191,219

1. CDBG Caps Calculation

The Administration category cap is calculated as follows:

2015 Entitlement $\$2,131,803 \times 20\% = \$426,361$

2015 Estimated Program Income $50,000 \times 20\% = 10,000$

Maximum Amount is \$436,461

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The amount of Public Services is calculated following the format prescribed by HUD as follows:

15 % of the entitlement: $\$2,131,803 \times 15\% = \$319,770$

15% of the FY 14-15 Program Income: $\$111,833 \times 15\% = \$16,775$

Maximum amount of the CAP is $\$336,545$ (Public service activities were only funded to the level of $\$336,484$)

2. HOME administration cap is 10% of the Entitlement of $\$561,174$, amounted to $\$56,117$.

3. HESG grant administration cap is 7.5% of $\$191,219 = \$14,341.43$.

Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ComPlan \$	Narrative Description
			Annual Allocation \$	Program Income \$	Prior Year Resources \$	Total \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,131,803	50,000	0	2,181,803	0	The City's 2015 allocation from HUD for the CDBG grant is \$2,131,803. The estimated program income is \$50,000. The total amount for the available resources is \$2,181,803, distributed as follows: (1) Admin and Planning \$436,361, (2) Public Services \$335,984 and Direct Benefits (or Capital Items) \$1,409,458.

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

The City has acquired title to a parcel of land located at First and Hayes. The land will be proposed to the City's certified CHDOs, through a competitive process, for the development of a new affordable housing development.

Discussion

Locally, state-wide and nationally, the traditional funding sources for housing and community development work will be in very limited supply for the foreseeable future. Then, the City, as always, will continue to look for available public and private resources and creative ways to fund affordable housing community development projects and homelessness. Based on the directives given by HUD on the 2015 allocation of the entitlement grants, the proposed projects recommended by the Review Panel members are classified as follows, excluding administrative costs:

Category	Amount of funds	Ratio of funding
Decent and Affordable Housing	\$1,382,349	54%
Suitable Living Environment	\$873,650	34%
Homelessness	\$341,731	12%
Total	\$2,570,730	100%

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91420,91220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Help Achieve Homeownership	2013	2017	Affordable Housing	City-wide	Housing	CDBG: \$125,000 HOME: \$200,000 ESG: \$0	Direct Financial Assistance to Homebuyers: 11 Households Assisted
3	Infrastructure and Public Facilities	2013	2017	Non-Housing Community Development	Low-Mod Areas census tract neighborhoods	Public Improvements	CDBG: \$536,981 HOME: \$0 ESG: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 8025 Persons Assisted
4	Public Services	2013	2017	Homeless Non-Homeless Special Needs	Low-Mod Areas census tract neighborhoods City-wide	Homeless Job Development Housing and Supportive Services	CDBG: \$336,484	Public service activities for Low/Moderate Income Housing Benefit: 300 Households Assisted
5	Reduce homelessness	2013	2017	Homeless	City-wide	Homeless Prevention/Rapid Re-Housing	ESG: \$176,878	Tenant-based rental assistance / Rapid Rehousing: 13 Households Assisted Homelessness Prevention: 33 Persons Assisted

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3	Goal Name	Infrastructure and Public Facilities
	Goal Description	The goal is to provide city-wide public facility or infrastructure activities other than low/moderate income housing benefit: 1. Construction of Speed Bump at the Cypress Neighborhood \$12,000 with 89.78% of LMI 2. Installation of Playground at Southwinds Neighborhood \$350,000 with 100% LMI 3 rehabilitation of Restroom and Walking Trail at Southwinds Neighborhood \$174,981 with 100% LMI.
4	Goal Name	Public Services
	Goal Description	The goal is to provide public service activities city-wide and in low/mod area census tract neighborhoods.
5	Goal Name	Reduce homelessness
	Goal Description	The goal is to provide homeless persons with street outreach services, emergency shelter, rapid rehousing and homeless prevention activities. HESG grant provides (1) Street Outreach-St Vincent de Paul \$44,731; (2) Emergency Shelter-Turning Point \$40,000; (3) Emergency Shelter-Kingdom Center \$30,000; (4) Rapid Re-Housing-VC Human services Agency \$33,000 (5) Homeless Prevention- VCHSA \$ 22,000 and HMIS-City of Oxnard \$7,147 and (6)CDBG provides \$10,000 for the Winter Warming
7	Goal Name	Help Achieve Housing Preservation
	Goal Description	

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AP-35 Projects - 91.220(d)**Introduction**

Every year, the City must submit an AAP to HUD, which serves as an annual application for three entitlement grants: Community Development Block (CDBG), HOME Investment Partnerships Act (HOME), and Homeless Emergency Solutions Grant (HESG). The FY 2015-2018 AAP, the third-year component of the FY2013-2018 Consolidated Plan, will be presented to the Council for approval of the projects to be funded on April 28, 2015 public hearing. The total amount available in CDBG, HOME, and HESG funding for projects and activities for the period from July 1, 2015 to June 30, 2018 is \$3,084,196;

	CDBG	HOME	HESG
Entitlement	\$2,131,803	\$561,174	\$191,219
Program Income	50,000	50,000	-0-
Reprogrammed Funds	\$900	100,000	-0-
Total Funds	\$2,182,303	\$711,174	\$181,219

Total Available Resources Amount is ~~\$3,084,296~~.

On January 20, 2015, three grants application workshops were offered to potential applicants and interested parties. The application packets were submitted to Grants Management for eligibility screening by February 23, 2015 and were reviewed by a Review Panel on March 3rd and 4th, 2015. The recommended funding for CDBG, HOME and HESG projects by the Review Panel are as follows:

#	Project Name
1	CDBG15: PLANNING AND ADMINISTRATIVE COSTS
2	CDBG15:PUBLIC SERVICES
3	CDBG15:DB-CODE COMPLIANCE
4	CDBG15: DB-PUBLIC IMPROVEMENTS
5	CDBG15: DB-PUBLIC FACILITIES
6	CDBG15: DB-HOUSING SF REAHBILITATION ACTIVITIES
7	CDBG15:DB-1STTIME HBASSISTANCE
8	CDBG15: DB-HOUSING SERVICES FOR CDBG AND HOME HSG ACTIVITIES
9	HOME15: ADMINISTRATION
10	HOME15: CHOO SET ASIDES
11	HOME15: HB DIRECT ASSISTANCE
12	HOME15: HOUSING REHABILITATION ACTIVITIES

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Target Date	
Estimate the number and type of families that will benefit from the proposed activities	
Location Description	
Planned Activities	Planning and general administrative activities: (1) Prepare the ConPlan, AAP and CAPER (2) general administration of the CDBG grant such as monitoring, oversight of program activities and invoices desk reviews, (3) prepare HUD reports and update the federal IDIS system, (4) review accounting transactions and prepare journal adjustment entries to update the City accounting system, (5) prepare year-end closing process and coordinate the single audit with outside auditors and other related duties.
Project Name	CDBG15/PUBLIC SERVICES
Target Area	Low-Mid Areas census tract neighborhoods City-wide
Goals Supported	Public Services
Needs Addressed	Homeless Housing and Supportive Services Job Development
Funding	CDBG: \$336,484
Description	This project will provide funds for public services including but not limited to: child care, health care, fair housing counseling, emergency and day shelter and recreational needs of the low income persons and special needs populations such as elderly person and homeless persons.
Target Date	
Estimate the number and type of families that will benefit from the proposed activities	

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	Location Description	
	Planned Activities	Provide \$7,000 to Colonia Boxing; \$15,000 to Leadership Academy; \$49,669 to PAL; \$10,000 to the Winter Warming Shelter; \$60,000 to Community Action; \$50,000 to Saint Vincent de Paul; \$25,000 to Colonia Gymnasium; \$15,000 to Livingston Visiting Nursing Association; \$54,815 City-Fair Housing Program; \$50,000 to the Senior Technology Education Program.
3	Project Name	CDBG15: DB-CODE COMPLIANCE
	Target Area	Low-Mod Areas census tract neighborhoods
	Goals Supported	Help Achieve Housing Preservation
	Needs Addressed	Housing Housing and Supportive Services
	Funding	CDBG: \$200,000
	Description	This project will provide funds to pay for salaries and benefits of code enforcement inspectors, include the cost of correcting the violations; the project will include inspection for code violations and enforcement of codes in deteriorating and deteriorated areas, when such enforcement is coupled with public or private improvements, rehabilitation or services which may be expected to arrest the decline of the area.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	The project will begin in the Southwinds neighborhood on Cuesta Del Mar and progress to the other identified neighborhoods to address substandard housing conditions via inspections, enforcement of City ordinances and through educating the public. This promotes an atmosphere of decent housing, assuring the residents that they live in habitable safe locations

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FY 2015-16 GOALS SUMMARY AMENDMENTS

Goal Name	Grant Name	Old Funding	New Funding	Old Outcome	New Outcome
Homeownership	CDBG HOME	\$300,000 \$1,425,000	\$1,000,000 \$1,000,000	58 households	90 households
Construction of new rental units	HOME	\$575,500	\$925,000	16 Housing units	No change
Housing Services	CDBG	\$0	\$1,000,000	0	151 Housing units
Housing Preservation	CDBG HOME	\$0 \$1,500,000	\$1,200,000 \$1,000,000	75 Housing units	45 Housing units
Infrastructure & Facilities	CDBG	\$2,000,000	\$2,500,000	100,000 LMI persons	No change
Public Services	CDBG	\$1,000,000	\$1,500,000	10,000 LMI persons & 50 jobs created	400,000 LMI persons and 50 jobs created
Reduce Homelessness	HESG	\$600,000	\$832,500	1,000 sheltered persons & 100 HH with financial assistance	3,000 sheltered persons & 250 HH with financial help
Code Enforcement	CDBG	\$800,000	\$1,000,000	750 others	850 others 10,000 housing units
Economic Development	CDBG	\$100,000	\$0	30 businesses	None
Planning & Administration	CDBG HOME HESG	\$2,000,000 \$0 \$0	\$2,000,000 \$325,000 \$67,500	N/A	N/A

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REQUEST FOR BUDGET APPROPRIATION

Department: Housing Date: December 8, 2015
 Project/Program _____
 Manager: Norris Owens Phone: (805) 385-7959

Reason for Appropriation:
To Fund Winter Warming Shelter with \$10,000 CDBG grant money.

<u>Accounts and Descriptions</u>	<u>AMOUNT</u>
Fund: 285 (CDBG Entitlement)	
Revenues/Transfers In	
GRANTS MANAGEMENT (5139)	
285-5139-531.72-06 FEDERAL & STATE SOURCES / CDBG GRANT	500
Sub-total Revenues	500
Expenditures/Transfers Out	
TRANSITIONAL LIVING CNTR (5309)	
285-5309-804.84-38 SPACE RENTAL	10,000
JOURNEYMAN APPRENTICE PV15 (Proj 775210)	
285-5110-804.80-01 DIRECT LABOR-REGULAR	(4,170)
285-5110-804.81-02 SUPPLIES - OFFICE	(1,750)
285-5110-804.83-31 CONTRIBUTION TO OTHER AGCY	(3,580)
Sub-total Expenditures	500
Net Change to Fund Balance	0
Net Appropriation Change	500

Approvals	
Department Director	<u><i>Norris Owens</i></u>
Chief Financial Officer	<u><i>Joseph Z...</i></u>
City Manager	_____

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SBA# (Finance Use Only) _____
 BA Doc# (Finance Use Only) _____
 Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION



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.

The entire agenda packet is available for review in the Library and the City Clerk's Office. The agenda reports are on the City of Oxnard web site at www.ci.oxnard.ca.us.

This page contains Adobe Acrobat PDF (.pdf) files. To view PDF documents please download and install the free [Adobe Acrobat Reader](#).

Disclaimer: Minutes are considered unofficial until approved and executed.

Unofficial Minutes
CITY COUNCIL MEETING
 December 08, 2015

A. ROLL CALL/POSTING OF AGENDA

* The Oxnard Community Development Commission Successor Agency, the Oxnard Financing Authority and the Oxnard Housing Authority will not meet because there are no items requiring consideration on this date.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION

A. ROLL CALL/POSTING OF AGENDA

* The Oxnard Community Development Commission Successor Agency, the Oxnard Financing Authority and the Oxnard Housing Authority will not meet because there are no items requiring consideration on this date.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

D. OPENING CEREMONIES – 6:00 P.M.

http://oxnard.granicus.com/MinutesViewer.php?view_id=46&clip_id=3226

12/16/2015

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Employee of the Fourth Quarter.
2. SUBJECT: Swearing in of New Fire Chief Bryan Brice.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. A person not able to address the legislative body at this time because the thirty minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take any action on any items presented during public comments at this time. Such items may only be referred to the City Manager/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing. The presiding officer shall limit public comments to three minutes.

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

City Attorney Department

1. SUBJECT: Resolution Reversing Planning Commission's Approval of Planning and Zoning Permit No. 14-510-03 (Special Use Permit-Alcohol Sales) to Allow an Existing 76,639 Square Foot Wal-Mart, Located at 2701 Saviers Road to sell Beer, Wine and Liquor for Off-site Consumption (ABC Type 21) Within the Store. (001)

RECOMMENDATION: Adopt a resolution reversing the Planning Commission's approval of Planning and Zoning Permit No. 14-510-03 (Special Use Permit-Alcohol) to allow an existing 76,639 square foot Wal-Mart, located at 2701 Saviers Road to sell beer, wine and liquor for off-site consumption (ABC Type 21) within the store.

Legislative Body: CC Contact: Ashley Golden Phone: 385-7858

Document: Staff Report (pdf 270KB)

City Manager Department

2. **SUBJECT:** Agreements for City Council Review. (007)
RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

Document: Agreements for City Council Review (pdf 147KB)

Finance Department

3. **SUBJECT:** Budget Appropriation – Westport Community Facilities District No. 2. (011)
RECOMMENDATION: Approve a budget appropriation in the amount of \$238,342 for Community Facilities District (CFD) No. 2 (Westport) and recognize additional revenue in the amount of \$21,521 based on actual special tax levy being collected from the Ventura County Secured Tax Roll in FY 2015-16.
Legislative Body: CC Contact: Joseph Lillio Phone: 385-7475

Document: Staff Report (pdf 1,681KB)

4. **SUBJECT:** Budget Appropriation – Seabridge Community Facilities District No. 4. (039)
RECOMMENDATION: Approve a budget appropriation in the amount of \$168,851 for Community Facilities District (CFD) No 4 (Seabridge) and recognize additional revenue in the amount of \$1,899 based on actual special tax levy being collected from the Ventura County Secured Tax Roll in FY 2015-16.
Legislative Body: CC Contact: Joseph Lillio Phone: 385-7475

Document: Staff Report (pdf 1,466KB)

5. **SUBJECT:** Budget Appropriation – RiverPark Community Facilities District No. 5. (059)
RECOMMENDATION: Approve a budget appropriation in the amount of \$557,370 for Community Facilities District (CFD) No 5 (RiverPark) and recognize additional revenue in the amount of \$586,697 to reflect the actual special tax levy being collected from the Ventura County Secured Tax Roll in FY 2015-16.
Legislative Body: CC Contact: Joseph Lillio Phone: 385-7475

Document: Staff Report (pdf 2,483KB)

Fire Department

6. **SUBJECT:** Authorization to Submit a Grant Application to the Federal Emergency Management Agency (FEMA) for \$241,250 in Assistance to

Firefighters Grant Program (A/G) Grant Funds for Wildland Fire Training and Equipment. (089)

RECOMMENDATION: Adopt a resolution authorizing: 1) The City Manager to submit a grant application to the FEMA Assistance to Firefighters Grant program in the amount of \$241,250 for the purpose of purchasing Wildland Fire Equipment and Training; 2) The City Manager or designee to execute the grant agreement if grant funds are awarded to the City; 3) The Chief Financial Officer or designee to submit financial reports and grant claims, approve special budget appropriations for the use of the grant funds and perform all other required financial actions; and 4) The Fire Chief or designee to submit non-financial reports.

Legislative Body: CC Contact: Jeri Williams Phone: 385-7624 General Services Department

Document: Staff Report (pdf 147KB)

7. SUBJECT: Authorization for City Manager to Execute Written Consent and Land Use Application for Modification Under the Second Amendment to the Rooftop Lease Agreement (A-5300). (093)

RECOMMENDATION: 1) Authorize the City Manager or his designee to provide written consent to AT&T's proposal to make minor modifications to its wireless communications facility located on the roof of the Administrative Building located at 300 West Third Street if the Planning Manager approves or conditionally approves AT&T's application; and 2) Authorize the City Manager or his designee to execute the associated Land Use Application on behalf of the City.

Legislative Body: CC Contact: Todd Housley Phone: 385-8055

Document: Staff Report (pdf 1,080KB)

ACTION: 0 moved to Approved 1) Authorize the City Manager or his designee to provide written consent to AT&T's proposal to make minor modifications to its wireless communications facility located on the roof of the Administrative Building located at 300 West Third Street if the Planning Manager approves or conditionally approves AT&T's application; and 2) Authorize the City Manager or his designee to execute the associated Land Use Application on behalf of the City.

ACTION: Approved as recommended.

J. PUBLIC HEARINGS – 6:15 P.M.

Housing Department

1. SUBJECT: First Amendment to FY2013-18 Consolidated Plan and the FY2015-16 Annual Action Plan for the City of Oxnard. (101)
RECOMMENDATION: 1) Conduct a public hearing to receive comments on the proposed first amendment to FY2013-18 Consolidated Plan and the FY2015-16 Annual Action Plan; 2) Authorize the City Manager to submit the Council approved Substantial Amendment to the FY 2013-2018 Consolidated

Plan and the FY 2015-2016 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) for approval; 3) Approve the appropriation of \$10,000.00 in Community Development Block (CDBG) Grant funding for the Winter Warming Shelter and the cancellation of the Journeymen Apprentice Program; and 4) Authorize the Chief Financial Officer to approve the special budget appropriation of \$500 into Fund 285 (CDBG Entitlement) and transfer within this Fund \$9,500 from Account 5110 (Journeyman Apprentice) to Account 5309 (Transitional Living Center), to fund the Winter Warming Shelter with \$10,000.

Legislative Body: CC Contact: Arturo Casillas Phone: 385-8041

Document: Staff Report (pdf 5,328KB)

Document: J-1 First Amendment FY 2013-2018 Five Year Consolidated Plan (pdf 390KB)

ACTION: 0 moved to Approved 1) Conduct a public hearing to receive comments on the proposed first amendment to FY2013-18 Consolidated Plan and the FY2015-16 Annual Action Plan; 2) Authorize the City Manager to submit the Council approved Substantial Amendment to the FY 2013-2018 Consolidated Plan and the FY 2015-2016 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) for approval; 3) Approve the appropriation of \$10,000.00 in Community Development Block (CDBG) Grant funding for the Winter Warming Shelter and the cancellation of the Journeymen Apprentice Program; and 4) Authorize the Chief Financial Officer to approve the special budget appropriation of \$500 into Fund 285 (CDBG Entitlement) and transfer within this Fund \$9,500 from Account 5110 (Journeyman Apprentice) to Account 5309 (Transitional Living Center), to fund the Winter Warming Shelter with \$10,000. .

ACTION: Approve as recommended.

K. APPOINTMENT ITEMS

L. REPORTS

Finance Department

1. SUBJECT: Agreements with NBS for Maintenance Assessment Districts and Budget Appropriation (131)

RECOMMENDATION: 1) Approve and authorize the City Manager to execute a three-year Agreement with NBS (7281-15-FN) in the amount of \$202,200 for administration of the City's Maintenance Assessment Districts; 2) Approve and authorize the City Manager to execute a First Amendment to Agreement with NBS (7117-FN-15) to add \$35,000 for a total of \$135,000 to continue to provide for additional services associated with resolving issues within the City's Maintenance Assessment Districts; and 3) Approve the appropriation of funds in the amount of \$222,400 from the Maintenance Assessment Districts to pay for various services provided by NBS and

CITY COUNCIL MEETING

Page 6 of 8

RegisConnect.

Legislative Body: CC Contact: Joseph Lillio Phone: 385-7475

Document: Staff Report (pdf 1,959KB)

Document: L-1 Agreements with NBS for Maintenance Assessment Districts and Budget Appropriation (pdf 484KB)

ACTION: Remove #1, Approve #2 & 3

General Services Division

2. **SUBJECT:** Blanket Purchase Order for MacValley Oil Company to Deliver Gasoline and Diesel to Various City Sites for Period January 1, 2016-December 31, 2016. (163)

RECOMMENDATION: Approve and authorize the Mayor to sign a blanket purchase order (No. 5640) for MacValley Oil Company to deliver gasoline and diesel to various City sites in an amount not to exceed \$514,000. This blanket purchase order is for the period from January 1, 2016, to December 31, 2016.

Legislative Body: CC Contact: Todd Housley Phone: 385-8055

Document: Staff Report (pdf 272KB)

ACTION: Approve as recommended.

3. **SUBJECT:** Blanket Purchase Order for Sawyer Petroleum to Deliver Bio-diesel to the Wastewater Treatment Plant for Period January 1, 2016-December 31, 2016. (167)

RECOMMENDATION: Approve and authorize the City Manager to sign a blanket purchase order (No. 5641) for Sawyer Petroleum to deliver bio-diesel to the Wastewater Treatment Plant located at 6001 Perkins Road in an amount not to exceed \$50,000. This blanket purchase order is for the period from January 1, 2016, to December 31, 2016.

Legislative Body: CC Contact: Todd Housley Phone: 385-8055

Document: Staff Report (pdf 237KB)

ACTION: Approve as recommended.

4. **SUBJECT:** Blanket Purchase Order for Silvas Oil Company to Deliver Lubricants and Antifreeze to Various City Sites for Period January 1, 2016-December 31, 2016. (171)

RECOMMENDATION: Approve and authorize the City Manager to sign a blanket purchase order (No. 5639) for Silvas Oil Company to deliver lubricants and antifreeze to various City sites in an amount not to exceed \$150,000. This blanket purchase order is for the period from January 1, 2016, to December 31, 2016.

Legislative Body: CC Contact: Todd Housley Phone: 385-8055

Document: Staff Report (pdf 262KB)

http://oxnard.granicus.com/MinutesViewer.php?view_id=46&clip_id=3226

12/16/2015

ACTION: Approved as recommended.

Public Works Department

5. SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract for Project Specification No. UD15-29 Water Systems Non-Scheduled Emergency Work or Scheduled Urgent Work. (175)
RECOMMENDATION: Award Contract to the lowest responsible responsive bidder, Sam Hill & Sons, Incorporated, (A-7833) for Project Specification No. UD15-29 Water Systems Non-Scheduled Emergency Work or Scheduled Urgent Work to the City's water and recycled water systems for the period of January 1, 2016 through December 31, 2018 for a total contract amount not to exceed \$1,800,000 and authorize the purchasing agent to execute the contract upon receipt of final documents.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8281

Document: Staff Report (pdf 3,073KB)

City Manager Department

6. SUBJECT: Organization Assessment: Status Update on the Implementation Action Plan's for the 128
RECOMMENDATION: s. (217) Receive a status update on the Organizational Assessment's Implementation Action Plans (IAP's) that prioritizes the 128 recommendations adopted by Council on July 21, 2015.
Legislative Body: CC Contact: Maria Hurtado Phone: 385-7430

Document: Staff Report (pdf 23,500KB)

Document: L-6 Organizational Assessment (pdf 3,000KB)

Finance Department

7. SUBJECT: Review of Proposed New Internal Audit Program and Request for Proposal (RFP). (289)
RECOMMENDATION: 1) Review and approve the proposed Internal Audit Program Charter; 2) Review and approve the proposed Request For Proposals for Internal Audit Program services; and 3) Authorize an appropriation in the amount of \$100,000 from the one-time Successor Agency Residual pass-through Loan Payment.
Legislative Body: CC Contact: Joseph Lillio Phone: 385-7475

Document: Staff Report (pdf 1,289KB)

Document: L-7 Internal Audit Program (pdf 842KB)

ACTION: Approved as recommended.

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

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

O. PUBLIC COMMENTS ON REPORTS

At this time, a person may address the legislative body only on matters appearing on the reports. The presiding officer shall permit a person to address the legislative body after the staff presentation on the report and before the consideration of the report by the legislative body. The presiding officer shall limit public comments to three minutes.

P. PUBLIC COMMENTS ON STUDY SESSION

At this time, a person may address the legislative body only on matters appearing on the study session agenda. The presiding officer shall permit a person to address the legislative body after the staff presentation on the item and before the consideration of the item by the legislative body. The presiding officer shall limit public comments to three minutes.

Q. STUDY SESSION

C. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION. CC On the advice of the Interim City Attorney, pursuant to Government Code section 54956.9(d)(2), based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case relating to the City's public work contract with Security Paving Company, Inc. (Specification No. PW03-19).

The Interim City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel - Anticipated Litigation.

R. ADJOURNMENT

R. ADJOURNMENT

Grantee Unique Appendices

Grantee SF-424's and Certification(s)

Appendix - Alternate/Local Data Sources

1	Data Source Name Data submitted by OHA List the name of the organization or individual who originated the data set. Jesus Andrade, Senior Housing Specialist of the OHA, provided the attached data for Public Housing and Section 8 Programs Provide a brief summary of the data set. The data set provided is more accurate than the default data. What was the purpose for developing this data set? Not applicable How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Not applicable What time period (provide the year, and optionally month, or month and day) is covered by this data set? Not applicable What is the status of the data set (complete, in progress, or planned)? Not applicable
2	Data Source Name MA-25 Public and Assisted Housing List the name of the organization or individual who originated the data set. Jesus Andrade, Senior Housing Specialist for OHA Provide a brief summary of the data set. More accurate data than default data What was the purpose for developing this data set? More accurate data than default data How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Not Applicable What time period (provide the year, and optionally month, or month and day) is covered by this data set? Not Applicable

	What is the status of the data set (complete, in progress, or planned)? Not Applicable
3	Data Source Name CHARACTERISTICS OF RESIDENTS List the name of the organization or individual who originated the data set. Jesus Andrade, Senior Housing Specialist of OHA, provided the data Provide a brief summary of the data set. The data set information are more current information based on the PIC system. What was the purpose for developing this data set? N/A How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? N/A What time period (provide the year, and optionally month, or month and day) is covered by this data set? N/A What is the status of the data set (complete, in progress, or planned)? N/A
4	Data Source Name Race of Residents NA - 35 List the name of the organization or individual who originated the data set. Jesus Andrade, Senior Housing Specialist of OHA, provided attached information Provide a brief summary of the data set. This data is more accurate than default data. What was the purpose for developing this data set? This data is more accurate than default data. How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? N/A What time period (provide the year, and optionally month, or month and day) is covered by this data set? N/A What is the status of the data set (complete, in progress, or planned)? N/A

5	Data Source Name Ethnicity of Residents NA - 35
	List the name of the organization or individual who originated the data set. Jesus Andrade, Sneior Housing Specialist, of OHA provided the attached information.
	Provide a brief summary of the data set. This information is more accurate than the default data.
	What was the purpose for developing this data set? This data is more accurate than the default data.
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? N/A
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? N/A
	What is the status of the data set (complete, in progress, or planned)? N/A

City of Oxnard

Citizen Participation Plan

Proposed to be Amended July 10, 2018

DRAFT

Prepared by:

City of Oxnard – Housing Department – Grants Management

435 South D Street, Oxnard, California, 93030



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Introduction

Pursuant to Title 24, Code of Federal Regulations, Part 91.105, HUD entitlement cities are required to adopt a citizen participation plan. Subsection (a) requires that citizen participation plans adopted prior to August 17, 2015 need to incorporate newer provisions of the 24 CFR 91.105. The City of Oxnard originally adopted its Citizen Participation Plan on October 18, 1994. On July 25, 2000 the original document was amended. This amended Citizen Participation Plan will incorporate provisions to comply with 24 CFR 91.105.

Purpose of the Citizen Participation Plan (CPP)

The Citizen Participation Plan sets forth the policies and procedures for citizen participation in the development of the City of Oxnard (City) Consolidated Plan and Annual Action Plan, any substantial amendments to these plans and the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER), and the Assessment of Fair Housing (AFH), in coordination with the Oxnard Housing Authority (OHA).

The City shall provide the public with a reasonable opportunity to comment on the original Citizen Participation Plan and any amendments thereto. Amendments to the Citizen Participation Plan may be considered substantial or less than substantial as determined by the City based on the nature of the amendment and applicable HUD regulations. The 2018 amendment to the Citizen Participation Plan is substantial.

Encouragement of Citizen Participation

A key component of the Citizen Participation Plan is that it must provide for and encourage citizen participation, especially by low- and moderate-income persons, and in particular those persons living in areas designated by the City as a revitalization area or in a slum or blighted areas and residents of predominantly low- and moderate-income neighborhoods, and where CDBG funds are proposed to be used.

The City shall explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods. Efforts must be taken to encourage the participation of all its citizens, including minorities and non-English speaking persons, and persons with disabilities.

Consolidated Plan and Annual Action Plan Preparation

The Citizen Participation Plan addresses the preparation cycles for the Oxnard Consolidated Plans and Annual Action Plans.

The U.S. Department of Housing and Urban Development (HUD) requires a community receiving funding under Community Planning and Development formula grant programs to submit to HUD a multi-year consolidated plan and annual action plan.

The consolidated plan is a program and funding implementation plan combined in one document that states the City of Oxnard's goals and objectives for housing and community planning and development. In addition, a community must have a consolidated plan approved by HUD before receiving funds under the formula grant programs; Community Development Block Grant (CDBG), including activities under Section 108, such as guaranteed loan funds, Emergency Shelter Grants (ESG), HOME Investment Partnerships (HOME), and Housing Opportunities for Persons With Aids (HOPWA).

The consolidated plan is typically a five-year strategic plan to address unmet public service and housing needs of low-income persons and families within the City. For each of the five years, an annual action plan is developed in preparation for the subsequent grant year which identifies specific activities, goals and funding allocations.

Environmental Reviews

The City maintains a written record of the environmental review undertaken for every project or program receiving federal funds from HUD. This environmental review record is available for public inspection. Certain projects require publication of specific actions or findings, which include a description of the activity, its location, and identification of any measures required to mitigate potentially significant adverse effects. Public comment periods are included in the review process as prescribed by NEPA and 24 CFR Part 58.

Citizen Participation for Section 108 Loan Guarantee Program

In accordance with Section 108 regulations, Subpart M-Loan Guarantees, 24 CFR 570.704, the City will comply with the following pre-submission and citizen participation requirements before submitting an application for Section 108 loan guarantee assistance to HUD. These requirements will also apply to the submission of an Economic Development Initiative (EDI), and Brownfield Economic Development Initiative (BEDI) application.

- The City will develop a proposed application to include the community development objectives and activities the City proposes to pursue and carry out with the Section 108 funds. Each activity will be described in sufficient detail, including the provision under which the project is eligible, the national objective it meets, the amount of funds expected to be used, and the activity's location to allow citizens to determine the degree to which they will be affected. The proposed application will also indicate which activities will generate program income and where citizens may obtain additional information about proposed activities. The proposed application will also include a description of the pledge of grants required under 24 CFR 570.705(b)(2).
- The City will also publish a public notice which will include its proposed application so as to give affected citizens an opportunity to examine the application's contents and to make comments. The public notice will also advise citizens on how and where to submit comments as well as notify citizens of when and where a public hearing will be held at which they can provide further input on the proposed application. The public notice will be published at least 30 calendar days in advance of the public hearing.
- A minimum of two (2) public hearings, held at different stages of the Consolidated Plan citizen participation process, will be held for the purpose of obtaining the views of citizens and formulating or responding to proposals and questions. At least one of these hearings will be held before submission of a Section 108 application to HUD to obtain the views of citizens on community development and housing needs. At the hearing, each activity will be described in sufficient detail including: the provision under which the project is eligible, the national objective to be met, the amount of funds expected to be used, and the activity's location so that citizens can determine the degree to which they will be affected. Citizens will have up to 30 calendar days and including the day of the public hearing to comment.
- Once the City has published the public notice and held the public hearing, the City will determine if the proposed application needs to be modified, based on comments and views received, before submitting the application to HUD. Upon completion, the final application will be made available to the public at the City Clerk's office.

Assessment of Fair Housing Plan/Analysis of Impediments Revisions and Administrative Updates (AFH/AI)

The City shall provide community residents with reasonable notice and an opportunity to comment on revisions to the AFH/AI, as specified under 24 CFR 5.164.

The City has determined that an AFH/AI revision is necessary when:

- The material change in circumstances affects the information on which the AFH/AI is based;
- The analysis, fair housing contributing factors, or the priorities and goals of the AFH/AI no longer reflect actual circumstances.

The City will provide affected citizens a period of not less than 30 calendar days to make comments on a significant AFH/AI revision before it is implemented. Acceptable methods of meeting the citizen participation requirements include:

- Publication of the availability of the substantial change(s) in a local newspaper. The publication will provide a link to a City Housing Department web page which will provide more detailed information on the significant revision(s) and how to provide comments.
- Publication of any proposed change shall appear in a local newspaper whose primary circulation is within the area serving the community of affected citizens;
- Advertisement of the availability of the proposed change on the City's website;
- Posting notices in public buildings within the City, which include, but are not limited to, public libraries; or
- Holding meetings with citizens' advisory groups within the area affected by the significant revision.

Notification to the public shall advise citizens of how and where to submit comments on the proposed changes. A summary of these comments, and a summary of comments not accepted and the reasons therefore, shall be attached to the significant revision that is submitted to HUD.

Access to Meetings for Persons with Disabilities and Non-English Speaking Persons

The Citizen Participation Plan shall provide for and encourage participation by all citizens, including minorities, non-English speaking persons, and persons with mobility, visual, or hearing impairments. Persons with disabilities needing special assistance to participate in the meetings shall contact the City Clerk's Office at least ten (10) days prior to the meeting for special accommodations as to mobility, visual or hearing impairments.

To accommodate non-English speaking persons, a Spanish interpreter shall be provided at each hearing and other translators may be made available upon request with at least ten (10) business days' notice. Requests can be made by email grantsmanagement@oxnard.org or by telephone to Housing Department, Grants Management Division, at (805) 385-7959.

Public Outreach and Access

The consolidated plan and annual action plan development processes shall include consultation with organizations that provide community services, public and private organizations,

community based organizations, faith based organizations, philanthropic organizations, businesses and developers.

Commencing with consolidated plans submitted on or after January 1, 2018, consultations must occur with broadband internet service providers, organizations engaged in narrowing the digital divide, agencies that manage flood prone areas, public land or water resources, and emergency management agencies.

Citizens are encouraged to participate in an advisory role in the planning, implementation, and assessment of the projects recommended under the plan(s).

Notices of public hearings meetings will be sent to members of the Inter-Neighborhood Council Organization (INCO) and the presidents of the public housing tenant advisory councils.

Funding Recommendations

Prior to the adoption of the Consolidated Plan and/or Annual Action Plan by the City Council, the following information shall be made available to citizens, public agencies and other interested parties:

- Grant funds that will be available or anticipated to be available for the proposed plan (including program income).
- Range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income.

A summary of the proposed Consolidated Plan and/or Annual Action Plan shall be published in at least one newspaper of countywide circulation and the announcement will also appear in at least one Spanish language newspaper of general circulation. Public service announcements may also be provided for local radio stations. The summary shall describe the plans and purpose of the plan(s) and include a list of the locations where copies of the entire plan(s) may be examined. As a minimum, digital or hard copies of the proposed plan(s) shall be available for public review at the main Oxnard Public Library, City Clerk's Office and the City's Housing Department offices on 435 South D St., Oxnard, CA.

The Consolidated Plan and/or Annual Action Plan and the Activities to be funded shall be made available on the City's Housing Department, Grants Management web page.

The Consolidated Plan and/or Annual Action Plan shall be made available for public comments for a minimum of 30 days prior to submission to HUD.

Written comments can be mailed to Grants Manager, City of Oxnard Housing Department, 435 South D St., Oxnard, CA 93030 or emailed to grantsmanagement@oxnard.org.

Displacement of Persons

The Citizen Participation Plan must, as required by 24 CFR Part 91, Section 91.105, "set forth the jurisdiction's plans to minimize displacement of persons and to assist any persons displaced...."

The City will pursue projects which promote affordable housing, i.e., new construction and rehabilitation, which will not dislocate persons or families. (Some temporary relocation may be required for rehabilitation projects). If permanent relocation is necessary (due to the acquisition of an occupied residence planned for major reconstruction or demolition, etc.), the City will comply with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as amended, which establishes types and levels of assistance required depending upon the circumstances. Certification of compliance is included in the City of Oxnard Consolidated Plan.

The City has on file its Residential Anti-displacement and Relocation Assistance Plan as required under Section 104(d) of the Housing and Community Development Act of 1974, as amended, which pertains to any activity assisted with funding under the CDBG, ESG or HOME programs.

Public Hearings

The public hearings will be held at City of Oxnard Council Chambers and/or in facilities in or adjacent to low/moderate income neighborhoods. Public hearings may be scheduled during the evening to ensure the maximum attendance by residents.

The City shall hold a minimum of two public hearings per plan year (fiscal year). The purpose of the hearings is to obtain public comments, to address housing and community development needs, and to outline the development of proposed activities, to address the unmet needs of low-and moderate-income persons regarding housing, community and economic development and public services.

The first hearing may be held in facilities in or adjacent to low/moderate income neighborhoods or City Council Chambers. The purpose of this initial hearing is to obtain the public comments on housing and community development needs, including priority non-housing community development needs. This meeting is mandatory for all applicants recommended for funding.

An optional public hearing may be held to solicit public comment on activities which could be implemented to address the unmet needs identified at the first public hearing but prior to the adoption of the proposed plan by the City Council. The purpose of this hearing is to obtain citizens' comments on proposed activities and funding allocations.

The final public hearing will be held to obtain citizens' comments on proposed activities and to present the Consolidated Plan and/or the Annual Action Plan to the City Council for adoption. The final hearing shall be held in the City Council Chambers.

The hearings shall be announced in at least one newspaper of general circulation in English. The announcement will also appear in at least one Spanish language newspaper of general circulation. The hearings may also be announced as a public announcement on radio stations as appropriate and announced through an informational flyer distributed/posted by Housing Authorities, public service and other organizations. At least one Spanish language radio station may be informed and the flyer will be prepared in Spanish. The announcement for the public hearings will also be e-mailed, or mailed upon request to the current list of HUD partners, sub-recipients and other interested parties in the City of Oxnard.

Technical Assistance

The City shall provide, upon request, technical assistance to organizations and individuals representative of low- and moderate-income residents wishing to develop proposals for

funding assistance under any of the programs covered by the Consolidated Plan. The City shall determine the level and type of assistance consistent with HUD policies and questions.

Amendments to the Plan

The City shall amend its approved Consolidated Plan and/or Annual Action Plan if:

- a change in its allocation priorities or a change in the method of distribution of funds occurs;
- a decision to carry out an activity using funds not previously described in an action plan covered by the consolidated plan (including program income, reimbursements, repayment, recaptures, or reallocations from HUD); or
- a change in the purpose, scope, location, or beneficiaries of an activity occurs.

Amendments will be considered substantial changes and require official action if;

- grant funds are allocated to a new activity for the first time;
- a funding increase in a current activity, or a change in the use of funding from one eligible activity to another, of more than \$100,000 in CDBG or HOME funding, or more \$30,000 in ESG funding; or if,
- a funded activity is cancelled during the program year.

Changes which are less than substantial are changes which represent less than the amounts listed above, and which do not have a significant impact on the project's purpose, scope, location, or beneficiaries. If an activity is not funded in the current year, but is the same or similar to an activity funded in another program year, and the addition is less than amounts above, and there is no significant change in the project (purpose, scope, location, or beneficiaries), it is not considered a substantial change. The authorized City official may approve changes which are less than substantial.

Reallocation of funding among program years and/or rollover of unused funds from one program year to the next is not considered a substantial change.

Program income will be allocated consistent with the Annual Action Plan and with HUD requirements. If program income is greater or less than the approved annual amount it will be cause for an amendment or an increase to funds available in subsequent year.

The City must submit a copy of each amendment to HUD. HUD allows amendments as they occur or at the end of the program year. Letters transmitting copies of amendments must be signed by the official representative of the City authorized to take such action.

Substantial amendments of the Consolidated Plan or Annual Action Plan will require a Public Hearing and City Council approval. Notice of public hearing will be posted on City's Housing

Department, Grants Management Division webpage and noticed in a newspaper of general circulation a minimum of 30 days prior to implementation. A public hearing will be held to obtain citizens' comments on the proposed substantial amendment and to present the substantial amendment to the City Council for adoption.

Consolidated Annual Performance and Evaluation Report (CAPER)

The City will prepare the CAPER as required at the close of the grant year which shall be made available for public comment for a minimum of 15 days prior to submission to HUD.

Public comments will be considered and responded to as appropriate with a summary of the comments attached to the CAPER for submittal to HUD.

Availability of Documents

The Consolidated Plan, Annual Action Plans, substantial amendments, CAPER and the Citizen Participation Plan will be available to the public, including the availability of materials in a form accessible to persons with disabilities, upon request.

The Consolidated Plan, Annual Action Plans, CAPER, the Citizen Participation Plan and the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as amended, will be available for review at the City of Oxnard Housing Department, 435 South D St., Oxnard, CA during working hours.

Citizen Participation Coordinator

The Citizen Participation Coordinator shall be a member of Grants Management Division staff in the Housing Department of the City of Oxnard.

The Citizen Participation Coordinator shall make past and present programmatic and funding information available to citizens during all phases of the HUD Community Planning and Development Program cycle, upon request.

Comments and Complaints

The City shall consider all verbal or written comments or views of citizens received at the public hearings in preparing the final Consolidated Plan, Annual Action Plans, amendments to these plans, Section 108 Loan applications, CAPER or the Citizen Participation Plan.

A summary of these comments or views shall be attached to the final Consolidated Plan, amendment to the Plan, CAPER or Citizen Participation Plan and submitted to HUD as appropriate.

The City shall respond in a timely manner, within 15 days where practical, to all written complaints, grievances and requests for information about the Consolidated Plan.

Written comments, complaints and/or grievances can be submitted to Housing Director, City of Oxnard Housing Department, 435 South D St., Oxnard, CA 93030.

Contingency Plan in the Event of an Emergency/Disaster

In the event of an emergency or disaster that presents a serious and immediate threat to the health and welfare of the citizens of the City, the noticing requirements for public hearings shall be reduced to ten calendar days.

Reprogramming of funds in the event of such an emergency will require approval by the City Council when they are in session or ratification of the reallocation when the City of Council is in recess.

ATTACHEMENT to Proposed Amended Citizen Participation Plan, July 10, 2018

Current CITIZEN PARTICIPTION PLAN, originally adopted by City Council on October 18, 1994, amended by City Council on July 25, 2000

CITY OF OXNARD CITIZEN PARTICIPATION PLAN CONSOLIDATED PLAN

Introduction

The U.S. Department of Housing and Urban Development (HUD) required a community receiving funding under Community Planning and Development formula grant programs to submit to HUD a multi-year Consolidated Plan and Annual Action Plan component. The Consolidated Plan is a program and funding implementation plan combined in one document, and states the City's objectives for housing and community planning and development. The formula grant programs include Community Development Block Grant (CDBG), including activities under Section 108, such as guaranteed loan funds, Emergency Shelter Grants (ESG), HOME Investment Partnerships (HOME), and Housing Opportunities for Persons With Aids (HOPWA). In addition, a community must have a Consolidated Plan approved by HUD before receiving funds under a variety of other programs including, but not limited to, the following: the HOPE Public Housing programs; Supportive Housing for the Elderly (Section 202); Single-Room Occupancy Housing (SRO); Shelter Plus Care; John Heinz Neighborhood Development; and, Lead-Based Paint Hazard Reduction.

An important component in the preparation of the Consolidated Plan is a Citizen Participation Plan (CP Plan), which must be adopted by City Council. The CP Plan must assure participation by all citizens will be encouraged including minorities, non-English speaking persons, and persons with mobility, visual, or hearing impairments. The CP Plan is also designed to specifically encourage participation in the development of the Consolidated Plan by low- and very-low income persons, especially in blighted areas, and by persons in areas proposed to receive CDBG funded programs.

The Oxnard CP Plan consists of the following elements:

Public Outreach and Access

- Prior to the adoption of the Consolidated Plan by City Council the following information shall be made available to citizens, public agencies and other interested parties.
 - Amount of funds available for the proposed plan
 - Range of activities that may be undertaken
 - Activities and funds that will benefit person of low- and very-low income
 - Plans to minimize displacement of persons and to assist any persons displaced.
- A summary of the proposed Consolidated Plan shall be published in one or more newspapers of general, local circulation. The summary shall describe the contents and purpose of the plan and include a list of the locations where copies of the entire plan may be examined. At a minimum, copies of the plan shall be available for public review at the Oxnard Public Library and City Clerk's Office.

- The Consolidated Plan and amendments to the plan shall be made available for public comment for a minimum of 30 days prior to submission to HUD.
- The Consolidated Annual Performance and Evaluation Report (CAPER) shall be made available for public comment for a minimum of 15 days prior to submission to HUD.
- Citizens shall be notified of the availability and given a reasonable opportunity to examine the adopted Consolidated Plan, any amendments, and its CAPER.
- The Housing Director shall be notified about housing and community development plan activities relating to the Oxnard Housing Authority development and surrounding communities.
- The City shall provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the City's Consolidated Plan and the City's use of assistance under the programs covered by the plan during the preceding multi-year or single year planning process.

Public Hearings

- The City shall hold a minimum of two public hearings per program (Fiscal) year. The purpose of the hearings is to obtain public comments, to address housing and community development needs, and to outline the development of proposed activities.

One of these hearings must be held prior to the time that a public notice is published inviting comments on the proposed Consolidated Plan. The purpose of this initial hearing is to obtain the public comments on housing and community development needs, including priority non-housing community development needs. The second hearing shall be held prior to adoption of the Consolidated Plan and/or Annual Action Plan by the City Council.

- The first hearing may be held in facilities in or adjacent to low/moderate income neighborhoods or City Council Chambers. The second hearing presenting the Consolidated Plan shall be held in the City Council Chambers.
- The hearings shall be scheduled at times to ensure the maximum attendance by residents. Persons with disabilities needing special assistance to participate in the meetings shall contact the City Clerk's Office at least 72 hours prior to the meeting to mobility, visual or hearing impairments shall be accommodated. A Spanish language translator shall be provided at each hearing and other translators may be made available upon request.
- Notices of the hearings shall be sent to members of the Inter-Neighborhood Council Committee (INCC) and the presidents of the public housing tenant advisory councils.

Technical Assistance

The City shall provide, upon request, technical assistance to organizations and individuals representative of low- and moderate-income residents wishing to develop proposals for funding assistance under any of the programs covered by the Consolidated Plan. The City shall determine the level and type of assistance consistent with HUD policies and questions.

Comments and Complaints

- The City shall consider any comments or views of citizens received in writing or orally at the public hearings in preparing the final Consolidated Plan, amendment to the Plan, or CAPER.

A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefore, shall be attached to the final Consolidated Plan, amendment to the Plan, or CAPER.

- The City shall respond in a timely manner, within 15 days where practical, to all written complaints, grievances and requests for information about the Consolidated Plan.
- The City shall amend the Consolidated Plan when there is a substantial change, defined as follows:
 - A change of 25 percent of an annual grant amount; or
 - A change in an activity's address, where activity is defined as any program or project identified in the Annual Action Plan with an allocated dollar amount.

Adoption of the CP Plan

The City shall provide the public with a reasonable opportunity to comment on the original CP Plan and any amendments thereto, and shall make the CP Plan available. The CP Plan will be made available in other formats for persons with disabilities upon request.

Originally adopted by City Council on October 18, 1994. Modifications adopted by City Council on July 25, 2000.

CITY OF OXNARD

2018 ANNUAL ACTION PLAN (AAP)

FUNDING RECOMMENDATIONS

FISCAL YEAR 2018-2019

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

CDBG AVAILABLE RESOURCES

FY 2018-19 HUD Allocation	\$ 2,502,719
Program Income	\$ 100,000
Reprogram PY Resources	\$ 131,000
<u>TOTAL CDBG GRANT RESOURCES</u>	<u>\$ 2,733,719</u>

CDBG EXPENDITURES

RECIPIENT DEPT/DIV-ORGANIZATION PROGRAM NAME

ADMINISTRATION-20%

Housing Department-Grants Management	CDBG Administration & Planning	\$546,744
--------------------------------------	--------------------------------	------------------

PUBLIC SERVICES- not more than 15%

Oxnard Housing Department - Fair Housing	Fair Housing Program	\$89,071
Community Action of Ventura County	Oxnard Transition Center for the Homeless	\$42,900
Livingston Memorial Visiting Nurses Association	Subsidized Care	\$27,300
Oxnard Recreation Department	Colonia Gym	\$43,800
Oxnard Recreation Department	Colonia Boxing Gym	\$20,000
Oxnard Recreation Department	Police Activities League	\$40,500
American Diabetes Association	Diabetes Prevention Program for Children-Project Power Up	\$18,500
Boys and Girls Club	After School Program at Pleasant Valley Village Community Center	\$18,500
Oxnard Recreation Department	Senior Technology	\$21,800
County of Ventura- HSA	RAIN TLC Bridges To Home	\$22,700
El Centrito Family Learning Centers	Literacy- Integrated After School & Summer STEAM Academy	\$15,000
Ventura County Community Development Corp.	Changing Lives Through Homeownership	\$15,000
Total Public Services Projects		\$375,071

DIRECT BENEFITS

Oxnard Development Service Department	Code Compliance	\$200,000
Oxnard Fire Department	Enhanced Medical Services	\$170,000
Oxnard Fire Department	Operations Chief Mobile Command Vehicle	\$120,000
Oxnard Fire Department	Fire Station Generators	\$150,000
Oxnard Housing Department-AHRD	Housing Services	\$230,000
Oxnard Housing Department	Homeless Shelter Building Improvements	\$200,000
Oxnard Housing Department	1450 S Rose Ave Building Improvements	\$149,669
Oxnard Park Department	Community Center East Park Improvement	\$450,000
Oxnard Public Works	Colonia Road Improvement	\$107,248
Cabrillo Economic Development Corporation	Etting Road Off-site Improvements	\$34,987
Total Direct Benefits Projects		\$1,811,904

TOTAL CDBG GRANT EXPENDITURES \$2,733,719

HEARTH EMERGENCY SOLUTIONS GRANT (HESG)

<u>RECIPIENT DEPT/DIV-ORGANIZATION</u>	<u>PROGRAM NAME</u>	
Housing Department-Grants Management	ESG Administration & Planning (7.5%)	\$14,741
Community Action of Ventura County	Street Outreach	\$29,075
County of Ventura Human Services Agency	Homeless Prevention	\$14,459
County of Ventura Human Services Agency	Rapid Re-Housing	\$20,490
Society of Saint Vincent de Paul	Street Outreach	\$10,000
Society of Saint Vincent de Paul	Rapid Re-Housing	\$14,465
Society of Saint Vincent de Paul	Homeless Prevention	\$14,465
The Kingdom Center	Oxnard Emergency Shelter	\$30,000
Turning Point Foundation	Mentally Ill Emergency Shelter	\$48,854
TOTAL ESG GRANT EXPENDITURES		\$196,549

HOME INVESTMENT PARTNERSHIP (HOME)**HOME AVAILABLE RESOURCES**

FY 2018-19 HUD Allocation	\$791,219
Program Income	\$125,000
Reprogram PY Resources	\$0
TOTAL HOME GRANT RESOURCES	\$916,219

Housing Department-Grants Management	HOME Administration & Planning (10%)	\$91,622
Oxnard Housing Department AHRD	Affordable Housing	\$465,461
Community Housing Development Organization	Cabrillo Economic Development Corporation*	\$359,136
TOTAL HOME GRANT EXPENDITURES		\$916,219

ENTITLEMENTS GRAND TOTAL **\$3,846,487**

*Note: Funding would be conditioned upon the developer meeting all HOME program requirements and reaching specific milestones, including but not limited to: completion of NEPA Environmental Review; receiving commitments of all other necessary financing; and starting and completing construction within HUD's required timeframe.

HUD Entitlement Allocations

Five Year Summary

	2014	2015	2016	2017	2018
CDBG	\$2,145,231	\$2,131,803	\$2,201,149	\$2,183,330	\$2,502,719
HOME	\$638,502	\$561,174	\$595,832	\$532,053	\$791,219
ESG	\$177,570	\$191,219	\$191,905	\$198,164	\$196,549
TOTAL	\$2,961,303	\$2,884,196	\$2,988,886	\$2,913,547	\$3,490,487

MEMO



DATE: May 24, 2018

TO: Whom this may concern

FROM: Arturo Casillas, Housing Director

A handwritten signature in blue ink, appearing to be "Arturo Casillas", written over the name in the "FROM" field.

SUBJECT: 2018-19 HUD Funding Recommendation and Notice of Second Public Hearing

The funding recommendations for FY 2018-19 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and HEARTH Emergency Solutions Grant (HESG) as well as the draft of the Annual Action Plan will be available on the City's website by June 8, 2018 at: <https://www.oxnard.org/city-department/housing/grants-management/>

A public hearing will be conducted on July 10, 2018 at 6:00 pm or thereafter at the Oxnard City Chambers, located at 305 West Third Street, Oxnard, CA 93030.

ATTENDANCE IS RECOMMENDED FOR ALL APPLICANTS WHOSE PROJECT(S) HAVE BEEN RECOMMENDED FOR FUNDING.

The new 2018 HUD allocation was announced on or about May 1, 2018. The actual funding award for each activity will be determined by City Council action at the July 10, 2018 meeting. Notices of fund awards will be mailed out by Grants Management Division within 30 days after the July 10, 2018 meeting.



Certificate of
Publication

In Matter of Publication of:

CITY OF OXN/GRANTS MGMT
CITY OF OXN/GRANTS MGMT
435 S D ST

OXNARD, CA 93030

State of California)
))§
County of Ventura)

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

June 9, 2018

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

Dated this June 11, 2018; in Green Bay, Wisconsin, County of Brown.



Legal Clerk

CITY OF OXNARD

**NOTICE OF 30-DAY PUBLIC REVIEW OF THE 2018 ANNUAL ACTION PLAN
2nd AMENDMENT OF THE 2013-18 CONSOLIDATED PLAN EXTENDING
THE PLAN FOR AN ADDITIONAL TWO PLAN YEARS, 2018 AND 2019, AND
AMENDED CITIZENS PARTICIPATION PLAN**

NOTICE IS HEREBY GIVEN that the City of Oxnard City Council (Council) will conduct a public hearing on Tuesday, July 16, 2018, at 6:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 305 West Third Street, Oxnard, California.

NOTICE IS HEREBY FURTHER GIVEN that the purpose of the hearing is to receive public comments and input prior to the 2018 Annual Action Plan (AAP), the 2nd Amended 2013-18 Consolidated Plan (Extending the Plan for an Additional Two Plan Years, 2018 and 2019) (CompPlan), and amended Citizens Participation Plan (CPP). The publication of this notice is the beginning of the 30-day public review period required by the Citizens Participation Plan and 24 CFR 91.105(b)(2). The public review and written comment period begins on June 8, 2018, and concludes on July 16, 2018.

The Council will consider authorizing the Housing City Manager or his designee to electronically submit the amended CompPlan and AAP to the U.S. Department of Housing and Urban Development (HUD) on or before August 16, 2018, as required by HUD.

BACKGROUND
Each year, the City has participated in entitlement grant programs funded by HUD: the Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), and HEALTH Emergency Solutions Grant (HESG) Program.

2018 HUD ALLOCATIONS

CDBG	\$ 2,502,719
HOME	\$ 791,219
HESG	\$ 196,549

2nd AMENDMENT TO CONSOLIDATED PLAN (EXTENDING THE PLAN FOR AN ADDITIONAL TWO PLAN YEARS, 2018 AND 2019) (CompPlan)

To receive the entitlement grant funds, the City is required to adopt and submit to HUD a consolidated plan every three to five years; the current City Consolidated Plan is the Plan Year 2013-18 (FY 2013-18). HUD encouraged the City to submit a 2018-2019 CompPlan to allow the City time to identify planning cycle with the VC CompPlan. HUD reported the City a two-year extension to its 2013-2018 CompPlan, so that the VC CompPlan would occur with the August cycle for Plan Year 2020-2024. The two-year extension is in accordance with 24 CFR 91.13(b)(2) and (3), 91.20 and 91.20(b).

The City's community development priorities and multi-year goals will remain the same based on an assessment of housing and community development needs, an analysis of goals and objectives for the two additional years. To meet the City's community needs, the Council is guided by three goals:

- Provide decent housing by preserving and increasing the affordable housing stock, by increasing the supply of supportive housing to people with special needs, by assisting homeless persons and families with shelter and housing services, especially with transitional and permanent housing using the homeless prevention and/or the rapid re-housing activities.
- Provide a sustainable environment through safer and livable neighborhoods, increased housing opportunities and continued improvements (public facilities and public improvements) in low- and moderate-income areas throughout the City.
- Provide economic opportunities through homeownership opportunities, more training for jobs paying the City's living wage, and the empowerment of low and moderate-income persons to achieve self-sufficiency.

CITIZENS PARTICIPATION PLAN (CPP)

As part of the consolidated plan development process, federal regulations 24 CFR Part 91, Subpart B, Citizen Participation and Consultation, requires that the City consult with community service providers, other jurisdictions, and other entities with an interest in or knowledge of the City's housing and non-housing community development needs and issues. The amended CPP reconciles with applicable regulations since last updated.

2018 ANNUAL ACTION PLAN (AAP)

The AAP sets forth the planned activities to accomplish the goals and objectives of the CompPlan. The City proposes to fund the activities of the 2018 AAP with the 2018 HUD allocation, grant and other resources as follows:

COMMUNITY DEVELOPMENT BLOCK GRANT

FY 2018-2019 Allocation	\$ 2,502,719
Estimated Program Income	\$ 100,000
Prior Year Resource	\$ 111,000
Total CDBG funding Available:	\$ 2,713,719

PROPOSED CDBG PROJECTS

Administration & Planning	\$ 346,744
Public Services Projects	\$ 110,053
Direct Benefit Projects	\$ 1,276,912
TOTAL PROPOSED CDBG ACTIVITIES/PROJECTS	\$ 2,733,719

HOME INVESTMENT PARTNERSHIP ACT

FY 2018-2019 Allocation	\$ 791,219
Estimated Program Income	\$ 183,000
Total HOME funding Available:	\$ 974,219

PROPOSED HOME PROJECTS

Administration & Planning	\$ 91,622
CDBG Set Aside (Minimum 15%)	\$ 137,431
Project/Programs	\$ 687,164
TOTAL PROPOSED HOME ACTIVITIES/PROJECTS	\$ 916,219

HEALTH EMERGENCY SOLUTIONS GRANT

FY 2018-2019 Allocation	\$ 196,549
Total HESG funding Available:	\$ 196,549

PROPOSED HESG PROJECTS

Administration & Planning	\$ 14,741
Shelter & Outreach (Up to 60%)	\$ 117,929
Homeless Prevention & Rental Re-Housing	\$ 63,879
TOTAL PROPOSED HESG ACTIVITIES/PROJECTS	\$ 196,549

TOTAL AVAILABLE RESOURCES

FY 2018-2019 Allocation	\$ 3,493,487
Estimated Program Income	\$ 225,000
Prior Year Resource	\$ 111,000
TOTAL AVAILABLE RESOURCES	\$ 3,846,487

Copies of the draft of the CompPlan, AAP, and the CPP will be available for public review at the following locations:

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

If you plan to attend the hearing, staff suggests that you contact the City Clerk's Office at (805) 385-7803 the Thursday prior to the scheduled date to confirm that the hearing has not been rescheduled. Persons with disabilities needing special assistance to participate in the hearing or persons requiring a translator, should also contact the City Clerk's Office at least 72 hours prior to the meeting.

For further information, contact Keel Briones, Grants Manager, at (805) 385-7493. Written comments may be addressed to the following:

City of Oxnard - Housing Department
Grants Management Division
455 South "D" Street
Oxnard, CA 93033



In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

CIUDAD DE OXNARD AVISO DE REVISIÓN
PÚBLICA DE 30 DÍAS DEL PLAN DE ACCIÓN
ANUAL 2018

STATE OF CALIFORNIA
 COUNTY OF VENTURA

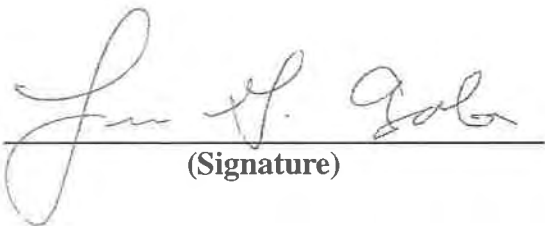
I Luis Ayala

hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit.

Jun 7, 2018

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California, on the

7th day of June 2018


 (Signature)

CIUDAD DE OXNARD
AVISO DE REVISIÓN PÚBLICA DE 30 DÍAS DEL
PLAN DE ACCIÓN ANUAL 2018;
2da. ENMIENDA DEL PLAN CONSOLIDADO PARA
2013-17 (EXTENDIENDO EL PLAN POR DOS AÑOS
DEL PLAN ADICIONALES, 2018 Y 2019); Y PLAN DE
PARTICIPACIÓN DE CIUDADANOS ENMENDADO

CON EL PRESENTE SE DA AVISO que el Concejo Municipal de la Ciudad de Oxnard (Concejo) llevará acabo una audiencia pública el **martes 10 de julio del 2018 a las 6:00 p.m.**, o tan pronto como sea posible, en la Cámara del Concejo Municipal, 305 West Third Street, Oxnard, California.

ADEMÁS, CON EL PRESENTE SE DA AVISO que el objetivo de la audiencia es recibir comentarios públicos sobre la aprobación del Plan de Acción Anual 2018 (AAP), la Segunda Enmienda al Plan Consolidado 2013-2017 (Extendiendo el Plan por dos años del plan adicionales, 2018 y 2019) (ConPlan) y el Plan de Participación de Ciudadanos Enmendado (PPC).

La publicación de este aviso es el comienzo del periodo de revisión pública de 30 días requerido por el Plan de Participación de Ciudadanos y 24 CFR 91.105 (b) (2). El periodo de revisión pública y comentarios escritos comienza el 8 de junio del 2018 y concluye el 10 de julio del 2018.

El Concejo considerará autorizar al Administrador Interino de la Ciudad o su designado a enviar electrónicamente el ConPlan y AAP al Departamento de Vivienda y Reurbanización de los Estados Unidos (HUD) antes de o el 16 de agosto de 2018, según lo requiera HUD.

ANTECEDENTES

Cada año, la Ciudad ha participado en programas de subvenciones patrocinados por HUD: Subvenciones en Bloque para el Desarrollo Comunitario (CDBG), HOME la Ley de Asociaciones de Capital (HOME) y el Programas de Subvenciones HEARTH para Soluciones Urgentes (HESG).

Alrededor del 1 de mayo de 2018, HUD asignó las siguientes cantidades a la Ciudad de Oxnard para el Año del Plan 2018:

ASIGNACIONES DE HUD 2018	
CDBG	\$ 2,502,719
HOME	\$ 791,219
HESG	\$ 196,549

2da. ENMIENDA AL PLAN CONSOLIDADO PARA 2013-18 (EXTENDIENDO EL PLAN POR DOS AÑOS DEL PLAN ADICIONALES, 2018 Y 2019) (ConPlan)

Para recibir los fondos de las subvenciones, se requiere que la Ciudad adopte y presente a HUD un plan consolidado cada tres a cinco años; el ConPlan actual de la Ciudad termina en 2018. Para el Plan del Año 2018 (FY 2018-19), HUD alentó a la Ciudad a considerar y coordinar un ConPlan unido al Plan Consolidado Regional del Condado de Ventura (VC ConPlan). HUD otorgó a la Ciudad una extensión de dos años para su ConPlan 2013-2017 para permitirle a la Ciudad ajustar su ciclo de planificación con el VC ConPlan, de modo que unirse al VC ConPlan ocurriría con el ciclo de 5 años para los años del plan 2020 -2024. La extensión de dos años está de acuerdo con 24 CFR 91.15 (b) (2) y (3), 91.20 y 91.200 (b).

Las prioridades de desarrollo comunitario de la Ciudad y los objetivos multianuales se mantendrán de acuerdo con una evaluación de las necesidades de vivienda y desarrollo comunitario, un análisis de las condiciones de vivienda y mercado económico y los recursos disponibles, excepto para enmendar sus metas y objetivos para los dos años adicionales. Para cumplir con las necesidades de la comunidad de la Ciudad, el ConPlan se guía por tres objetivos:

- Proveer viviendas dignas preservando y aumentando las viviendas asequibles, aumentando la oferta de viviendas de apoyo para personas con necesidades especiales, ayudando a las personas y familias sin hogar con servicios de alojamiento y vivienda, especialmente con viviendas de transición y permanentes utilizando la prevención de personas sin hogar y / o las actividades de reubicación rápida.
- Proporcionar un entorno de vida adecuado a través de vecindarios más seguros y habitables, mayores oportunidades de vivienda y mejoras continuas (instalaciones públicas y mejoras públicas) en vecindarios de áreas de ingresos bajos y moderados.
- Proporcionar oportunidades económicas a través de oportunidades de propiedad de vivienda, más preparación para trabajos que pagan los salarios dignos de la Ciudad y el empoderamiento de personas de ingresos bajos y moderados para lograr la autosuficiencia.

PLAN DE PARTICIPACIÓN DE CIUDADANOS (CPP)

Como parte del proceso de desarrollo del plan consolidado, las regulaciones federales 24 CFR Parte 91, Sub-parte B, Participación de Ciudadanos y Consulta, requieren que la Ciudad consulte con proveedores de servicios comunitarios, otras jurisdicciones y otras entidades con interés o conocimiento de las viviendas de la Ciudad y las necesidades y problemas de desarrollo de la comunidad que no tengan que ver con las viviendas. El CPP enmendado se concilia con las regulaciones aplicables desde la última actualización.

PLAN DE ACCIÓN ANUAL 2018 (AAP)

El AAP establece las actividades planificadas para lograr las metas y objetivos del ConPlan. La Ciudad propone financiar las actividades del AAP de 2018 con las asignaciones de HUD del 2018, los ingresos del programa y los recursos del año anterior, de la siguiente manera:

SUBVENCIONES EN BLOQUE PARA EL DESARROLLO COMUNITARIO

Asignación FY 2018-2019	\$ 2,502,719
Ingreso estimado del programa	\$ 100,000
Recurso del año anterior	\$ 131,000
Total de fondos de CDBG Disponible:	\$ 2,733,719

PROYECTOS PROPUESTOS DE CDBG

Administración y planificación	\$ 546,744
Proyectos de servicio público	\$ 410,058
Proyectos de beneficios directos	\$ 1,776,917
TOTAL DE ACTIVIDADES/PROYECTOS DE CDBG PROPUESTOS	\$ 2,733,719

HOME LA LEY DE ASOCIACIONES DE CAPITAL

Asignación FY 2018-2019	\$ 791,219
Ingreso estimado del programa	\$ 125,000
Total de fondos de HOME Disponible:	\$ 916,219

PROYECTOS PROPUESTOS DE HOME

Administración y planificación	\$ 91,622
CHDO** Set Aside (Mínimo de 15%)	\$ 137,433
Proyectos/Programas	\$ 687,164
TOTAL DE ACTIVIDADES /PROYECTOS DE HOME PROPUESTOS	\$ 916,219

** CHDO significa Organización de Desarrollo de Vivienda Comunitaria

PROGRAMAS DE SUBVENCIONES HEARTH PARA SOLUCIONES URGENTES

Asignación FY 2018-2019	\$ 196,549
Total de fondos HESG Disponible:	\$ 196,549

PROYECTOS DE HESG PROPUESTOS

Administración y planificación	\$ 14,741
Refugio y alcance (Up to 60%)	\$ 117,929
Prevención sin hogar y reubicación rápida	\$ 63,879
TOTAL DE ACTIVIDADES/PROYECTOS DE HESG PROPUESTOS	\$ 196,549

TOTAL DE RECURSOS DISPONIBLES

Asignación FY 2018-2019	\$ 3,490,487
Ingreso estimado del programa	\$ 225,000
Recurso del año anterior	\$ 131,000
	\$ 3,846,487

COMENTARIOS PÚBLICOS

Copias del borrador del ConPlan, AAP y el CPP estarán disponibles para revisión pública en las siguientes establecimientos:

Biblioteca Principal de la Ciudad de Oxnard
251 South "A" Street

Oficina del Secretario Municipal de la Ciudad de Oxnard
305 West Third Street, primer piso

Departamento de Vivienda de la Ciudad de Oxnard
435 South "D" Street

Si planea asistir a la audiencia, el personal le sugiere que se comunique con la Oficina del Secretario Municipal al (805) 385-7803 el jueves anterior a la fecha programada para confirmar que la audiencia no ha sido reprogramada. Las personas con discapacidades que necesitan asistencia especial para participar en la audiencia, o las personas que requieren un traductor, también deben comunicarse con la Oficina del Secretario Municipal al menos 72 horas antes de la junta.

Para obtener más información, comuníquese con Roel Briones, Administrador de Subvenciones, al (805) 385-7493. Comentarios por escrito deben dirigirse a:

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



Published VCVN: 6/07/18

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CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: July 10, 2018

TO: City Council

THROUGH: Alexander Nguyen
City Manager

FROM: Scott Whitney
Police Chief

SUBJECT: 2018/2019 Agreement with Ventura County Animal Services (VCAS) for
Sheltering of Animals (5/10/5)

CONTACT: Scott Whitney, Police Chief
Scott.Whitney@OxnardPD.org, (805) 385-7624

RECOMMENDATION:

That City Council:

1. Receive a report from staff on animal safety services within the City.
2. Approve and authorize the Mayor to execute a one year-agreement A-8082 with the County of Ventura's Public Health Agency for animal sheltering services, in an amount not to exceed \$1,948,039.12 for Fiscal Year 2018-2019.

BACKGROUND

The attached animal services agreement (Attachment A) with the County of Ventura Animal Services (VCAS) would replace the existing agreement.

Under the terms of agreement A-8082 (the "Agreement"), VCAS shall provide the following shelter services: impoundment, boarding, quarantine, veterinary services, euthanasia services, over-the-counter animal license sales, animal adoptions, and disposal of dead animals. Impounded animals will be vaccinated and provided necessary care, food, and shelter in accordance with the provisions of state law. The animal's picture will be posted on the VCAS website as soon as practicable to assist the City's residents in reclaiming a missing pet.

Agreement with Ventura County Animal Services (5/10/5)

July 10, 2018

Page 2

The City entered into an agreement with VCAS in FY 17-18 for services including animal shelter, as well as statutory and regulatory issues such as rabies control, and other mandates for local animal control. Under the FY 17-18 contract, costs are distributed amongst eight (8) Ventura County cities, including Oxnard and unincorporated areas of Ventura County. The costs are based on VCAS operating and administrative costs, licensing costs, and field staff services.

On June 5, 2012, the Ventura County Board of Supervisors reorganized VCAS, making it a division in the County's Public Health Agency. On June 12, 2013, the Ventura County Board of Supervisors adopted the goal of operating its animal shelter on a "no kill" basis. In May of 2017, VCAS reported that the Shelter was on track for a 93.4% live release rate for FY 16-17.

VCAS costs have risen each year. The FY 16-17 agreement of \$1,689,554 represented a 1.2% increase from FY 15-16, the projected FY 17-18 agreement of \$1,854,979 is a 9.8% increase from FY 16-17. The City has paid \$1,308,082.94 through the third quarter of FY17-18. The final invoice has not been received at the time of this report. The total cost may be under the projected agreement amount. The proposed FY 18-19 agreement of \$1,948,039 is a 5% increase from FY 17-18.

	VCAS Cost	% Difference
FY 15-16	\$1,669,329	-
FY 16-17	\$1,689,554	+1.2%
FY 17-18 (projected)	\$1,854,979	+9.8%
FY 18-19 (projected)	\$1,948,039	+5%

Under the terms of the Agreement, the City is charged for its proportion of the total VCAS service costs on the basis of the City's percentage of the total animal intakes at the County's animal shelter originating from all jurisdictions served by the County's shelters. Because of this, the total contract amount could actually be lower than the estimated cost of \$1,948,039.

Since animal impoundment rate is a cost driver, the City's Animal Safety Unit (Animal Safety) has made a concerted effort to reduce the number of animal impounds during the last three years, primarily through increased emphasis on animal licensing and compliance, pet owner awareness, and efforts to quickly reunite lost pets with their owners. Impounds made by Animal Safety have decreased by 64.8% during the last three fiscal years. In FY 14-15, Animal Safety impounded 2,088 animals; 876 in FY 15-16, and 737 in FY 16-17. As of mid-June of 2018, Animal Safety impounded 719 animals. These numbers do not include field releases or "over the counter" walk-ins to the shelter.

Agreement with Ventura County Animal Services (5/10/5)

July 10, 2018

Page 3

The City has the highest total animal intake (impound by Animal Safety, owner surrender, etc.) as compared to the rest of the County. In 2017, the animal intake from the City increased 6.3%, from 3,947 to 4,196. The unincorporated areas of Ventura County had the second highest animal intake, with 1,971 (18.5%) in 2016 and 2,864 in 2017 (23.3%) respectively.

	<u>2016 Animal Intake</u>	<u>2017 Animal Intake</u>
Oxnard	3,947 (37.2%)	4,196 (34.1%)
County Areas	1,971 (18.5%)	2,864 (23.3%)
Simi Valley	1,306 (12.3%)	1,363 (11.1%)
Ventura	1,253 (11.8%)	1,555 (12.6%)
Camarillo	1,109 (10.4%)	1,223 (9.9%)
Unincorporated area of Camarillo	192 (1.8%)	320 (2.6%)
Port Hueneme	470 (4.4%)	432 (3.5%)
Moorpark	321 (3.0%)	245 (2.0%)
Ojai	20 (0.5%)	109 (0.9%)

Initial cost increases over the last three (3) years were a direct result of the County's increasing operating costs as one of the few "no-kill" shelters in the region. Increases are starting to level out with increases this year primarily related to VCAS staff salaries and benefits, annual step increases, workers compensation increases and, union negotiated group insurance increases.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy.

FINANCIAL IMPACT

The contract amount of this agreement is \$1,948,039.12. The projected revenue from Animal Licensing for FY18-19 is \$450,000. The Proposed FY18-19 General Fund Police Animal Safety Contracts & Services - Animal Shelter Budget (Account No. 101-2106-802-8228) is \$1.9 million.

Agreement with Ventura County Animal Services (5/10/5)

July 10, 2018

Page 4

ATTACHMENTS:

Attachment A - VCAS FY 18-19 Agreement and Service Level Request

ANIMAL SERVICES AGREEMENT

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COUNTY OF VENTURA AND CITY OF OXNARD

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**ANIMAL SERVICES AGREEMENT
COUNTY OF VENTURA AND CITY OF OXNARD**

THIS AGREEMENT is made by and between the COUNTY OF VENTURA, hereinafter referred to as the County, and the CITY OF OXNARD, hereinafter referred to as the City.

RECITALS

- a. The City is desirous of contracting with the County for the performance of animal services described herein by the County.
- b. The County is agreeable to rendering such services on the terms and conditions set forth in this Agreement.

1.0 AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES

- 1.1 The County agrees, through the Animal Services Division of the Department of Public Health ("Animal Services"), to provide animal services to the City as set forth herein and in the attached Service Level Request (Attachment A), as it may be amended by the parties from time to time.
- 1.2 Such services shall comply with applicable County ordinance, the municipal code of the City and the statutes of the State of California. The County will provide only those services set forth in the attached Service Level Request.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 All City employees who work in conjunction with Animal Services pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. The County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any City personnel performing services hereunder. The County shall not be liable for compensation or indemnity to any City employee or agent of the City for injury or sickness arising out of his/her employment.

- 2.2 All County employees who perform services for the City pursuant to this Agreement shall remain employees of the County and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the City based on this Agreement. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder. The City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment.

3.0 AMENDMENT OF SERVICE LEVEL REQUEST FORM

- 3.1 The City agrees to provide to the County a proposed Service Level Request form annually, by no later than January 31, for the upcoming contract year commencing July 1. By no later than March 1, the parties shall agree to the terms of the Service Level Request for the upcoming contract year, which shall be signed by both parties and attached to this Agreement as an amendment. If the parties fail to reach agreement on the terms of the Service Level Request by March 1, this Agreement shall expire at the end of the then current contract year.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 The County shall furnish and supply all labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 4.3 The County, in its sole and exclusive discretion, shall determine the specific days and specific hours that any County animal shelter shall be open to the public and the staffing of the County animal shelters; however, the County will open its animal shelters to the public on at least five calendar days per week. The County will notify the City regarding any changes in hours and days that its animal shelters are open to the public.

5.0 INDEMNIFICATION

- 5.1 The County shall defend, indemnify and hold harmless City, its agents, officials, officers, representatives, and employees, from and against all

claims, lawsuits, liabilities or damages arising from the sole and exclusive negligence of the County, its agents, employees, and subcontractors, and employees thereof in the performance or nonperformance of this Agreement.

- 5.2 The City shall defend, indemnify and hold harmless County, its agents, officials, officers, representatives and employees, from and against all claims, lawsuits, liabilities or damages arising from the sole and exclusive negligence of the City, its agents, employees, and subcontractors, and employees thereof in the performance or nonperformance of this Agreement.
- 5.3 Each party agrees to provide the indemnifying party with written notification of any claim within thirty calendar days of notice thereof and shall cooperate with the indemnifying party in the defense of the claim.
- 5.4 Each party's right to, and responsibility for, indemnification shall survive the termination of this Agreement.

6.0 TERM OF AGREEMENT

- 6.1 Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2018, and shall remain in effect until June 30, 2019.
- 6.2 Upon mutual agreement of the parties, this Agreement may be renewed for up to five successive periods of one year each.

7.0 RIGHT OF TERMINATION

- 7.1 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least 90 days before the date specified for such termination.
- 7.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination (including, but not limited to, payment for services already rendered), and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 RATES FOR SERVICES AND CREDIT FOR REVENUES

- 8.1 The City shall pay for the services provided under the then current Service Level Request (Attachment A) in accordance with the provisions thereof.
- 8.2 The rates indicated in the Service Level Request shall be readjusted by the County annually effective the first day of July each year to reflect the reasonable average cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the County Board of Supervisors and in compliance with Government Code section 54985.
- 8.3 The County shall credit the City with the following revenues paid by City residents toward the amounts owed by the City for services provided under the City's Service Level Request in Attachment A: revenues received from City animal licenses (less applicable license processing fees); revenues from redemption fees (consisting of impound fees, board fees, quarantine fees, and microchipping fees) paid by the City's residents if the animal is redeemed within the first three days of an animal stay each time an animal is admitted to a County shelter; and revenues from administrative citations and civil penalties (less administrative processing costs).
- 8.4 The County shall retain any of the following fees paid by City residents without crediting such fees toward the amounts owed by the City for services provided under the City's Service Level Request in Attachment A: revenues from redemption fees (consisting of impound fees, board fees, quarantine fees, and microchipping fees) paid by City residents for any day after the first three days of an animal stay each time an animal is admitted to a County shelter; adoption fees; spay/neuter fees (and other veterinary fees for services); copying fees; return check charges; euthanasia and disposal fees; pickup and disposal of dead animal fees; cremation fees; owner relinquishment of animal fees; capture and transport fees; license fees for other than dog and cat licenses; permit fees; and inspection fees.

9.0 PAYMENT PROCEDURES

- 9.1 The County shall invoice the City during October for services performed during the period July 1 through September 30; during January for services performed during the period October 1 through December 31; during April for services performed during the period January 1 through March 31; and during July for services performed during the period April 1 through June 30; and the City shall pay the County all undisputed amounts within 30 days after the date of said invoice.
- 9.2 If such payment is not delivered to the County office which is described on said invoice within 60 days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within 30 days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within 60 days after the dispute resolution is memorialized.
- 9.3 Interest shall be calculated at the rate of two percent (2%) annually or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution was memorialized.

10.0 RECORD RETENTION

- 10.1 The County shall maintain adequate financial records during the term of this Agreement to document its cost of providing services under this Agreement. The County shall retain financial records for a period of seven years after payment for services under this Agreement, and shall make such financial records available for inspection to the City, or the City's designee, upon reasonable notice. The City shall ensure such records are handled in a manner consistent with all applicable privacy laws and all laws related to public records.

11.0 NOTICES

- 11.1 All notices (excluding invoices) required by, or related to, this Agreement shall be in writing and sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this Agreement shall refuse to accept such mail; the parties to this Agreement

shall promptly inform the other party of any change of address. All notices required by this Agreement are effective on the date of receipt, unless otherwise indicated herein. The mailing address of each party to the Agreement is as follows:

CITY: City Manager, City of Oxnard
Attn: Scott Whitney
300 West Third Street, Fourth Floor
Oxnard, CA 93030

COUNTY Director, Animal Services Division
Attn: Tara Diller
600 Aviation Drive
Camarillo, California 93010

12.0 SEVERABILITY

12.1 If a court of competent jurisdiction declares any provision of this Agreement, or application thereof to any person or circumstances to be unenforceable or in violation of law, the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

13.0 WAIVER

13.1 Waiver of any default or breach of this Agreement shall not be considered a waiver of any subsequent default or breach, nor shall it be considered a modification of the terms of this Agreement.

14.0 ENTIRE AGREEMENT

14.1 This Agreement, including Attachment A hereto and any amendment thereof, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this Agreement must be in writing and mutually executed by authorized personnel on behalf of the City and the County.

IN WITNESS WHEREOF, the County and the City enter into this Agreement as of the last date set forth below.

COUNTY OF VENTURA

Dated: _____

By _____
TARA DILLER
Director, Animal Services

CITY OF OXNARD

Dated: _____

By _____
TIMOTHY FLYNN
City of Oxnard, Mayor

ATTEST:

By _____
City Clerk

Date

APPROVED AS TO FORM:

By _____
City Attorney

Date

ATTACHMENT A TO COUNTY-CITY ANIMAL SERVICES AGREEMENT

COUNTY OF VENTURA

AND

CITY OF

OXNARD

FY 2018-19 SERVICE LEVEL REQUEST

Part One: Available Services and Applicable Billing Rates and Credits**Shelter Services**

As may be required, the County shall provide shelter services to the City for all those animals originating within the boundaries of the City (whether picked up in the City or dropped off at the County's animal shelter) as a result of: confiscation, requests for euthanasia, owner surrender, owner return, pick-up of stray animals and transfers. For animals originating in the City, the County shall provide the following shelter services: impoundment, boarding, quarantine, veterinary services, euthanasia services, over-the-counter animal license sales, animal adoptions, disposal of dead animals and related administrative services. Impounded animals will be vaccinated and provided necessary care, food and shelter in accordance with the provisions of state law. The animal's picture will be posted on the Animal Services website as soon as practicable to assist the City's residents in reclaiming a missing pet. The County, in its sole and exclusive discretion, shall determine the public and non-public hours of operation and the staffing of the County animal shelters.

The owner or person entitled to the custody of any animal originating within the boundaries of the City and impounded at a County animal shelter can redeem such animal by paying applicable fees according to the Ventura County Animal Services approved schedule of rates and fees accruing up to the time of such redemption.

The City shall be charged for its proportion of the total County shelter service costs incurred during the fiscal year identified above as set forth below. The County shall bill the City on a quarterly basis for shelter services based on a combination of a base charge and a variable charge, as follows:

City of Oxnard

1. The base charge will consist of 70 percent of the actual costs attributable to the City in the prior fiscal year for shelter services (including veterinary and administrative services). The base charge will be billed quarterly to the City at 25 percent per quarter.
2. The variable charge will consist of the product of 30 percent of the average cost per animal multiplied by actual County shelter animal intakes from the City in the quarter. The average cost per animal used to calculate the variable charge shall be determined by dividing the County's total costs for shelter services (including veterinary and administrative services) budgeted in the current fiscal year by the total number of animal intakes during the prior calendar year.
3. Following the end of the fiscal year, the County will prepare a reconciliation comparing (a) County billings to contracting jurisdictions for shelter services during that fiscal year and (b) the lesser of the County's budgeted annual amount for shelter services or the County's actual costs for shelter services during the same period (not including imputed charges incurred for shelter services for the unincorporated areas). The difference will be either credited or charged to each contracting jurisdiction based on that contracting jurisdiction's percentage of County animal shelter intakes for the fiscal year, and will be included on the County's invoice to the contracting jurisdictions for services provided during the fourth quarter.

If any current contracting jurisdiction terminates its contract with the County, the County will make every practicable effort to reduce the County's variable shelter operating costs which are based on the volume of shelter animals served (including, but not limited to, personnel costs), in order to keep total County shelter service costs at the lowest reasonable level.

In the event of an animal intake at a County animal shelter originating from the City due to any police request and/or pending court case that results in a County shelter stay of more than 15 days, the County shall charge the City for shelter services according to the Ventura County Animal Services approved schedule of rates and fees for each day that each such animal receives shelter services. Should an animal cruelty or neglect investigation regarding an animal originating from the City result in a court case, the City is responsible for reimbursing the County for all resulting costs, including, but not limited to, attorneys' fees and costs incurred by the County, according to the schedule of rates and fees adopted by the County.

Field Services

At the election of the City, the County shall provide the City with the following field services as may be required: responding to calls for service; pick up of dead animals; capture and transportation of animals; license, permit and other inspections; pre-hearing investigation of nuisance complaints; post-nuisance hearing compliance checks; investigation of potential cases of animal abuse and mistreatment; investigation of potential animal nuisances in violation of Ventura County Ordinance Code section 4467 or an equivalent municipal code provision; assistance with animal evacuations due to disaster or emergency; and similar or related field services. The City shall be charged according to the standard hourly rate for field services set forth in the Ventura County Animal Services approved schedule of rates and fees based on actual hours expended, and the City shall identify a not to exceed amount for field services per fiscal year, as well as the average level of service that the City authorizes the County to provide per week. The County shall notify the City in writing on a quarterly basis regarding actual hours expended for field services to the City, to enable the City to make the determination of whether the City wishes to authorize a higher annual not to exceed amount for field services. The County shall be under no obligation to provide the City with any field services in excess of the City's identified not to exceed amount.

In the event the City declines to have the County perform field services, the City shall be responsible for:

- (i) Scanning animals for an existing microchip and making all efforts to reunite a lost animal with its owner based on any microchip information prior to transporting that animal to a County shelter;
- (ii) Making all efforts to use information available from any animal's personal ID tag or a pet license to reunite a lost animal with its owner prior to transporting that animal to a County shelter; and
- (iii) For FY 18-19, VCAS will not require the City Animal Control Officers provide their impounds the initial intake treatments per protocol directed from Ventura County Animal Services managing veterinarians to maintain a disease free population, as all other impounding officers are required to complete, with the understanding that this year all City Union or Human Resource concerns be addressed. Should Union or safety concerns arise from the City of Oxnard that would limit the officer's ability to perform this task in FY 18-19, VCAS Management requests a meeting to confer prior to the abandonment of this portion of the contract.

Rabies Control

At the election of the City, the County shall provide the City with the following rabies control program as may be required: response and investigation of reported animal bite and intimate contact cases to establish that state mandated quarantine procedures are complied with. This includes a follow-up visit to verify the health of the animal after quarantine. Shelter quarantine will be at the discretion of the County.

Animal Nuisance Hearings

At the election of the City, the County shall provide the City with the services of one Hearing Officer and one administrative assistant to conduct animal nuisance hearings for animal nuisance complaints (based on violation of Ventura County Ordinance Code section 4467 or its equivalent City municipal code provision) originating within the boundaries of the City. The County shall charge the City according to the standard hourly rate (for salary and fringe benefits) of the actual Hearing Officer and administrative assistant providing services based on the actual hours expended per hearing. The County will not conduct animal nuisance hearings for a violation of local leash law absent nuisance based on violation of Ventura County Ordinance Code section 4467 or its equivalent City municipal code provision. Should there be an appeal from the findings and orders of the Hearing Officer after an animal nuisance hearing regarding an animal originating from the City, the City will be responsible for reimbursing the County for all resulting costs, including, but not limited to, attorneys' fees and costs incurred by the County, according to the schedule of rates and fees adopted by the County.

Animal License Processing per License

At the election of the City, the County shall provide the City with animal license processing services at the annual fiscal year cost of \$4.00 per applicable cat or dog license for each animal within the boundaries of the City. The County shall mail license renewal notices to the animal owner of record; and when the renewal and payment are received, the County will process licenses. City residents can use the County's online weblicensing feature at no additional cost to the City. Licenses will be required before the County will release an animal to a resident of the City. The City animal license fees that the County collects (less the County's license processing fee) will be credited to the City quarterly in arrears against the amount that the City owes the County under the parties' animal services agreement.

Administrative Citation Processing

At the election of the City, the County shall provide the City with administrative citation processing services for citations issued to animal owners within the boundaries of the City. The citation processing services provided to the City shall be substantially equivalent to any services that the County contracts for with respect to processing of County administrative citations. In the event that the County reaches a determination, in its sole and exclusive discretion, that it no longer desires to provide administrative citation processing services to the City, the County shall provide the City with 60 days' prior written notice before ceasing to provide such services. The County will provide the following administrative citation processing services to the City contingent upon the City's reimbursement of actual County costs incurred (including, but not limited to, actual costs charged by the County's General Services Agency for mailing and processing of citations and the cost of one hour per month for the services of a Supervising Animal Control Officer): generate auto citations in Chameleon software; send files to the General Services Agency for processing; receive and review auto citation files from the General Services Agency to ensure accuracy; send reviewed and completed files to the General Services Agency for processing and mailing to animal owners; receive and store finalized PDF file from the General Services Agency; generate email notification to the City's staff with PDF files for further collection and appeals; receive, through a Supervising Animal Control Officer, communication from City staff regarding citizen appeals when necessary; and receive updates from the City regarding customer data to be updated, with the County updating data in Chameleon software.

The City will be solely responsible for collections once citations are issued to animal owners and for paying for collections, including, but not limited to, costs for contracted collections services. The City will be solely responsible for processing any administrative appeals from citations issued. The County will not be responsible for collections or processing administrative appeals from citations.

License Canvassing

At the election of the City, the County shall provide the City with license canvassing services within the boundaries of the City. The County shall charge the City according to the standard hourly rate set forth in the Ventura County Animal Services approved schedule of rates and fees for license team canvassing based on actual hours expended, and the City shall identify a not to exceed amount for license canvassing per fiscal year. The County shall promptly notify the City in writing when the City reaches 80% of its existing not to exceed amount, to enable the City to make the determination of whether the City wishes to authorize a higher not to exceed amount for license canvassing. The County shall be under no obligation to provide the City with any license canvassing services in excess of the City's identified not to exceed amount.

Part Two: Specific Service Requests and Approvals

The County will provide the City with the services authorized below:

- ☒ Shelter Services. The City authorizes the County to provide shelter services for animals originating within the boundaries of the City during fiscal year 2018-19 according to the terms and conditions set forth in Part One of this Agreement.

Field Services:

- ☐ The City authorizes the County to provide field services at a not to exceed amount during fiscal year 2018-19 of ; with field services of hours per week, to be provided by the County to the City, according to the terms and conditions set forth in Part One. The City hereby agrees to the County's enforcement of the City's municipal code provisions in providing field services.
- ☒ The City authorizes the County to provide field services only for emergency calls (requests for an animal services officer by law enforcement or fire personnel, vicious animal at large threatening the public, wild animal at large in City area, livestock at large and in sight, stray animal bite with the animal at large or confined by a non-owner) at a not to exceed amount of hours for the fiscal year. This level of service is intended to provide emergency response on an as-needed basis from the County on behalf of a City that employs its own field services when requested by the City and the County is able to respond. The City hereby agrees to the County's enforcement of the City's municipal code provisions in providing field services.
- ☐ The City declines to have the County provide field services.

Rabies Control

- ☐ The City authorizes the County to provide rabies control services.
- ☒ The City declines to have the County provide rabies control services.

Animal Nuisance Hearings:

- ☐ The City authorizes the County to conduct animal nuisance hearings during fiscal year 2018-19 according to the terms and conditions set forth in Part One. The City hereby agrees to the County's enforcement of the City's municipal code provisions in conducting animal nuisance hearings, and the City agrees to enact, and maintain in full force and effect, municipal code provisions substantially equivalent to Ventura County Ordinance Code section 4467.
- ☒ The City declines to have the County conduct animal nuisance hearings.

Animal License Processing:

- ☐ The City authorizes the County to provide animal license processing services for the City during fiscal year 2018-19 according to the terms and conditions set forth in Part One.
- ☐ The City has adopted the license fees set forth in the Ventura County Animal Services approved schedule of rates and fees.
- ☒ The City has adopted the following license fees that differ from the license fees set forth in the Ventura County Animal Services approved schedule of rates and fees:

Specify:

Current City license fees were adopted by the City on , 20.

- ☒ The City declines to have the County provide animal license processing.

Administrative Citation Processing:

- ☐ The City authorizes the County to provide administrative citation processing services for the City during fiscal year 2018-19 according to the terms and conditions set forth in Part One.
- ☒ The City declines to have the County provide administrative citation processing services.

License Canvassing:

- ☐ The City authorizes the County to provide license canvassing services within the boundaries of the City at a not to exceed amount during fiscal year 2018-19 of .
- ☒ The City declines to have the County provide license canvassing services.

CITY OF OXNARD

COUNTY OF VENTURA

Signature: _____
City Mayor

Signature: _____
Tara Diller, Director of Animal Services

Date: _____

Date: _____



**CITY COUNCIL
AGENDA REPORT**

NEW ITEM

TYPE OF ITEM: Report

AGENDA ITEM NO.: N-2

DATE: July 10, 2018

TO: City Council

THROUGH: Alexander Nguyen
City Manager

FROM: Darwin Base
Fire Chief

DL Base

SUBJECT: Purchase of Two (2) Fire Engines (5/5/5)

CONTACT: Darwin Base, Fire Chief
Darwin.Base@oxnard.org, (805) 385-7700

RECOMMENDATION:

That City Council approves and authorizes the Mayor to execute a purchase order (Requisition #3999) in the amount of \$1,360,900.43 for the purchase of two (2) fire engines from South Coast Fire Equipment.

BACKGROUND

On February 20, 2018, City Council approved FY17/18 Mid-year budget appropriations that included \$1,600,000 in Measure O funding for the purchase of two (2) up-fitted fire engines. To allow the City to maintain liquidity with its existing reserves, Council approved the Use of Line of Credit for Large Capital Projects which included Public Safety Communication Equipment on March 27, 2018.

The two (2) engines will replace front line engines that were manufactured in 2005, exceed 100,000 miles and are costing twice as much in vehicle maintenance annually compared to newer engines. The engines will be placed in reserve status, allowing the retirement of two engines in current reserve status that have exceeded the National Fire Protection Association 1901 *Standard for Automotive Fire Apparatus* suggestion that a fire engine service life not exceed 25 years; the engines that will be taken out of service are 25 and 27 years old.

Pursuant to the City's Purchasing Policies, a Request for Bids (RFB) was opened on May 10, 2018 and closed on June 8, 2018. The RFB was posted on Public Purchase Website, the City of Oxnard website, and advertised in Vida Newspaper. Four (4) vendors were invited to bid, 324 vendors were notified of the RFB based on their classification and 20 self-invited. 37 vendors accessed the RFB. One (1) vendor, South Coast Fire Equipment, provided a responsible bid and is therefore the preferred vendor. Specialized equipment and supplies are not included in the vehicle price and will be purchased from other vendors.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The two (2) fire engines will be purchased through the 2018 Fire Truck Line of Credit Proceeds. Based on a 5-year Lease Term, the annual debt payment for the 2018 Fire Truck Line of Credit is \$338,769 and is included in the proposed FY2018-19 Measure O funding.

ATTACHMENTS:

Attachment A: PO 6933 South Coast Fire Engine Equip



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
006933**

DATE: 7/5/2018

VENDOR PHONE: (909)673-9900

VENDOR FAX: () -

VENDOR #: 19070

VENDOR ADDRESS: SOUTH COAST FIRE EQUIPMENT
2020 SOUTH BAKER AVE.
ONTARIO, CA 91761

SHIP TO: FIRE DEPT
360 W. 2ND ST.
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/20/2018		N/A	07/05/2018		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		31322608268606		MARISELA HART	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	2 FIRE ENGINES			
	0.00 / DL		1.0000	0.00

THIS PURCHASE SHALL BE FINANCED THROUGH A THIRD PARTY LEASING COMPANY.

THIS THIRD PARTY ARRANGEMENT SHALL NOT AFFECT THE CONTRACTUAL RELATIONSHIP BETWEEN THE CITY AND YOUR FIRM. BECAUSE OF THE THIRD PARTY FINANCING, THE AMOUNT INDICATED IN THE "AMOUNT" COLUMN REFLECTS ONLY AMOUNTS DUE TO YOUR COMPANY DIRECTLY FROM THE CITY. (THE CITY GENERALLY FINANCES 100% OF THE COST AND THEREFORE, THIS AMOUNT IS USUALLY \$0.00.)

LIEN HOLDER:

BANC OF AMERICA PUBLIC CAPITAL CORP

ATTN: EILEEN HARWELL

2059 NORTHLAKE PARKWAY 4TH FLOOR

TUCKER GA 30084

EMAIL: EILEEN.HARWELL@BAML.COM

PAYMENT TERMS - FOR CALCULATING DUE DATES FOR PAYMENT TERMS, THE CITY WILL USE EITHER THE DATE THAT THE INVOICE IS RECEIVED BY THE CITY OR THE DATE THE GOODS/SERVICES ARE RECEIVED, WHICHEVER IS LATER.

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
006933**

DATE: 7/5/2018

VENDOR PHONE: (909)673-9900

VENDOR FAX: () -

VENDOR #: 19070

VENDOR ADDRESS: SOUTH COAST FIRE EQUIPMENT
2020 SOUTH BAKER AVE.
ONTARIO, CA 91761

SHIP TO: FIRE DEPT
360 W. 2ND ST.
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/20/2018		N/A	07/05/2018		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		31322608268606		MARISELA HART	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

NET 30. FOB DESTINATION; PRICE INCLUDES SHIPPING
AND HANDLING.

IN THE EVENT OF CONTRADICTION, BETWEEN THE CITY'S
AND THE SELLER'S CONDITIONS, THE CITY'S TERMS AND
CONDITTIIONS SHALL PREVAIL.

AMOUNT TO BE FINANCED: \$1,360,900.43

TOTAL PURCHASE AMOUNT

\$0.00

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE. _____

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
 - ii. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.