Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

PLEASE NOTE: Due to social distancing measures, the Council Chambers can only accommodate seating for up to 15 members of the public. There are overflow areas at the HR Activity Room and Library Meeting Room B with social distancing seating arrangements.

Residents are encouraged to participate remotely by viewing the meeting on the City's website at oxnard.org,Spectrum Channel 10, Frontier Channel 35, or YouTube at youtube.com/oxnardnews. People are encouraged to submit comments via email before 3 p.m. to cityclerk@oxnard.org, and they will be provided to the Council.

Pursuant to Governor Newsom's Executive Order N-25-20, members of the City Council or staff may participate in this meeting via a teleconference.

AMENDED AGENDA

(Items C-3 and H-2 added, Item H-1 removed, Item N-4 revised – 3/13/20)

OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
March 17, 2020

Closed Session - 4:30 PM (Human Resources Activity Room, 300 W. Third St., 1st Floor)
Appointment Item - 5:00 PM
Regular Meeting - 6:00 PM

A. ROLL CALL, POSTING OF AGENDA
THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS **(in Council Chambers)**

C. CLOSED SESSION (4:30 PM) **(in Human Resources Activity Room)**

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) (City Council)
In the Matter of: Local Coastal Program Amendment No. LCP-4-OXN-20-0007-1 (City of Oxnard LCP Amendment Override) before the California Coastal Commission.

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8) (City Council)
Property: APN 132-003-301 (adjacent to RiverPark Boulevard near Vineyard Avenue); City-owned property and right-of-way on the north side of U.S. Highway 101 between Rose Avenue and Rice Avenue; City-owned property and right-of-way on the south side of U.S. Highway 101 between Rose Avenue and Rice Avenue; City-owned property and right-of-way on the north side of U.S. Highway 101 between Vineyard Avenue and Rose Avenue; and City-owned property and right-of-way on the south side of U.S. Highway 101 between Vineyard Avenue and Rose Avenue.
Agency negotiator: Alexander Nguyen, Ashley Golden, Kenneth Rozell
Negotiating parties: Clear Channel Outdoor, Inc.; Outfront Foster Interstate, LLC
Under negotiation: Price and terms of payment.

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

Agenda Item time estimates: (Staff Presentation / Council Discussion / Public Comment)

3. **(NEW)** CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) (City Council)
Name of case: Kessner, et al. v. City of Santa Clara; et al.
Santa Clara County Superior Court, Case No. 20CV364054

D. APPOINTMENT ITEMS (5:00 PM)

1. Finance Department

SUBJECT: Preview of City's Online Financial Transparency Portal. (20/10/5)

RECOMMENDATION: That the City Council receive a preview of and provide feedback on, the City of Oxnard's Online Financial Transparency Portal. (Finance and Governance Committee approved 3-0)

Legislative Body: City Council

Contact: Kevin Riper, (805) 385-7475

2. Police Department

SUBJECT: Pedestrian and Bicyclist Safety. (15/10/5)

RECOMMENDATION: That the City Council receive a presentation on pedestrian and bicyclist safety. (Public Safety Committee approved 3-0)

Legislative Body: City Council

Contact: Scott Whitney, (805) 385-7624

E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating March 31, 2020 as "Cesar E. Chavez Day."

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.

1. ~~SUBJECT: Status of investigation of personnel complaints against elected City Treasurer Phillip Molina.~~ **(REMOVED)**

2. City Manager Department **(NEW)**

   SUBJECT: Ratification of COVID-19 Emergency Proclamation. (5/5/5)

   RECOMMENDATION: That the City Council adopt a resolution ratifying the Proclamation of the Director of Emergency Services of the City of Oxnard Proclaiming the Existence of a Local Emergency.

   Legislative Body: City Council

   Contact: Alexander Nguyen, (805) 385-7430

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

1. City Clerk Department

   SUBJECT: Approval of Minutes.

   RECOMMENDATION: That the City Council approve the minutes of the February 18, 2020 regular meeting as presented.

   Legislative Body: City Council

   Contact: Michelle Ascencion, (805) 385-7805

2. City Manager Department

   SUBJECT: Council Committee Appointments.

   RECOMMENDATION: That the Mayor, with the concurrence of the City Council, appoint Councilwoman Gabriela Basua to the Housing and Economic Development Committee, and Councilmember Vianey Lopez to the Finance and Governance Committee.

   Legislative Body: City Council

   Contact: Alexander Nguyen, (805) 385-7430

3. Fire Department

SUBJECT: Authorization to Submit Two Grant Applications to the California Office of Traffic Safety (OTS) for $190,125 in Grant Funds for the Purpose of Certifying Firefighters in Child Safety Seat Installation, Purchasing Child Safety Seats, and the Purchase of Battery-Operated Extrication Equipment for the Region.

RECOMMENDATION: That City Council adopts a resolution authorizing:
1. The City Manager to submit two grant applications to the California Office of Traffic Safety (OTS) in the amount of $190,125 for the purpose of certifying firefighters in child safety seat installation, purchasing child safety seats, and purchasing battery-operated extrication equipment;
2. The City Manager or designee to execute grant agreements and appropriate funds upon notification of grant award;
3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve administrative budget appropriation for the use of OTS funds upon award; and
4. The Fire Chief or designee to submit all program related progress or status reports.
(Public Safety Committee approved 3-0).

Legislative Body: City Council

Contact: Darwin Base, (805) 385-7700

4. Fire Department

SUBJECT: Authorization to Submit Five Grant Applications to the Federal Emergency Management Agency (FEMA) for $679,540 Grant Funds for the Purpose of Purchasing Automated External Defibrillators (AED), Urban Search & Rescue (USAR) Supplies, Wildland Shelters and Hydration Packs, Hazardous Materials Training, USAR Training and United States Lifesaving Association Training.

RECOMMENDATION: That City Council adopt a resolution authorizing:
1. The City Manager to submit five grant applications to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant program in the amount of $679,540 for the purpose of purchasing Automated External Defibrillators (AED), Urban Search & Rescue (USAR) supplies, wildland shelters and hydration packs, USAR training, hazardous materials training and United States Lifesaving Association 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 budget appropriations during FY 2020-21 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.
(Public Safety Committee approved 3-0).

Legislative Body: City Council

Contact: Darwin Base, (805) 385-7700

5. Housing Department

SUBJECT: Villa Madera Apartments Limited Partnership Transfer.

RECOMMENDATION: That the City Council consent to the transfer of partnership interest in the Villa Madera Apartments limited partnership, Mercy Housing California IVI Limited Partnership, from NEF Assignment Corporation to South of Market Mercy Housing, a new Limited Partner.

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

6. Police Department

SUBJECT: Resolution Commending Felice Johnson for Twenty-Four Years of Outstanding Service to the City of Oxnard.

RECOMMENDATION: That the City Council adopt a resolution commending Felice Johnson for twenty-four years of outstanding service to the City of Oxnard.

Legislative Body: City Council

Contact: Scott Whitney, (805) 385-7624

7. Police Department

SUBJECT: 2020 Community Policing Development Microgrant Application.

RECOMMENDATION: That the City Council adopt a resolution authorizing:
1. The City Manager to execute and apply for $100,000 in grant funds from the U.S. Department of Justice, Office of Community Oriented Policing Services 2020 Community Policing Development (CPD) Microgrant Program.
2. The City Manager or designee to execute grant agreements and appropriate funds upon confirmation of grant award.
3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for use of CPD Microgrant funds.
4. The Chief of Police or designee to submit all program related progress or status reports.

Legislative Body: City Council

Contact: Scott Whitney, (805) 385-7624

8. Police Department

SUBJECT: Third Amendment to Axon International Contract.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a third amendment to contract A-7858 with Axon International, Inc. for $276,602.78, to add to the scope of services. (Public Safety Committee approved 3-0)

Legislative Body: City Council

Contact: Scott Whitney, (805) 385-7624

9. Public Works Department

SUBJECT: Award Professional Services Agreement A-8859 with Water Systems Consulting, Inc. for Water Regulatory Compliance and Technical Assistance Services.

RECOMMENDATION: That the City Council approve and authorize the City Manager to execute Professional Services Agreement A-8859 with Water Systems Consulting, Inc. (WSC) for a four-year term, in an amount not to exceed $175,000, for water regulatory compliance and technical assistance services. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

10. Public Works Department

SUBJECT: Purchase of New Heavy Equipment for Del Norte Regional Recycling and Transfer Station.

RECOMMENDATION: That the City Council approve and authorize:
1. The Mayor to execute a Purchase Order with Quinn Company (Caterpillar) in the amount of $1,207,903.39 for the supply of heavy equipment for the Del Norte Regional Recycling and Transfer Station; and

2. The City Manager to execute a budget appropriation for $1,207,904 from the Environmental Resources operating fund balance (631) for the purchase of the heavy equipment.
(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

M. PUBLIC HEARINGS

1. Housing Department

SUBJECT: 2020-2024 Ventura County Regional Consolidated Plan, 2020 Ventura County Analysis of Impediments to Fair Housing Choice, 2020 Annual Action Plan and First Amendment to the 2019 Annual Action Plan. (20/15/30)

RECOMMENDATION: That the City Council:
1. Conduct a hearing to receive public comments relating to the following documents to be submitted to the United States Department of Housing and Urban Development, Office of Community Planning and Development:
a) Draft of the 2020-2024 Ventura County Regional Consolidated Plan,
b) Draft of the 2020 Ventura County Analysis of Impediments to Fair Housing Choice,
c) Preparation of the Plan Year 2020 Annual Action Plan, and
d) First Amendment to the 2019 Annual Action Plan for the purpose of adding $125,000 of Fire Department Mobile Data Equipment;
2. Recommend final changes, if any, to the 2020-2024 Ventura County Regional Consolidated Plan and final changes, if any, to the 2020 Ventura County Analysis of Impediments to Fair Housing, and direct staff to forward documents to the Ventura County Executive Office;
3. Direct staff to prepare the 2020 Annual Action Plan from applications received, select activities that conform with City of Oxnard consolidated plan goals as defined in the Ventura County Regional Consolidate Plan for the three entitlement grants, Community Development Block Grant, Home Investments Partnership grant and the Emergency Solutions Grant, and to submit funding recommendations for City Council approval;
4. Approve First Amendment to the 2019 Annual Action Plan to add $125,000 of Mobile Data Equipment to enhance firefighting capabilities of the City of Oxnard Fire Department; and
5. Authorize the City Manager to incorporate any recommended changes resulting from public input to the Ventura County Regional Consolidated Plan and the Ventura County Analysis of Impediments to Fair Housing as directed by the City Council.

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

N. REPORTS

1. Community Development Department

SUBJECT: City of Oxnard Climate Action Plan. (10/10/10)

RECOMMENDATION: That the City Council approve Agreement #8882-20-CD with Environmental Science Associates (ESA), Inc. for the preparation of the City's Climate Action Plan in the not to exceed amount of $411,490. (Housing and Economic Development Committee approved 3-0)

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

2. Community Development Department

SUBJECT: Sakioka Development Agreement Authorization. (10/15/10)

RECOMMENDATION: That the City Council:
1. Determine entering into a development agreement with Sakioka Farms, a California general partnership and AMS CRAIG, LLC, a Delaware limited liability company (collectively, the "Developer") is warranted and desirable for the project; and
2. Direct City staff to negotiate a development agreement with the Developer for recommendation by the Planning Commission and consideration by the City Council.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

3. Finance Department

SUBJECT: FY 2019-20 Budget Mid-Year Review. (20/10/5)

RECOMMENDATION: That the City Council:
1. Receive an update on the latest FY 2019-20 revenue and expenditure projections for major funds;
2. Approve for the Information Technology Fund (731) a budget appropriation request in the amount of $297,828.17 for prepayment of FY 2020-21 vendor costs;
3. Approve for the Golf Course Operating Fund (651) a full-year revenue estimate of $4,259,666 ("Non-departmental -- American Golf Corporation (AGC)") and a full-year budget appropriation request in the amount of $4,136,638 ("Golf Course - AGC");
4. Approve for the Customer Billing Operations Fund (725) a budget appropriation request in the amount of $300,000 to reflect the current allocation of bank charges; and
5. Adopt a resolution amending the position control resolution for Information Technology.
(Finance and Governance Committee approved 3-0)

Legislative Body: City Council

Contact: Kevin Riper, (805) 385-7475

4. Public Works Department **(REVISED)**

SUBJECT: Amending Enterprise Fleet Management Agreement and Restructuring of Fleet Services Division. (15/5/5)

RECOMMENDATION: That the City Council:
1. Approve and authorize the Mayor to execute a first amendment to Agreement A-8136 with Enterprise Fleet Management, Inc. (Enterprise) that increases the current agreement value by $3,425,000, from $675,000 to $4,100,000 ($1,600,000 for the Maintenance Management Program and $1,825,000 for leasing costs), and extends the term through December 1, 2025;
2. Authorize Public Works Fleet Services Division to enroll approximately 375 city-owned vehicles into Enterprise's Maintenance Management Program and all new leased or City owned vehicles that qualify for the program;
3. Adopt a resolution amending the position control resolution to eliminate three (3) staff positions from the Public Works Fleet Services Division; and
4. Authorize all City departments to utilize current vehicle replacement funds for leasing or future leasing.
(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

O. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS (5:00 PM)
AGENDA ITEM NO. D.1

DATE: March 17, 2020

TO: City Council

FROM: Kevin Riper, Chief Financial Officer, (805) 385-7475, kevin.riper@oxnard.org

SUBJECT: Preview of City's Online Financial Transparency Portal. (20/10/5)

RECOMMENDATION

That the City Council receive a preview of and provide feedback on, the City of Oxnard's Online Financial Transparency Portal. (Finance and Governance Committee approved 3-0)

BACKGROUND

As part of the City's ongoing efforts to improve governance and transparency and provide greater access to financial information, the City has developed a financial transparency portal using the OpenGov software. OpenGov is a platform that is used by numerous cities and public entities across the country to communicate key financial performance metrics to constituents. It is a tool that allows users to search, sort and query data in a number of ways. Our goal is to use this tool as a means to both provide access to the financial data and provide insight and education to residents and concerned parties regarding the City's finances. If approved by City Council, the Portal will be integrated into the City's public website. This is an introduction and preview of the Portal to demonstrate its capabilities and to solicit feedback on its form and content from the City Council.

For ease of reviewing in advance of the in-meeting presentation, attached are static screenshots of the pages.

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

FINANCIAL IMPACT

There is no new financial impact. The cost of the software ($32,775 per year) is budgeted in the Information Technology Fund (731).

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on February, 11,2020 to approve the staff recommendation and to

forward the item for Council approval.

Prepared by: Jim Costello, Financial Analyst II

ATTACHMENTS

1. Financials
2. General Fund
3. Measure O
4. Enterprise Funds
5. Special Districts
6. Fund Cash Balances

City of Oxnard

FINANCIAL DATA

OUR COMMITMENT TO FINANCIAL TRANSPARENCY

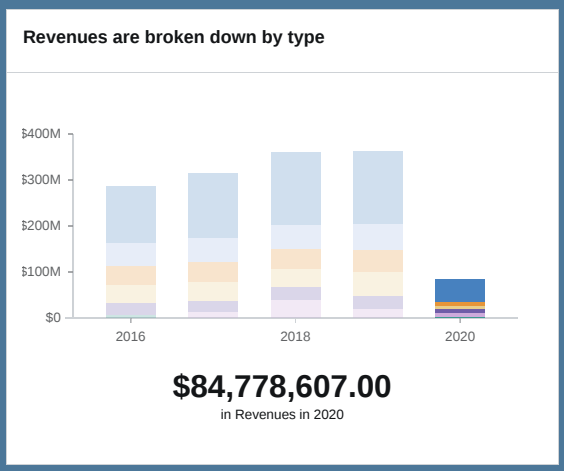
The City's financial situation is challenging us to do more with less, to cut costs where we can, and to pursue additional sources of revenue. We want to assure you that the City of Oxnard is committed to helping members of our community better understand how their tax dollars and fees are spent.

The tools in this section allow you to learn about the City's budget and finances and provide a wide range of easy access to financial reports that detail where the City gets and how the City spends its money.

The City’s goal is to continue to expand and present more information through this platform as it becomes available. Data going back to fiscal year 2015-16 is available to view, filter and analyze. Please note that all financial information is presented on a budgetary basis and, therefore, will be different in some respects than the City's Comprehensive Annual Financial Report (CAFR), which is prepared in accordance with generally accepted accounting principals (GAAP).
Additional reports, including the City's latest CAFR and the adopted budget, can be found here.

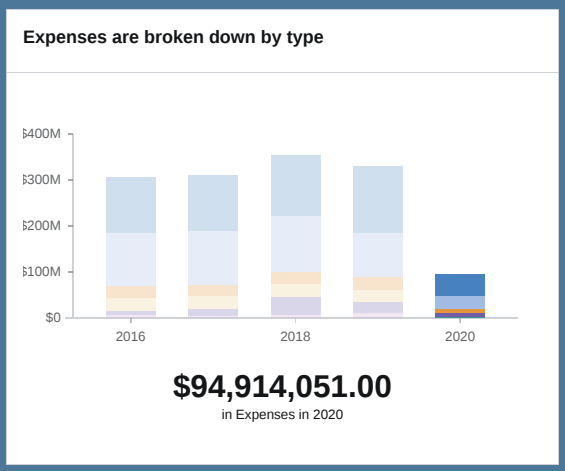
THE BIG PICTURE:

Revenue Trends Over Time - All Funds*



THE BIG PICTURE:

Expense Trends Over Time - All Funds*



The City is funded by revenue from various taxes and fees, as well as grants. Different sources of revenue are restricted to specific uses, which the City assigns to funds that serve as a group of accounts for the City. The City of Oxnard has over 175 active individual funds.

A few examples of funds include:
- General Fund (101): Provides basic City services, like police, fire, parks, and street maintenance, funded mostly through sales and property taxes.
- Enterprise Funds (601 through 638): Include water, wastewater and solid waste, funded almost entirely through fees charged to the ratepayers.

Learn more about the revenues for various City funds here.

NOTE: Revenues are not collected evenly throughout the year; for example, property taxes that represent a large part of the city's income are mostly collected in December and April.

Providing services for roughly 210,000 residents, Oxnard is the largest city in Ventura County and the 20th largest city in California. The City is responsible for maintaining 453 miles of streets, 650 miles of sidewalk, 70 miles of alleys and 1.8 million square feet of medians. Additionally, the City is responsible for the maintenance of 56,000 trees as well as 53 total parks throughout Oxnard.

The City's biggest expense is personnel-related costs. This includes not only salaries but also the cost of benefits. Operating and maintenance (O&M) expenses cover a wide variety of charges such as supplies, equipment, repair contracts, and utilities. Internal charges include the allocated costs for liability insurance, maintenance of City-owned facilities and vehicles, information technology, human resources, finance and administration. Another significant type of expense is debt service (principal and interest payments) on bonds that the City uses to fund large capital projects that provide a long-term benefit to the City.
Learn more about the expenses for various City funds here.

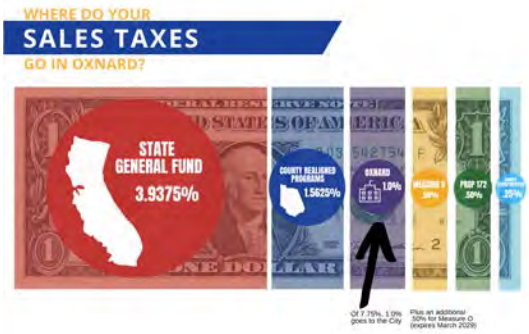
* Excludes Oxnard Housing Authority and fiduciary funds in which the City acts as a trustee for third parties such as retirement funds.

Revenue Sources

Property Tax:

As we mentioned, taxes are one of the primary sources of revenue for the City, but taxes are limited. For the City's General Fund, property taxes are the largest source of revenue. California's Proposition 13 limits the amount of property tax at 1% of assessed value at the time of sale and limits increases to assessed value to no more than 2% per year until the property is sold. That 2% is not keeping up with the increased cost of providing City services. Furthermore, the City only gets 17.6% of the 1%.

Sales Tax:



Sales tax is the second largest source of income for the General Fund, but of the 7.75% sales tax collected, only 1% goes to the City (plus the 0.5% Measure O tax, which is committed to particular programs and projects by City Council action). Sales tax revenue is dependent on the economy and can decrease if the economy goes down. This is why it is important for the City to try to encourage a diverse business environment and for residents to spend their money locally.

OTHER REVENUE

Other sources of revenue include business license tax, transient occupancy (hotel) tax, development fees, franchise fees, and other fees and fines.

THE DETAILS

Learn more about the various City funds by clicking on the following links:

General Fund

Measure O

Special Districts

Enterprise Funds (Utilities)

Cash Balances by Fund

Oxnard, CA

GENERAL FUND

The City's General Fund can be thought of as the main operating fund of the City. Most of the basic City services, such as public safety, parks, community development, cultural and community services, road maintenance and administration are provided through the General Fund.

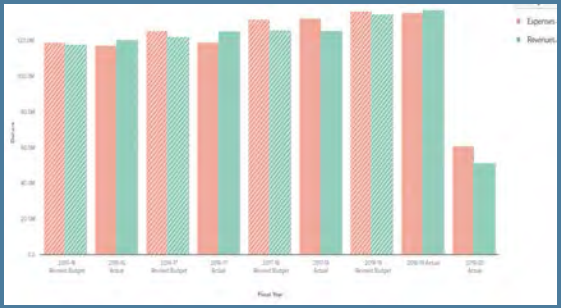
General Fund Expenses and Revenues over Time (Comparison to Budget)

View the annual and current fiscal year-to-date General Fund revenues and expenses compared to budget. The General Fund relies primarily on property tax and sales tax for its sources of revenue.

Current year-to-date results are preliminary and unaudited.

Click on the chart for more options.

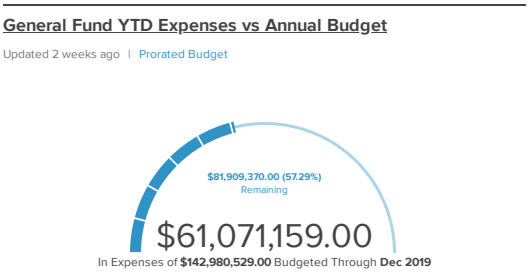
NOTE: Property tax installments are paid bi-annually in December and April, which will cause expenses to appear to outpace revenue in some periods, and vice-versa, depending on the point in time the data is being viewed.



Current Year-to-Date General Fund Spending vs. Annual Budget

Track the City's General Fund spending against the approved fiscal year 2019-20 budget.

This report details how much of the total General Fund budget has been spent as of the last reported month.



CITY OF OXNARD CALIFORNIA

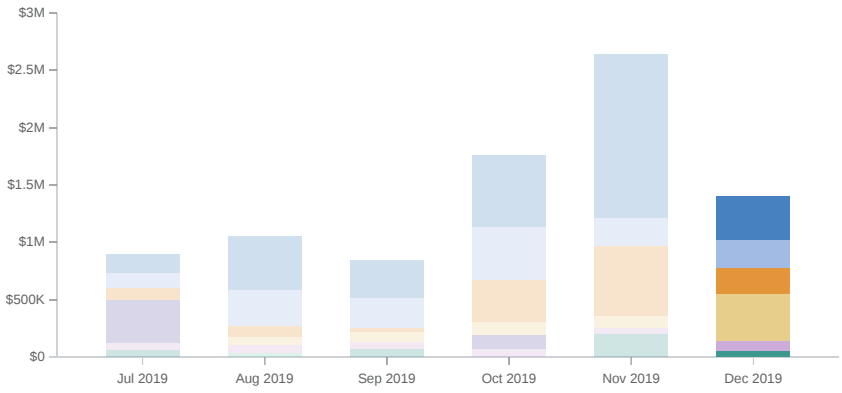
Oxnard.org

MEASURE O

Measure O is a voter approved ½ cent general sales tax created to provide protection and maintenance of vital City services that will expire in March of 2029. Nearly 60% of Measure O funds are dedicated to fire and police services. Revenue from Measure O supports an additional 37 full time employees in fire and police. Additionally Measure O supports street paving and pothole repair; expanding youth recreation, after-school and anti-gang prevention programs; acquiring property for parks and open space preservation; upgrading stormwater drains; improving senior services; increasing code compliance; and other general services. All Measure O funded programs and projects must be reviewed and approved by the City Council.

Measure O Spending

Updated 2 weeks ago



$1,400,054.00

in Expenses in Dec 2019

Click on the graph to see how Measure O funds are being spent.

MEASURE O PROJECTS

A financial chart such as the one presented here can provide some insight into how the funds are being spent. It can show which departments are incurring the costs, and the nature of the expenses (labor, operations, capital, etc.), but it does not identify the specific projects that are funded by Measure O. The following projects are included in Measure O expenses (descriptions are from the fiscal year 2019-20 adopted budget):

Ongoing programs for FY 2019-20 include:
An asterisk (*) indicates a project beginning in Fiscal Year 2019-20 that has been adopted as a part of the 2019-2024 City of Oxnard Five-Year Capital Improvement Program.

POLICE, FIRE AND EMERGENCY RESPONSE; ANTI-GANG PREVENTION PROGRAMS
Police and Fire Department Enhanced CAD-911/Records Management System (RMS)/Mobile Data Computers (MDC) Systems:
Measure O funds were approved in 2011 to purchase a new computer system that serves three critical public safety functions: computer assisted dispatching, records management, and mobile data communications to improve response times and public safety. We acquired the New World (now Tyler Technologies) product and have been operational with its system since September 2013 and continues to be supported.
City Corps Townkeeper Program: This program engages at-risk youth through programs that increase residents' services and neighborhood cleanliness through focused and sustained enhancement activities. Starting in FY 2018-19, the full costs of City Corps and Recreations Grants internal charges were centralized or transferred to the General Fund with Measure O providing the subsidy. In FY 2019-20, funding for the City Corp program and a portion of the Recreation Grants Services internal charges continue to be provided by Measure O.
Enhanced Community Policing: The addition of two beats, one each in Districts 1 and 2, allows officers more time to proactively address problems in the beats and better distribute the workload. Smaller areas of responsibility shorten response times and allow for more problem-solving and directed enforcement, including gang suppression and traffic enforcement. These smaller beats allow officers to better practice their community policing philosophy.
Fire Advanced Life Support: Measure O funds were used for the Advanced Life Support (ALS) program, which enhances our emergency medical program by providing a paramedic service. This enables the ability to bill for cost recovery and fund any difference from the Fire Department's budget in the next fiscal budget year. Oxnard Fire now provides Basic Life Support as well as ALS.
Fire Handheld Radios Line of Credit 2018: Annual lease payment for the 2018 Bank of America Lease Purchase or Line of Credit for the purchase of eighty-five portable handheld radios for Fire.
Fire Station 8 Operations & Lease Debt at College Park: The City operates the College Park Headquarters Fire Station Number 8 located on 3.1 acres on the southeast corner of South Rose Avenue and the East Channel Islands Boulevard. The four-apparatus bay station contains 13,036 square feet with living quarters. The station has an engine company, a truck company and a battalion chief for a staff of eight firefighters per work shift with a total of 24 firefighter positions. This is a stand-alone station that has its own fueling and emergency power systems and is designed to be an essential public safety building. Measure O pays both for operations and the lease debt payment for this fire station.
Fire Apparatus Replacement: This continues the annual lease payment of a new fire ladder truck replacing an existing 1973 Seagrave Aerial Ladder truck. The new lease began in 2013.
Fire Trucks & Police Dispatch Consoles Line of Credit 2018: The City Council approved the purchase of two fire engines and police dispatch consoles at the mid-year budget in February 2018. To conserve cash, the Council approved the use of a line of credit. This line of credit was beneficial to the City as the rates were below then-current market rates. This allows the City to save its cash while taking advantage of very low borrowing rates.
Police Fleet Line of Credit 2018: The City Council approved the purchase of police vehicles in mid-2018. To conserve cash, the Council approved the use of a line of credit. This line of credit was beneficial to the City as the rates were below then-current market rates. This allows the City to save its cash while taking advantage of very low borrowing rates.
Fire Station Alerting System Replacement*: The City Council approved the replacement of an aging and failing fire alerting system at six (6) fire stations. The current alerting systems are no longer manufactured;

three (3) were borrowed from Ventura County Fire. Alerting systems announce over a loudspeaker that a 911 call has occurred and trigger the response.

Roof Replacement - Fire Station 5*: The roof at Fire Station 5 is leaking and needs to be replaced. The plans for the replacement are nearly complete. This building includes living quarters for firefighters.

Roof Replacement - Fire Station 6*: Replace roof and wood siding at Fire Station 6 in order to prevent damage to structure and equipment and to protect and preserve inventory.

Roof Replacement - Sturgis Annex*: Replace roof at the Sturgis Annex to preserve property, evidence, and equipment stored in the building. This building houses personnel as well as valuable Police Department assets. The roof currently leaks.

Police Academy: In response to reductions in the General Fund, Measure O funds allow the Police Department to hire five (5) public safety trainees. These trainees attended the nearby regional academy in October of 2019. Measure O's contributions are for personnel costs (salary and benefits) of these trainees for the six (6) month period while they are in the academy.

Fire Academy: The Fire Department is hosting an academy to fill eleven vacancies in the rank of firefighter. Funding covers hiring costs, personal protective equipment, salary for recruits while attending the sixteen week academy and station coverage for the cadre.

Fire Over-Time Subsidy: The City Council approved an augmentation for overtime that allows all fire stations to remain fully staffed and apparatus to remain in service for the 2019/20 fiscal year.

STREETS, ALLEYS AND ROAD IMPROVEMENTS

2014 Lease Revenue Street Bond: This is the debt payment for streets resurfacing improvements.

Alley and Roadway Repair: These moneys are used to reconstruct badly deteriorated alleys throughout the City and repair badly deteriorated sections of neighborhood and major City streets to avoid costlier reconstruction.

Intelligent Transportation System: The Intelligent Transportation System maintenance contract provides for troubleshooting, monitoring, and repair of: existing ITS software; hardware networking systems, including routers, switches, and fiber optic connections; video detection hardware and software; and Closed-Circuit Television (CCTV) cameras at intersections. The maintenance contract ensures the functionality and effectiveness of the system to monitor and respond to traffic incidents, hardware failures, and emergency vehicle preemption.

PARKS, OPEN SPACE, RECREATION, AFTER SCHOOL PROGRAMS, SENIOR SERVICES

College Park Annual Maintenance: Measure O funds are utilized to support the operations and maintenance of College Park. College Park consists of five athletic sport fields with professional lighting; basketball courts, a skatepark, a complete kitchen-type concession stand; a group area; ADA-compliant restrooms; a parking lot; security lighting, landscaping and irrigation; a maintenance yard; maintenance equipment; and fencing to protect the investments in this park.

College Park Monitors: It is estimated that within the City of Oxnard there are over 15,000 youth as well as adult soccer players. To help secure their safety as well as a positive environment, the City monitors College Park. The monitoring of College Park includes soccer, flag football, skateboarding and any other recreational program that brings high attendance to the park. The monitors at College Park are also responsible for lining the athletic fields in addition to staffing the snack bar for high attendance events.

Day at the Park-Special Needs: This funding enhances the Special Populations program by offering additional program days in June through August and a special holiday event in December. Also, this funding supports our Challenger Football program and helps the Challenger Baseball program.

Homework Center Main Library: These funds provide the Homework Center for twenty hours per week year-round. The program consists of a part-time library aide and volunteers.

The Integrated Library System (ILS): The Library's Sirsi ILS was antiquated and inefficient, which necessitated intensive staff support, as the vendor would no longer maintain it. The implementation of the new Polaris system helped create a more efficient library operation by saving valuable staff time and bringing the Oxnard Public Library into the 21st century with its ease of use and modern technology. Polaris ILS is an automated solution with many versatile modules and features directly linked to the public. The system allows for more efficient check-in and check-out, billing and invoicing, cataloging and public access to the library's 400,000 volume collection.

Library Wi-Fi Operational: Measure O supports Wi-Fi availability at the Main Library, South Oxnard and Colonia Branch Libraries during all library open hours. Wi-Fi allows electronic device to exchange data wireless over a computer network. Wi-Fi expands computer access to Oxnard residents.

Mobile Activity Center (MAC): The MAC serves as a mobile recreation center. The Mobile Activity Center currently visits 16 parks (two per week) over an eight-week summer period. The staff engage the

neighborhood youth in various activities such as crafts, board games, sports, other recreational games, a jolly jumper and the City Corps Wagon Train.

Police Activities League (PAL): Measure O helps provide a ten-week summer basketball program that serves over 200 children. The moneys also provide the Summer Lunch Program in conjunction with the United States Department of Agriculture (USDA) at three sites (Southwinds, PAL, and Colonia), which serves over 1,300 children daily for ten weeks. The funds are also used for the Movies in the Park program, which reaches over 4,000 residents, and for a year-round Youth Directors program that teaches youth leadership and life skills. Measure O funding pays for the PAL boxing tournament, which allows Oxnard boxers to compete in a National PAL competition, and for an increase in staff levels during the school year because of the high attendance of youth at the PAL facility.

Pre-School To You: This program operates during the regular school year (September through June). The staff conducts classes in a neighborhood park or recreation center at different locations throughout the City. This provides an opportunity for preschool-age children to participate in activities that prepare them for kindergarten. Teachers work with the children on developing fine motor skills, recognizing letters and numbers, nutrition, physical fitness, social skills, and other relevant skills that will help with their successful transition into elementary schools. This program also offers a summer session that focuses on recreational themes and continuing to develop relevant social skills.

Senior Nutrition Program Enhancement: Senior Services provides a daily average of fifty to sixty congregate meals at two locations--the Wilson Senior Center and the Palm Vista Senior Center--five days a week. In addition to the congregate meals served daily, Senior Services administers a home delivery program for homebound seniors. Through a contract with Food Share, seniors receive ten frozen meals bi-weekly at their homes. The City currently serves between 90 to 105 homebound seniors. Food Share stores the meals and delivers them. This program is available for seniors who are at least 60 years of age and is in partnership with the County of Ventura's Area Agency on Aging.

Roof Replacement - PACC Ventura/Oxnard Rental Spaces*: Remove and replace the roofing material and metal flashing on the main rental spaces roof to prevent damage to structures and equipment and to protect and preserve inventory.

Roof Replacement - Colonia Park Basketball Gym and Youth Center*: Measure O funds the replacement of the roof for both the gym and youth center to prevent damage to structures and equipment and to protect and preserve inventory.

Roof Replacement - Wilson Senior Center Complex*: Measure O funds the replacement of roofs for the office, the arts building and the senior center to prevent damage to structures and equipment and to protect and preserve inventory.

OTHER USES

Downtown Arts Hub: An arts administrator will serve as an organization and community liaison and the City's in-house expert on arts administration. The incumbent is responsible for supporting the development and oversight of the City's public art program and the Downtown Arts Hub. These assignments include seeking out permanent and temporary public art installations; creating or locating community art projects; monitoring ongoing conservation and maintenance work of public art; and planning, developing, coordinating, leading, implementing and evaluating arts programs. The administrator also assists with the organization of special events, provides staff support to the Cultural Arts Commission, and collects and develops information related to various arts initiatives within the community. The immediate priority is to implement the Arts Hub Business Plan. This includes developing a call for artists, implementing marketing and communication strategies to coordinate branding and messaging, assisting with the launch of the creative placemaking mini grant program, implementing and overseeing the artist registry and assisting with the implementation and coordination of downtown programs and events.

Downtown Market Study: The City retained The Natelson Dale Group, Inc. (TNDG), a professional consulting firm specializing in market/financial analyses, which is preparing an assessment of potential development demand in Downtown Oxnard, identifying potential market niches within the larger competitive region, and attracting future downtown development. This will result in a baseline of market conditions relevant to the downtown's place in the larger City and Ventura County region. This report was completed in May 2019. Staff is now developing an action plan from this baseline document.

Economic Development Strategy: Funding is being used for an Economic Development Strategic Plan ("Plan"), which provides an assessment of the existing conditions that drive the economy in Oxnard. The Plan helps local stakeholders and decision-makers implement strategies that will contribute to the City's future economic health. The Plan includes strategic recommendations to enhance Oxnard's business climate, ensure the fiscal health of the City, and support economic growth in a manner consistent with the City's character.

Financial System: The City's current finance system is over twenty years old and is no longer capable of meeting today's financial reporting requirements. The City's external auditors reported 111 audit findings in FY2015, with approximately 25 findings related to deficiencies in the current system. This new system allows the City to cure the audit findings, provide better reporting, offer more transparency for the public, and be more efficient in the use of staff time.

Homeless Program: Funding to provide support for the start-up and operational costs for a year-round shelter facility for the homeless. This includes contracting with an operator agency to staff and manage the facility. The shelter will act as a navigation center with 24 hour security, sleeping, hygiene and nutrition services. Shelter participants also receive medical referrals, social services, and mental health services, along with bridge and permanent housing opportunities. Other services include street outreach, workforce training and educational programs in order to establish pathways out of homelessness. Annual operational costs are anticipated to be nearly twice this amount. However, matching funds will be provided by the County of Ventura and private donors.

Homeless Shelter Acquisition: This funding will be used to leverage and acquire a suitable building to operate a year-round shelter. This funding also is used to match the County of Ventura's approval to assist Oxnard with funding for a homeless shelter acquisition. The Housing Department may also use a HUD Section 108 loan to further leverage resources for the acquisition of a building. The County match and Section 108 amounts are pending the cost of prospective real estate. Funding is also needed to make renovations to a site, such as additional showers, bathrooms, and kitchen and storage facilities.

Local Coastal Plan – CivicSpark Intern: Funding has provided the City with an opportunity to participate in the CivicSpark Fellowship Program. CivicSpark is a Governor's Initiative AmeriCorps program dedicated to building capacity for local governments in California to address community resilience issues such as climate change, water resource management, and access to opportunities through eleven-month internships. The City is seeking a CivicSpark fellow to assist the City in the Local Coastal Program update. The CivicSpark fellow also provides technical assistance in analyzing the results of assessment reports and provides recommendations on which strategies, policies and regulations are best suited to the specific conditions, development patterns, and resources of the City's coastal zone. Additionally, the CivicSpark fellow provides assistance in facilitating public workshops and prepares and revises the regulatory amendments based on decision-maker input. The CivicSpark fellow's knowledge of the emerging topics related to sea level rise will provide a valuable service to the City when preparing policies and regulations and interacting with the general public, outside agencies and decision-makers.

Ormond Beach Enhancement: Measure O funding provides for ongoing enhancement activities to the Ormond Beach wetlands area.

Safe Homes, Safe Families: Funding provides for support of the Safe Homes Safe Families program. The program focuses resources and efforts on existing code compliance cases and includes education, outreach, conducting research, meeting with affected parties, inspections, and enforcement of City codes.

Spanish Language Interpretation of Council Meetings: Measure O funds language interpreting and translating provided on-location, conference English-Spanish/Spanish-English interpretation services for City Council meetings and broadcasting over the City's government channel SAP system and for members of the public in attendance at the meetings. Interpretation services are provided at regular and special City Council meetings.

Tenant Relocation Assistance: These funds provide immediate relocation assistance for tenants who are displaced from hazardous or dangerous dwellings that have been posted as unsafe by City inspectors due to neglect by the property owner. Any funds used for relocation assistance are collected from the responsible property owner and/or placed as a lien or special assessment against the property for future collection.

Measure O Audit: The Measure O ordinance requires the revenues and expenditures related to Measure O be included in the City's annual financial audit. This was not done in the past. The City's external auditor, Eadie & Payne, performed agreed-upon procedures for Measure O revenues and expenditures in both the 2018-19 and 2019-20 fiscal years.

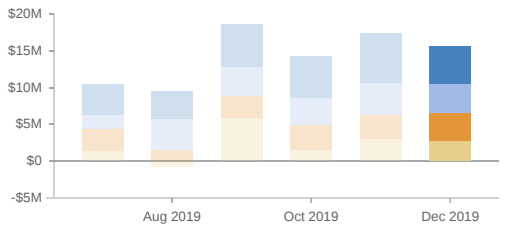
PACC Subsidy: This was a six-month agreement extension between the City and the non-profit Oxnard Performing Arts Center Corporation for $410,000 for the operation, maintenance, and management of the Performing Arts and Convention Center. The six-month extension allowed the Corporation to host the events it had scheduled through December 31, 2019.

Utilities (Enterprise Funds)

The City of Oxnard provides three utility services for its residents; water, wastewater, and environmental resources (solid waste management). These are accounted for in funds called enterprise funds, and each one operates similar to a regular business in that the costs are recovered through fees paid by the residents and businesses who use the services. Utility rates have to cover not only the ongoing cost of providing the commodities and services but also debt service (principal and interest) on municipal bonds issued to pay for long-lived infrastructure like treatment plants, pump stations, lift stations and underground piping. Furthermore, the enterprise funds must also set aside adequate reserves to replace or upgrade capital equipment and installations in emergencies as they age or become subject to new regulatory requirements.

Revenue - All Utilities

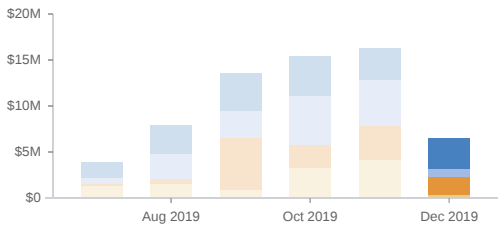
Monthly Revenue



$15,707,653.00
in Revenues in Dec 2019

Expenses - All Utilities

Monthly Expenses

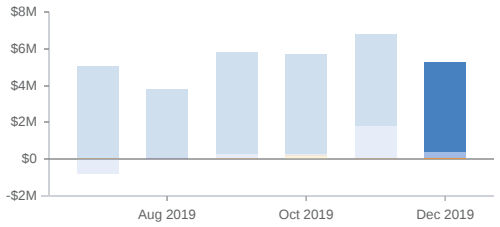


$6,565,471.00
in Expenses in Dec 2019

City utilities are funded by the rates charged to the residents and businesses that use them.

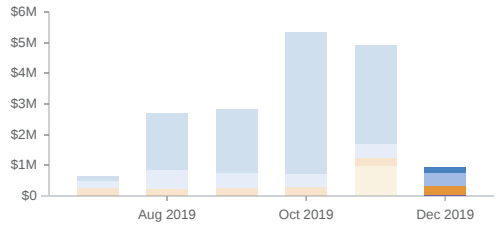
By State law (Proposition 218), utility revenue may not be expended for purposes unrelated to the utility that charged it. Revenues raised by utilities cannot be used to pay for general government expenses beyond reimbursing the City for the services that actually benefit the utility.

MONTHLY WATER REVENUES



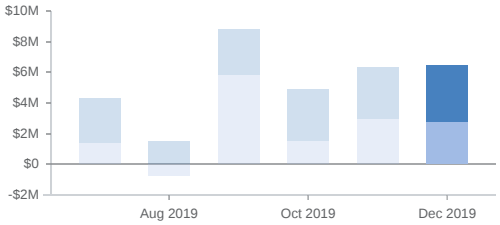
$5,256,405.00
in Revenues in Dec 2019

MONTHLY WATER EXPENSES



$931,254.00
in Expenses in Dec 2019

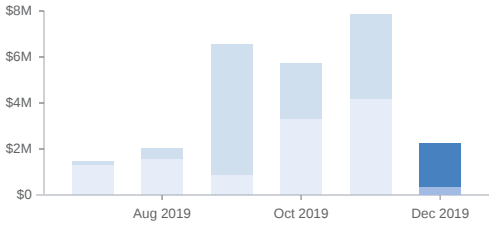
MONTHLY WASTEWATER REVENUES



$6,498,019.00

in Revenues in Dec 2019

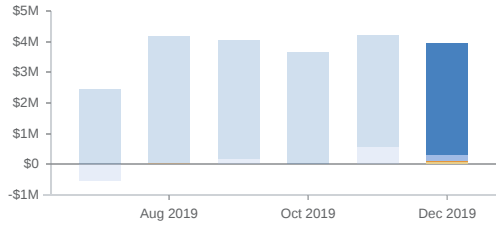
MONTHLY WASTEWATER EXPENSES



$2,249,909.00

in Expenses in Dec 2019

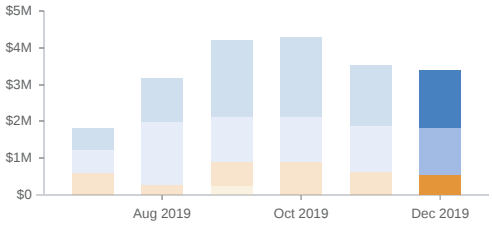
MONTHLY ENVIRONMENTAL RESOURCES REVENUES



$3,953,229.00

in Revenues in Dec 2019

MONTHLY ENVIRONMENTAL RESOURCES EXPENSES



$3,384,308.00

in Expenses in Dec 2019

CITY OF OXNARD CALIFORNIA

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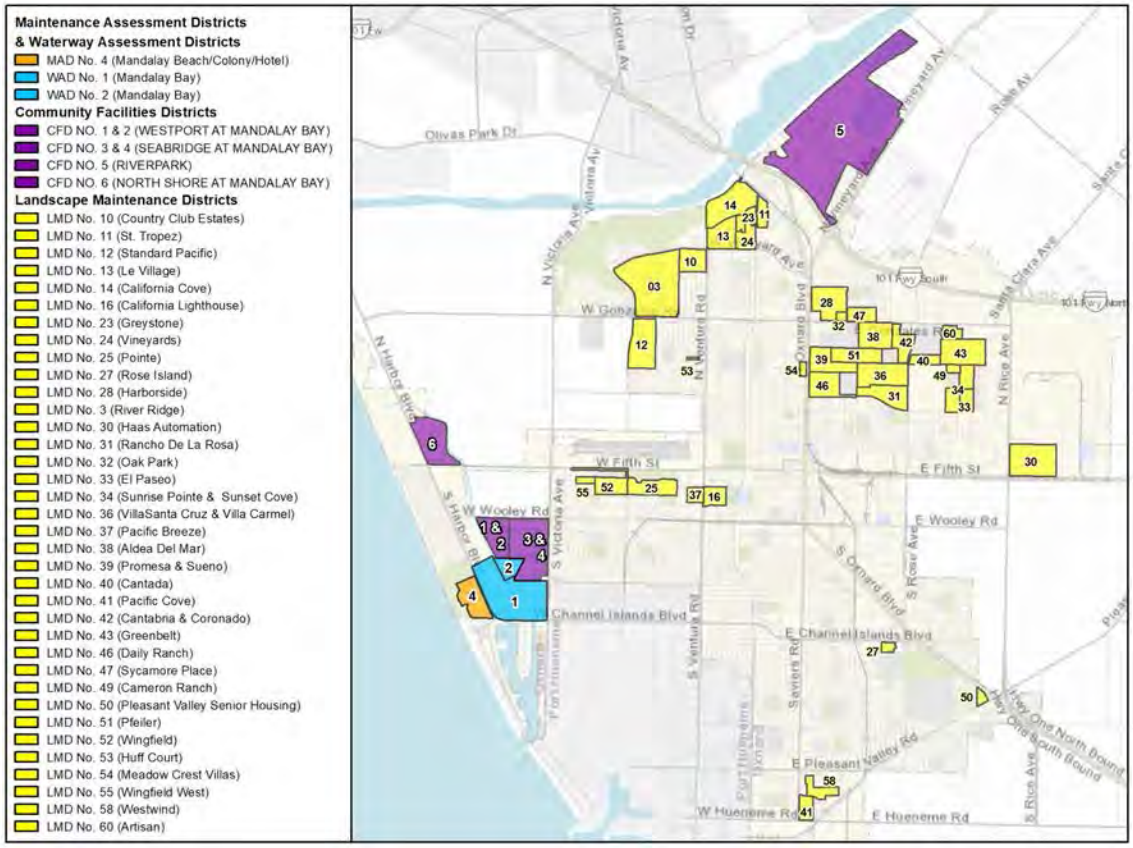
SPECIAL DISTRICTS

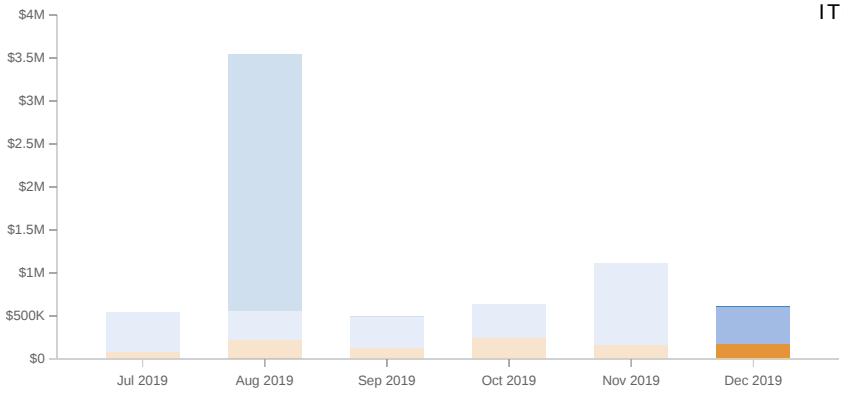
Certain areas within the City pay a separate parcel tax to improve and maintain the public amenities within those areas. These are typically called landscape maintenance districts or Mello Roos community facilities districts. The taxes can be used to fund streets, landscaping, lighting, water, and drainage, even infrastructure like schools and parks. Larger separate parcel projects may require bond financing that is repaid over time through these assessments on the residents and businesses within the district that benefit from the improvements. As a result of paying more, these districts with separate parcel taxes -- above and beyond their regular property taxes -- have additional dedicated resources to tend to the landscaping, lighting, parks and residential streets than the areas that do not pay the additional tax.

MAP OF OXNARD'S SPECIAL ASSESSMENT DISTRICTS



Special Districts Monthly Expenses

Updated 2 weeks ago



$619,085.00

in Expenses in Dec 2019

Click to view more detail on Special Assessment Districts Expenses

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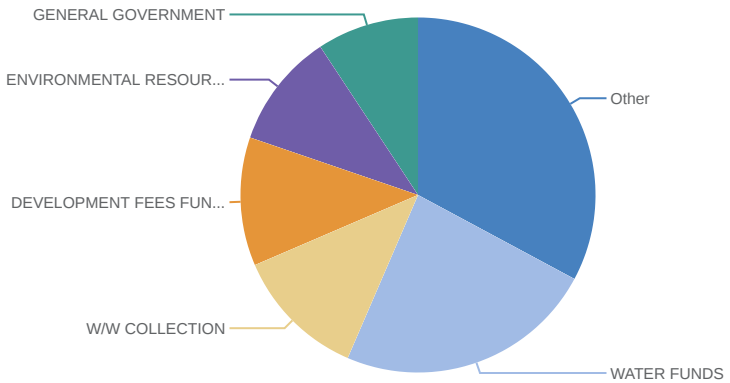
CASH BALANCES BY FUND

Cash Balance by Fund

Click on the graph to see detail. For example, the General Fund and Measure O fund can be found under the category "General Government."

Updated 3 days ago



$300,129,419.82

in Assets in Dec 2019

Click on the graph to see more detail about fund cash balances. This cash is not all available to spend. Some of it is restricted for specific uses, some of it is bond revenue held by trustees and fiscal agents, some of it is reserved for future capital needs, and some is held for operating reserves. The cash reported includes that invested by the City Treasurer as well as that held by banks as fiscal agents.

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CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS (5:00 PM)
AGENDA ITEM NO. D.2

DATE: March 17, 2020

TO: City Council

FROM: Scott Whitney, Police Chief, (805) 385-7624, scott.whitney@oxnardpd.org

SUBJECT: Pedestrian and Bicyclist Safety. (15/10/5)

RECOMMENDATION

That the City Council receive a presentation on pedestrian and bicyclist safety. (Public Safety Committee approved 3-0)

BACKGROUND

The goal of each community is to provide safe and convenient transportation choices to all citizens, whether it's by walking, bicycling, transit, or driving. Each year, unfortunately, pedestrian and bicyclist fatalities in the United States comprise about 16 percent of all traffic fatalities with approximately 5,000 pedestrian deaths and 800 bicyclist deaths. Another 65,000 pedestrians and 48,000 bicyclists are injured nationally in roadway crashes annually. Many more non motorized road users are injured each year, in addition to many unreported crashes or near misses involving pedestrians and bicyclists. (1) These numbers have been rising recently and this is unacceptable. (2)

In Oxnard, the challenges are similar to communities throughout the nation. While the number of pedestrian and bicycle-related traffic collisions have remained steady over the last several years, 2019 was a tragic year as it related to traffic collision fatalities. In 2019, the city of Oxnard experienced seven (7) pedestrian-related fatalities and five (5) bicycle-related fatalities. Those tragedies included the death of an 8-year old student struck by a van while walking to school early in the morning on Cooper Road.

While the Police Department works to improve the safety of pedestrians and bicyclists through community education, enforcement of laws, and collaboration with the Traffic Engineer's Office, there are still considerable challenges to overcome. The city of Oxnard is over one-hundred (100) years old and the infrastructure and design of many of the thoroughfares are incompatible with the current needs of the population. We have a “commuter-based population” which lends to high volume and high speeds during peak traffic hours. There is a lack of properly marked bicycle lanes on the major thoroughfares and wide roads at major crossing locations. Crash risk increases on wide roads (four lanes or more) with high motor vehicle speeds and volumes. Intersections are more difficult to cross when pedestrians encounter wide crossing distances, large turning radii, multiple turn lanes, or traffic controls that are confusing or complex. Roadways with high vehicle speeds and volumes create potential for conflicts for bicyclists, who may resort to riding on sidewalks that do not provide adequate separation from pedestrians. (3)

As referenced above, issues related to traffic have historically been addressed through the “Three E’s” of traffic to include: Education, Enforcement, and Engineering. Several of our education efforts include:

- Traffic Safety Fairs
- Collaborating with Community Based Organizations
- Participating in National Traffic Safety Educational Campaigns

● Traffic Safety Courses
● Social Media Public Safety Awareness Campaigns
● Community Bike Rides to Promote Bicycle Safety
● Officer Training

It is imperative that the education efforts not only target those currently driving motor vehicles but the youth in our community that are most often our pedestrians and bicyclists. In addition, educational issues focus more on teaching the audience rules and regulations that they are expected to follow and how these rules and regulations are enforced. Informational issues focus more on issues such as what it takes to be a safe pedestrian or bicyclist (e.g., always use a crosswalk, push the call button to receive the pedestrian signal, always look left-right-left before crossing the street). (4)

Enforcement efforts led by the Police Department include:

● Office of Traffic Safety Grant Funded Enforcement Operations including,
  ○ National Bicycle and Pedestrian Enforcement Campaigns
  ○ Highly publicized Enforcement Operations in Areas of High Bicycle/Pedestrian Collisions Resulting from Violations Made by Pedestrians, Bicyclists and Drivers
● School Zone Traffic Enforcement
  ○ Collaborating with School Resource Officers for School Zone Traffic Safety

The final "E", engineering, is accomplished in partnership with the City Traffic Engineer's office. Engineering efforts may include:

● School Safety Assessments with School Districts and Traffic Engineer's Office
● Evaluation of Intersections with High Collision Rates and Potential Traffic Signal Timing or Flow Design
● Working with Traffic Engineer's Office and UC Berkeley to Complete a Streets Safety Assessment

As we progress into 2020, pedestrian and bicycle safety will remain a high priority for city staff. Future efforts to address the ongoing issues may include:

● Grant Funding through the Office of Traffic Safety
  ○ S.T.E.P. Grant - Enforcement and Education Based
● Pedestrian and Bicycle Safety Grant - Education Based
  ○ Participation in Walking Field Trips, Safe Routes to School, & Walking School Buses
● Bicycle Safety Rodeos
● Community Safety Presentations
● Continuing to Collaborate with the Traffic Engineer's Office
● School Safety Assessments
● Recommendations on Roadway and Intersection Design
● Signal Timing and Pavement Marking
● Developing a Pedestrian and Bicycle Safety Action Plan

(1) Stutts, J. C., & Hunter, W. W. (1999). Motor vehicle and roadway factors in pedestrian and bicyclist injuries: An examination based on emergency department data. Accident Analysis and Prevention, 31, 505-514.
(2) U.S. Department of Transportation, Federal Highway Administration, Pedestrian & Bicycle Safety
(3) https://safety.fhwa.dot.gov/ped_bike/ped_focus/docs/fhwasa17050.pdf
(4) U.S. Department of Transportation, Federal Highway Administration, Promoting Pedestrian and Bicyclist Safety to Hispanic Audiences, 2005

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

There is no financial impact.

COMMITTEE OUTCOME

The Public Safety Committee received the presentation on January 28, 2020 and approved the staff recommendation 3-0 to forward the item to Council.

Prepared by: Denise Shadinger, Police Commander

ATTACHMENTS

1. Dangerous-by-Design-2019
2. Pedestrian and Bicycle Safety Presentation

Source: April Bertelsen, PBOT

Source: Dr. Scott Crawford

ITEM #D-2

2019 DANGEROUS BY DESIGN

Source: Stephen Lee Davis / SLA

Smart Growth America
Improving lives by improving communities

National Complete Streets Coalition

Smart Growth America
Improving lives by improving communities

National Complete Streets Coalition

SMART GROWTH AMERICA is a national organization dedicated to researching, advocating for, and leading coalitions to bring better development to more communities nationwide. From providing more sidewalks to ensuring that more homes are built near public transportation or that productive farms remain a part of our communities, smart growth helps make sure people across the nation can live in great neighborhoods. Learn more at www.smartgrowthamerica.org.

The **NATIONAL COMPLETE STREETS COALITION,** a program of Smart Growth America, seeks to fundamentally transform the look, feel, and function of the roads and streets in our communities, by changing the way most roads are planned, designed, and constructed. Complete Streets policies direct transportation planners and engineers to consistently design with all users in mind. Learn more at www.smartgrowthamerica.org/complete-streets.

This project was made possible by the following organizations:

AARP is the nation's largest nonprofit, nonpartisan organization dedicated to empowering Americans 50 and older to choose how they live as they age. With nearly 38 million members and offices in every state, the District of Columbia, Puerto Rico and the U.S. Virgin Islands, AARP works to strengthen communities and advocate for what matters most to families with a focus on healthy security, financial stability and personal fulfillment. The AARP Livable Communities initiative works nationwide to support the efforts of neighborhoods, towns, cities, counties and rural areas to be livable for people of all ages.

Websites: AARP.org and AARP.org/Livable | Email: Livable@AARP.org | Free Newsletter: AARP.org/Livable-Subscribe
Facebook: /AARPLivableCommunities | Twitter: @AARPLivable | 601 E Street NW, Washington, D.C. 20049

Founded in 1899, the **AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS** is the professional association for landscape architects in the United States, representing more than 15,000 members. The Society's mission is to advance landscape architecture through advocacy, communication, education, and fellowship. Sustainability has been part of ASLA's mission since its founding and is an overarching value that informs all of the Society's programs and operations. ASLA has been a leader in demonstrating the benefits of green infrastructure and resilient development practices through the creation of its own green roof, co-development of the SITES® Rating System, and the creation of publicly-accessible sustainable design resources. Learn more at www.asla.org.

NELSON\NYGAARD CONSULTING ASSOCIATES is an internationally recognized firm committed to developing transportation systems that promote vibrant, sustainable, and accessible communities. We plan and design connected complete streets that put people first. Learn more at www.nelsonnygaard.com.

In addition, thank you to the following individuals for your support and for adding your voices to call for safer streets:

John David Carson
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John D Thompson

Project Team: The primary author of the language in this report was Heather Zaccaro. Jordan Chafetz and Sophie Schonfeld conducted all analyses and created the maps and figures throughout this report. This project was conducted under the leadership and guidance of Emiko Atherton, Stephen Lee Davis, and Michael Rodriguez.

EXECUTIVE SUMMARY

Between 2008 and 2017, drivers struck and killed 49,340 people who were walking on streets all across the United States. That's more than 13 people per day, or one person every hour and 46 minutes. It's the equivalent of a jumbo jet full of people crashing—with no survivors—every single month.

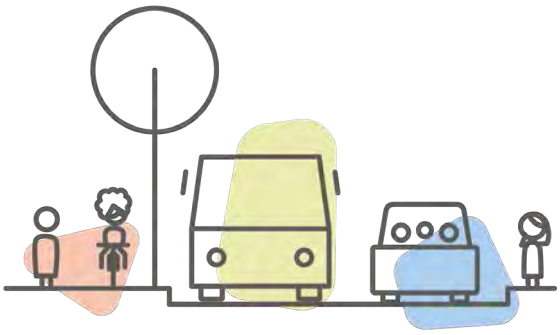
In the past decade, the number of people struck and killed while walking increased by 35 percent. 2016 and 2017 were the two highest years since 1990 for the number of people who were killed by drivers while walking.

This report ranks states and metropolitan areas around the country using our "Pedestrian Danger Index", or PDI. This index measures how deadly it is for people to walk based on the number of people struck and killed by drivers while walking, controlling for the number of people that live in that state or metro area and the share of people who walk to work. The 2019 edition of *Dangerous by Design* includes traffic deaths that occurred between 2008 and 2017 from the Fatality Analysis Reporting System (FARS), a national database of all fatal traffic crashes.

What this report shows is that our streets aren't getting safer. Even more so, while traffic deaths impact every community in the United States, states and metropolitan areas across the southern continental United States, older adults, people of color, and people walking in low-income communities bear a higher share of this harm.

Why is this happening? We're not walking more, and we're only driving slightly more than we were back in 2008. What is happening is that our streets, which we designed for the movement of vehicles, haven't changed. In fact, we are continuing to design streets that are dangerous for all people. Furthermore, federal and state policies, standards, and funding mechanisms still produce roads that prioritize high speeds for cars over safety for all people.

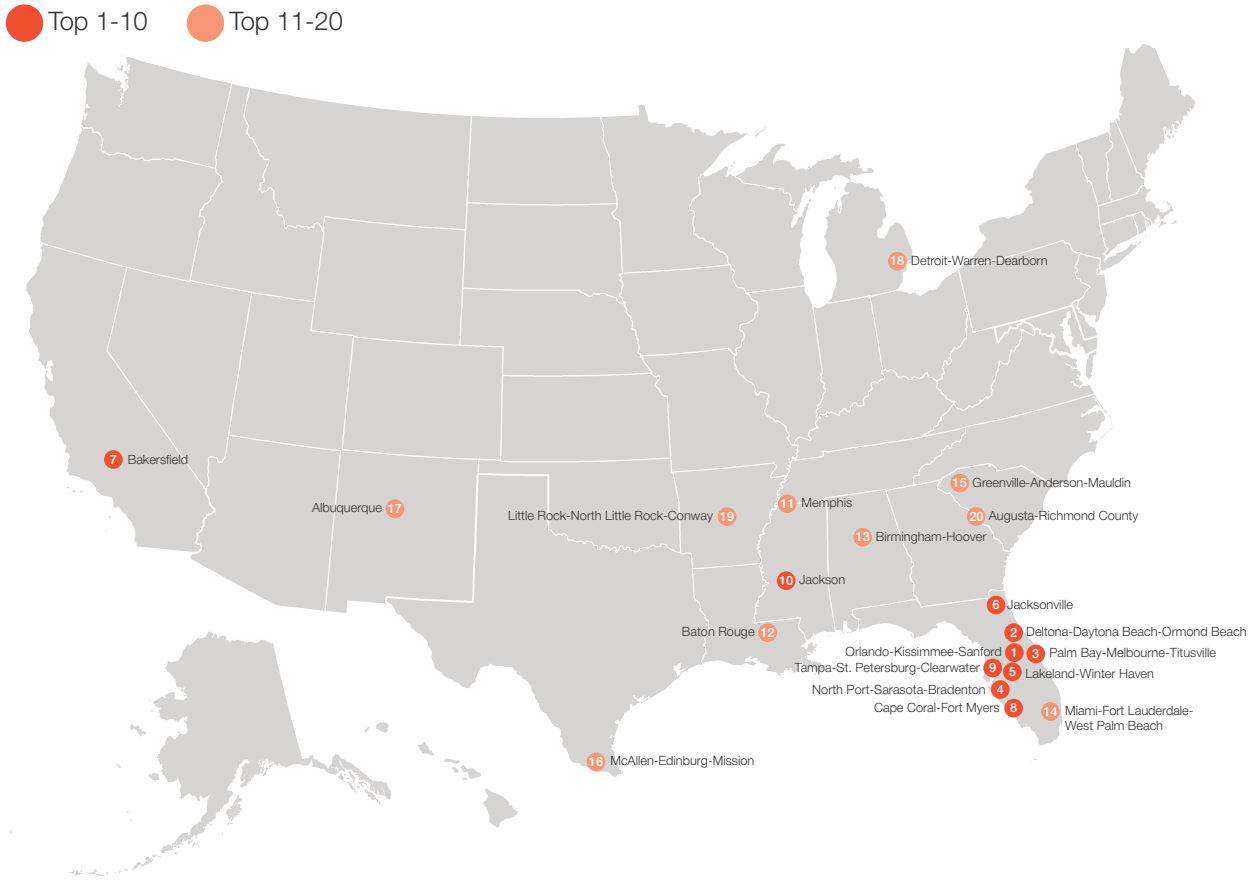
To reverse this trend and save lives, we need to protect all users of the transportation system through our policies, programs, and funding.



Federal funds, policies, and standards helped to create this problem and have a role in improving the streets we build tomorrow.

THE TOP 20

Most Dangerous Metropolitan Areas for Pedestrians
(2008-2017)



Our federal government needs to take the lead on prioritizing safer streets. Federal dollars and policies helped create these unsafe streets in the first place. And federal funds, policies, and guidance have a significant role to play in fixing these streets and in designing the streets we'll build tomorrow.

We call on Congress to adopt a strong, federal Complete Streets policy that requires state departments of transportation (DOTs) and metropolitan planning organizations (MPOs) to consistently plan for all people who use the street, including the most vulnerable users.

We call on state DOTs and MPOs to put people first and give their organizations the tools and training they need to create transportation networks that serve all users.

We call on the over 1,400 communities that have adopted a Complete Streets policy to turn their vision into practice and implementation.

And we call on you to demand safer streets from the elected officials in your communities.

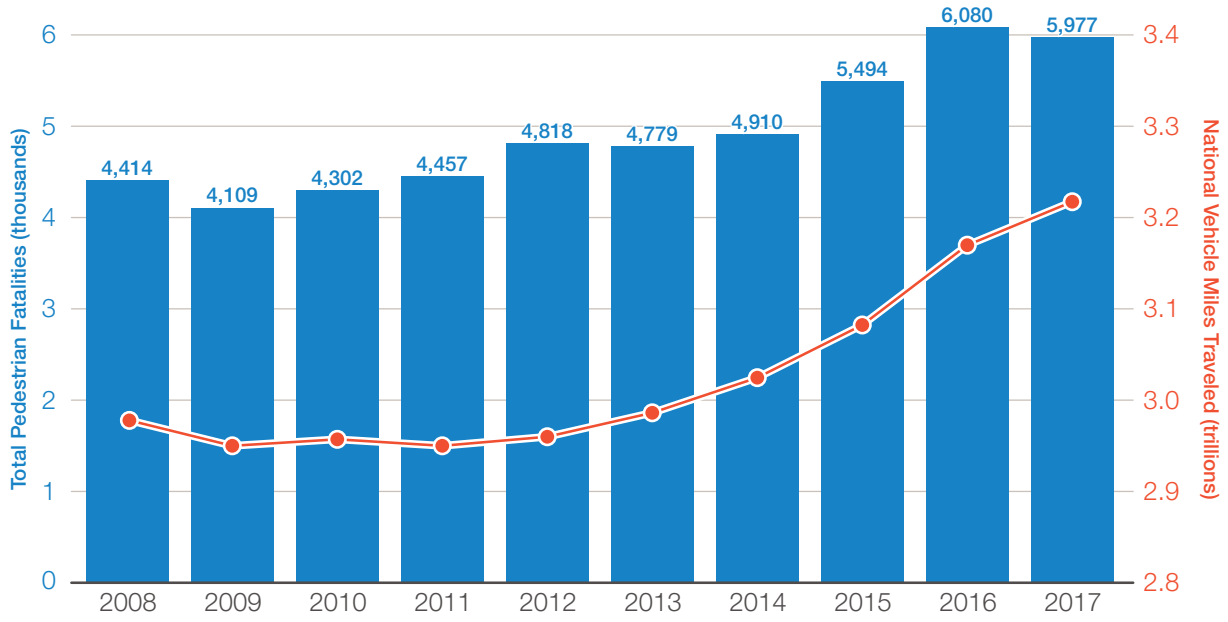
INTRODUCTION

Between 2008 and 2017, drivers struck and killed 49,340 people while they were walking throughout the United States.[1] That's more than 13 people per day, or one person every hour and 46 minutes. It's the equivalent of a jumbo jet full of people crashing—with no survivors—every single month.

Unlike traffic fatalities for motor vehicle occupants, which decreased by 6.1 percent from 2008 to 2017, pedestrian deaths have been steadily rising since 2009. In 2015, 5,494 people died while walking, an unprecedented increase of 11.9 percent compared to the previous year. In 2016, pedestrian deaths rose by another 10.6 percent to 6,080. Deaths declined slightly in 2017 to 5,977, but this is nothing to celebrate—it's still the second highest body count on record since 1990.[2]

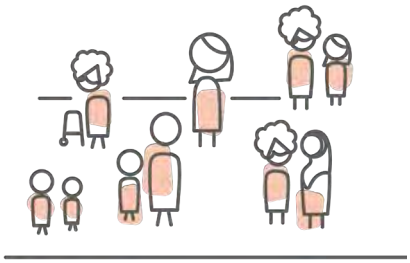
> "How do we shift safety culture? One fatality on a U.S. air carrier in nine years, and everyone in this room knew about it. So why do we under-react to hundreds of tragic deaths every day on our roads?"
>
> -Deborah Hersman, former President & CEO, National Safety Council

Pedestrian Fatalities and Vehicle Miles Traveled (VMT) (2008-2017)

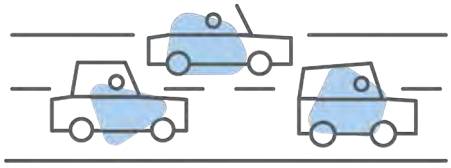


ITEM #D-2

WHY IS THIS HAPPENING?



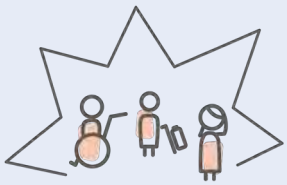
ARE WE WALKING MORE? Not really. Although individual cities and metropolitan areas have observed increased walking rates, the share of trips made by walking nationwide barely increased from 2009 to 2017 according to the National Household Travel Survey, and the total number of all trips, including walking trips, decreased during this time.[3]



ARE WE DRIVING MORE? Vehicle Miles Traveled (VMT), or the total amount of driving we do as a nation each year, has gradually increased since 2011. However, as shown in the chart on the previous page, VMT in 2017 was only 8.1 percent higher than it was in 2008 before the economic recession, but the number of people struck and killed by drivers while walking rose by more than a third during this time period and is higher now than it's been in nearly three decades.[4,5]

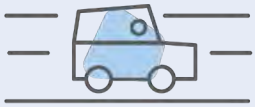
BY THE NUMBERS

From 2008 to 2017:



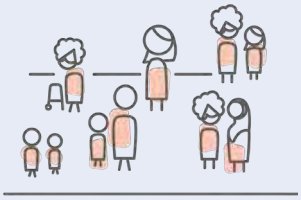
Pedestrian deaths **increased** by

35.4%



Vehicle miles traveled **increased** by

8.1%



Walking as a share of all trips **increased** by

less than 1%*

*from 2009 to 2017

Traffic deaths among motor vehicle occupants **decreased** by

6.1%

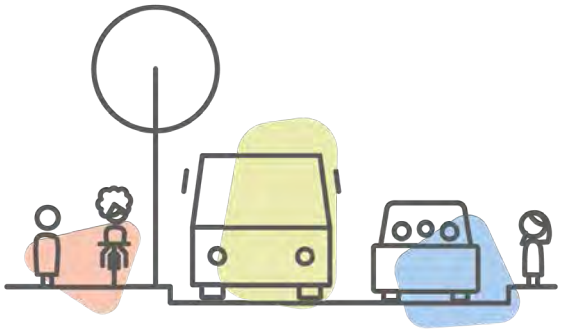
Source: Stephen Lee Davis / Smart Growth America

WHAT'S GOING WRONG?

We continue to design streets that are dangerous for all people, not just because we keep repeating the same mistakes, but because our federal policies, standards, and funding mechanisms that have been in place for decades produce dangerous roads that prioritize high speeds for cars over safety for all people.

Additionally, more people are driving cars that the National Highway Traffic Safety Administration (NHTSA) has determined to be notoriously dangerous for people walking. According to a 2015 NHTSA report, SUVs (sport utility vehicles) and pickup trucks are two to three times more likely than smaller personal vehicles like sedans to kill people walking in the event of a crash. A recent Detroit Free Press article observed that SUV sales have climbed steadily since 2012, surpassing sedans as the best-selling type of vehicle nationwide as of 2014.[6,7]

This year, Congress has a major opportunity to reshape our mobility future as they begin the work of reauthorizing our federal transportation bill in 2020. To address our continuing safety problems, they must create policies that change the way we fund, design, and measure the success of our streets nationwide to make sure the safety of all people who use the street including people walking, is our highest priority.



Our federal government needs to take the lead on prioritizing safer streets. Federal dollars and policies helped create these unsafe streets in the first place. And federal funds, policies, and standards have a significant role to play in fixing these streets and in designing the streets we'll build tomorrow.

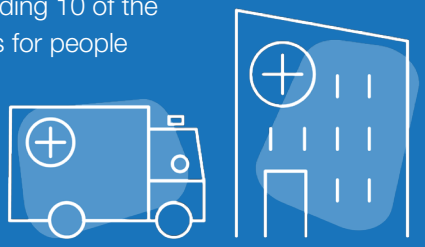
We need a strong federal Complete Streets policy that requires state departments of transportation to consistently plan for all people who use the street, including the most vulnerable users. Federal policy must also open the door for flexible guidance to allow planners and engineers to make innovative decisions about how to design roadways to accommodate all users. We need performance measures that ensure states set targets that require progress toward creating safer streets and hold them accountable for achieving reductions in serious injuries and fatalities, penalizing them for failing to meet those targets. And we also need more high quality data on the street conditions where fatalities occur and on traffic-related injuries nationwide to help us better diagnose and solve the problem.

Funding is a first step. But not the last. As long as the federal government continues to invest the lion's share of our transportation funding in building, maintaining, and widening streets for cars instead of creating safer streets for people, we will continue to see more people being killed while walking. National policy must reflect safety as a higher priority. This will result in the reallocation of our current spending to invest in safety for all users and help to establish dedicated funding programs for projects to support walking, biking, transit, and other modes of transportation.

Emerging technologies such as automated vehicles (AVs) aren't the answer either. These technologies are not going to solve our safety problems for us, especially not when it comes to the safety of people walking. AVs may not always be able to reliably detect people walking and biking. Additionally, under pending federal legislation, states and cities will have little to no oversight over how these technologies are deployed within their own communities.

"ACCEPTABLE" DEATHS?

Many states—including 10 of the 20 most dangerous for people walking—planned for more pedestrian deaths in 2018 than 2017.



Under the Federal Highway Administration's Highway Safety Improvement Program (HSIP), state departments of transportation were required to set performance targets for traffic fatalities and serious injuries and then monitor their progress over time. Unfortunately, a closer look at these targets reveals just how low the bar is for safety in many states which are setting targets that would actually increase pedestrian fatalities.

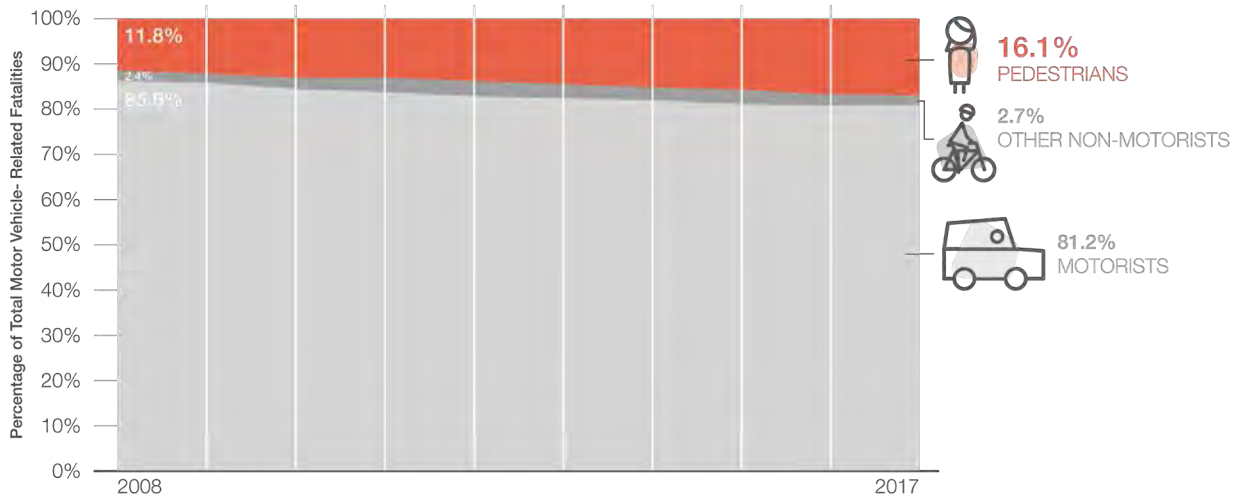
In 2017, states updated their safety goals for 2018, including setting target numbers for deaths and serious injuries among people walking, biking, or using other non-motorized forms of travel. 18 states established targets for non-motorized deaths and injuries that are higher than the number of people killed or injured in the most recent year of data reported. Ten of these 18 states—Alabama, Arkansas, California, Delaware, Florida, Kentucky, Michigan, Missouri, Nevada, and Oklahoma—are among the top 20 most dangerous states for people walking.

The only "acceptable" number of deaths on our roadways is zero, but every single state—whether seeking to marginally reduce pedestrian deaths and injuries or allow them to continue climbing unabated—established a target for "success" that allows these preventable deaths to continue or even increase.

We can and must raise the bar by requiring states to set safety targets that reduce rather than increase the number of people killed or seriously injured while walking or biking on our streets, ultimately working toward eventually eliminating all traffic-related deaths and serious injuries. However, to make this vision a reality, we need a strong federal policy with binding enforceable requirements that hold states to higher safety standards.

ITEM #D-2

Motor Vehicle Related Fatalities



We must make preventing traffic deaths a higher priority nationwide, including for people walking. Of all the people that die in traffic crashes on our roads, people walking now comprise 16.1 percent of all deaths, and as shown above, that share has been consistently growing for more than a decade.[8] Better, faster trauma care and safety improvements for occupants of vehicles ranging from seatbelts to automatic braking and lane departure warnings have played an important role in saving lives on our roadways overall. However, the safer street and vehicle design standards needed to protect people walking have progressed slowly or not at all.

This report ranks the most dangerous states and metropolitan areas across the United States for people walking. It also exposes disparities in which groups of people are most at risk of dying while walking.

Traffic deaths impact every community in the United States, but states and metropolitan areas across the southern continental United States, older adults, people of color, and people walking in low-income communities bear a higher share of this harm.

It is our hope that this report will inspire communities across the country to take action. Policymakers at the federal, state, and local level can and should do more to ensure streets are designed and operated to protect the safety of all people who use them regardless of age, ability, income, race, ethnicity, or mode of transportation.

WHAT CAN BE DONE TO ADDRESS THIS PROBLEM?

It's thankfully not a mystery—we have the recipe in our hands. At the federal level, we need a strong, federal Complete Streets policy as a first major step, but here are **nine** other concrete actions that policymakers, local leaders, engineers, and others can take at the state, metropolitan, or local level.

State actions

1. **Set performance targets that will improve safety.** State (DOTs) must be held accountable for making reductions in serious injuries and fatalities and should be penalized for failing to meet those targets. They certainly shouldn't receive funding for plans to increase fatalities. Read more on page 7.

2. **Prioritize safety over vehicle movement.** Though states might have a long list of goals or objectives for their transportation system, moving vehicles quickly and efficiently and maintaining pavement conditions generally take precedence. One way to make safety a higher priority is to get rid of the "level of service" design metric. Level of service, used by nearly all states, measures the success of a street solely based on vehicle delay. Minimizing vehicle delay as the number one goal often produces the roads that are the most dangerous by design.

3. **Provide state transportation officials and engineers with the most up-to-date training and education on implementing Complete Streets.** In states that have made a policy commitment to Complete Streets, often the professional staff tapped to implement changes lack the knowledge required, or the policies and decision-making frameworks already in place need to be updated to support Complete Streets. At the request of state or city DOTs, the National Complete Streets Coalition (and other programs within Smart Growth America) have provided staff with the training needed to embed Complete Streets in their day-to-day work and make safer projects a reality.

State or local actions

1. **Prioritize projects that will benefit those who suffer disproportionately.** Some groups, including people of color and people walking in lower-income communities, are disproportionately struck and killed while walking. To address this, decision-makers should prioritize the projects that would benefit these vulnerable users. For example, the Nashville Area Metropolitan Planning Organization, when deciding which projects to fund in their selection process, awards extra points to projects that will improve safety for people walking or biking in certain disadvantaged areas.[1]

2. **Embrace the flexibility provided by FHWA to design safer streets.** New design guidance from the Federal Highway Administration (FHWA) in 2016 gave states and cities wide latitude to design streets to best suit local needs and rolled back old regulations that treated all streets and roads like highways. This cleared the way for states, metro areas, and local communities to use federal dollars to design safer streets, yet many states falsely claim that federal guidelines continue to restrict innovative street design.

3. **Design roads to reduce speeds wherever possible.** For people on foot, the likelihood of surviving a crash decreases rapidly as speeds increase past 30 mph. The federal government already knows that excessive speed is a deadly problem in our nation's transportation system—the National Transportation Safety Board recently acknowledged this in a powerful report to FHWA.[2] The current practice of measuring how fast most traffic travels on a road and then setting speed limits so that only 15 percent of the drivers are exceeding that limit results in artificially high speed limits—and unsafe streets for everyone. Rather than designing roads that encourage speeding and then relying upon enforcement, states and cities should design roads to encourage safer, slower driving speeds in the first place.

4. **Pass actionable Complete Streets policies that lay the groundwork for implementation.** The National Complete Streets Coalition's policy framework provides guidance on how to craft a strong policy that sets up clear next steps to embed Complete Streets in routine transportation planning.[3]

5. **Stop referring to pedestrian fatalities as unavoidable "accidents."** City and state leaders should set an example by replacing the word "accident" with "crash" when discussing these preventable deaths. It's a small change that can make a big difference. Read more on page 22.

6. **Test out bold, creative approaches to safer street design.** Poor street design is neither an insurmountable nor expensive problem. Some cities have found success by testing out low-cost, short-term interventions to create safer streets and then measuring the results to gauge the impact of their projects to work toward permanent solutions.[4]

1. Building Healthy & Prosperous Communities: How metro areas are implementing more and better bicycling and walking projects. Transportation for America. December, 2017. http://t4america.org/maps-tools/healthy-mpos-guidebook/
2. Safety Study: Reducing Speeding-Related Crashes Involving Passenger Vehicles. NTSB/SS-17/01 PB2017-102341 National Transportation Safety Board. Adopted July 25, 2017. https://www.ntsb.gov/safety/safety-studies/Documents/SS1701.pdf
3. The Elements of a Complete Streets Policy, Effective 2018. Smart Growth America and the National Complete Streets Coalition. November, 2017. https://smartgrowthamerica.org/introducing-brand-new-grading-framework-complete-streets-policies/
4. Safety Demonstration Projects: Case studies from Orlando, FL, Lexington, KY, and South Bend, IN. Smart Growth America and the National Complete Streets Coalition. April, 2018. https://smartgrowthamerica.org/resources/safety-demonstration-projects-case-studies-from-orlando-fl-lexington-ky-and-south-bend-in/

ITEM #D-2

THE MOST DANGEROUS PLACES TO WALK

Our "Pedestrian Danger Index", or PDI, calculates how deadly it is for people to walk in a state or metropolitan area based on the number of people struck and killed by drivers while walking, controlling for the number of people that live in that state or metro area and the number of people that walk to work. Calculating PDI in this way corrects for places that may have higher numbers of fatalities simply as a function of higher numbers of people traveling on foot overall, allowing balanced comparisons between very different places. The share of people who walk to work is the best nationally available approximation of the total number of people who walk for all trips.

The 2019 calculations include traffic deaths that occurred between 2008 and 2017 from the Fatality Analysis Reporting System (FARS), a national database of all fatal traffic crashes. Walk to work and population data are taken from the U.S. Census Bureau's 2016 American Community Survey five-year estimates. For age, race, and ethnicity, we calculate a variation of PDI using walking rates from the 2017 National Household Travel Survey in lieu of Census data. Consult the Appendix for a more detailed description of our methodology.

This report calculates PDI for all 50 states (plus Washington, DC) and for the 100 largest census defined metropolitan statistical areas (MSAs) nationwide. However, just because your community does not fall within the top 10 or 20 most dangerous places is not necessarily cause for celebration. Since the previous edition of Dangerous by Design, which looked at pedestrian deaths between 2004 and 2015, PDI scores in the vast majority of states and metropolitan areas nationwide have worsened.

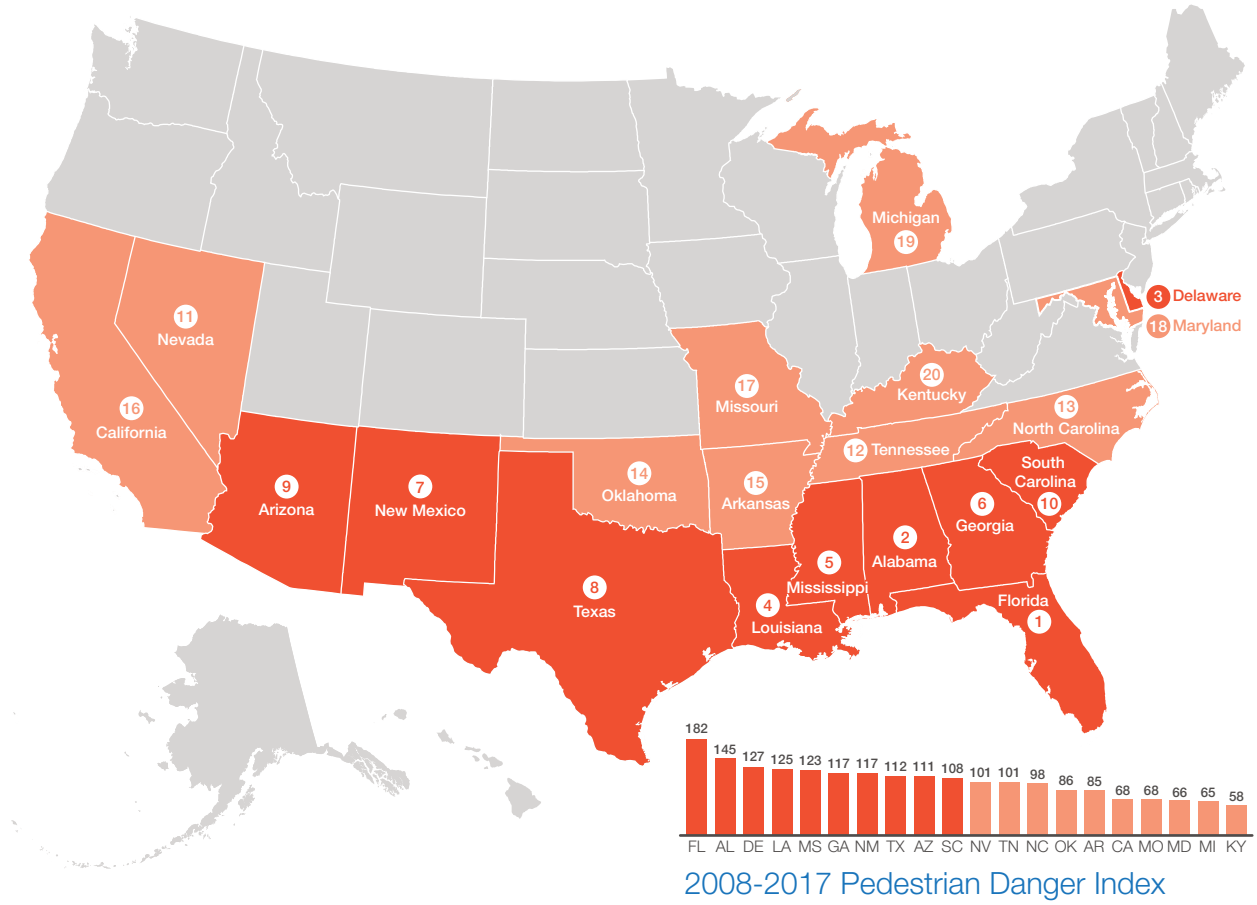
Source: Stephen Lee Davis, SGA

$$\frac{\frac{\text{Pedestrian Deaths}}{\text{Population}} \times 100{,}000}{\text{Percentage of Walking Trips}} = \text{Pedestrian Danger Index}$$

Compared to the previous decade of data in *Dangerous by Design 2016*, 39 states and the District of Columbia, and 79 out of the 100 largest metropolitan areas, **have become more dangerous for people walking.**

THE TOP 20

Most Dangerous States for Pedestrians
(2008-2017)



2008-2017 Pedestrian Danger Index

PDI BY STATE

The map above highlights the top 20 most dangerous states for people walking based on PDI scores. With just a few exceptions, the most dangerous states are located in the southern continental United States.

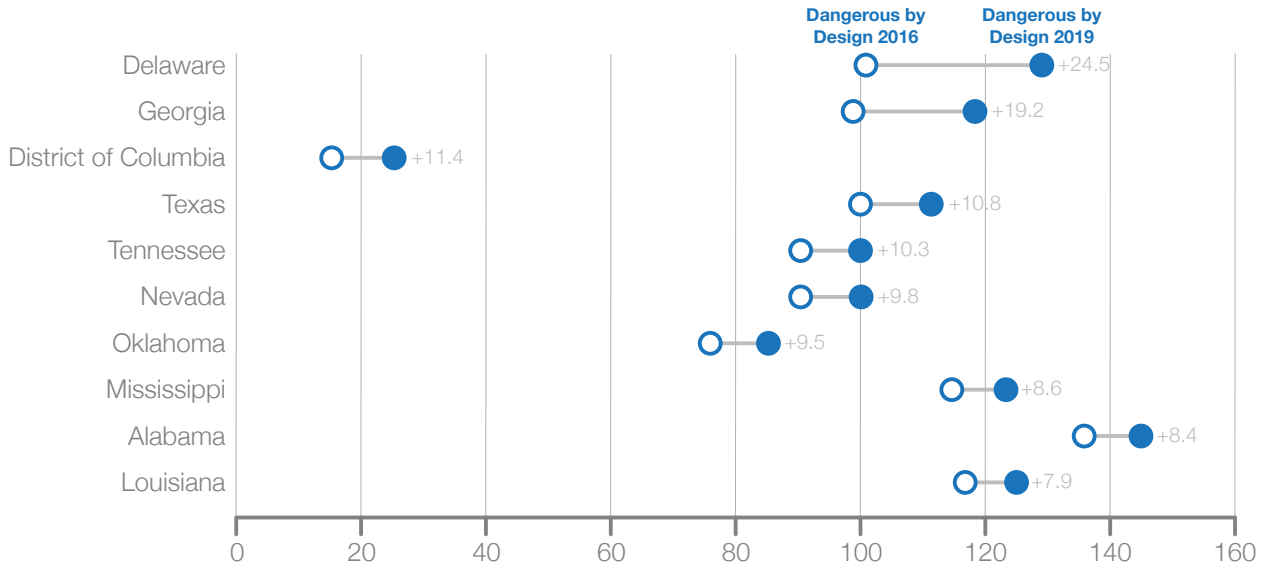
Why the Sun Belt?

Part of the reason for this may be because much of the growth in these places occurred in the age, and the development scale of, the automobile. Previous research by Smart Growth America found that in general, the most sprawling metropolitan areas with wider roads and longer blocks typically cluster in the southern states.[9] Furthermore, academic research has consistently linked these sprawling growth patterns to higher rates of both traffic-related deaths for people walking and traffic-related deaths overall.[10] Future research should explore how historic and ongoing street design practices contribute to these geographic trends.

Future research should explore how historic and ongoing street design practices contribute to these geographic trends.

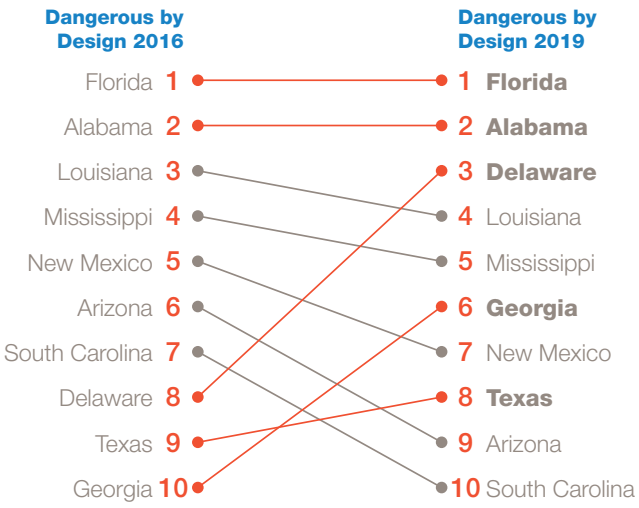
The figure below shows the 10 states that experienced the biggest increase in PDI since the previous iteration of *Dangerous by Design*. Compared to PDI scores for traffic deaths for the period from 2004 to 2015, PDI scores for these states for the decade from 2008 to 2017 rose by anywhere from 7.9 to 24.5 points, meaning these places have become even more dangerous for people walking.

States with Largest Increases in 10-Year PDI Scores



The top 10 most dangerous states for people walking in 2019 are the exact same states called out in *Dangerous by Design 2016*, although the rankings within the top 10 have shifted slightly. The figure at right shows how the top ten states have changed, or more importantly, remained exactly the same in ranking between our 2016 and 2019 reports. States highlighted in bold at the right either moved up in the ranks or remained at the top of our list of the most dangerous places for people walking. Unfortunately, overhauling road design can take decades without the political will to prioritize safety improvements. Although some of these states, including Florida (through their state DOT), have committed to statewide Complete Streets policies, they still have a long way to go to translate those policies into practice.

Top Ten Most Dangerous States



4 out of 5 major metropolitan areas grew *more dangerous* for people walking

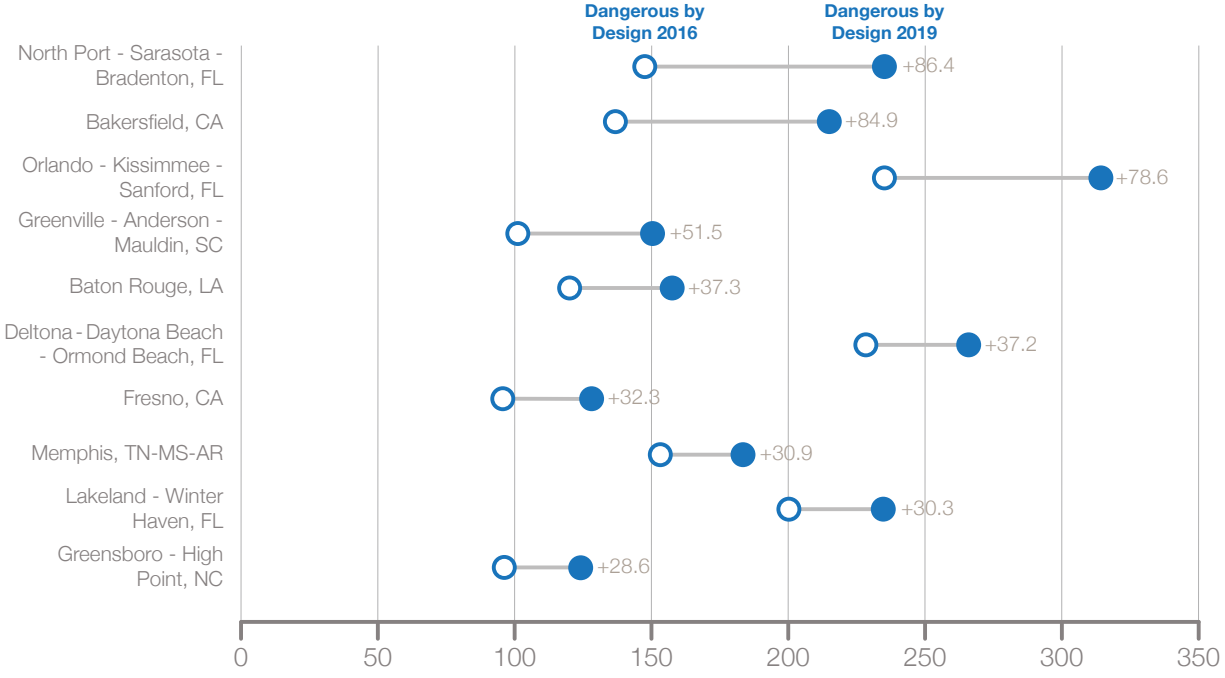
Source: Creative Commons

PDI BY METROPOLITAN AREA

The next page shows the PDI scores for the top 20 most dangerous metropolitan areas for people walking. Once again, the majority of these places fall across the southern continental United States, with eight of the top 10 most dangerous metropolitan areas in the state of Florida.

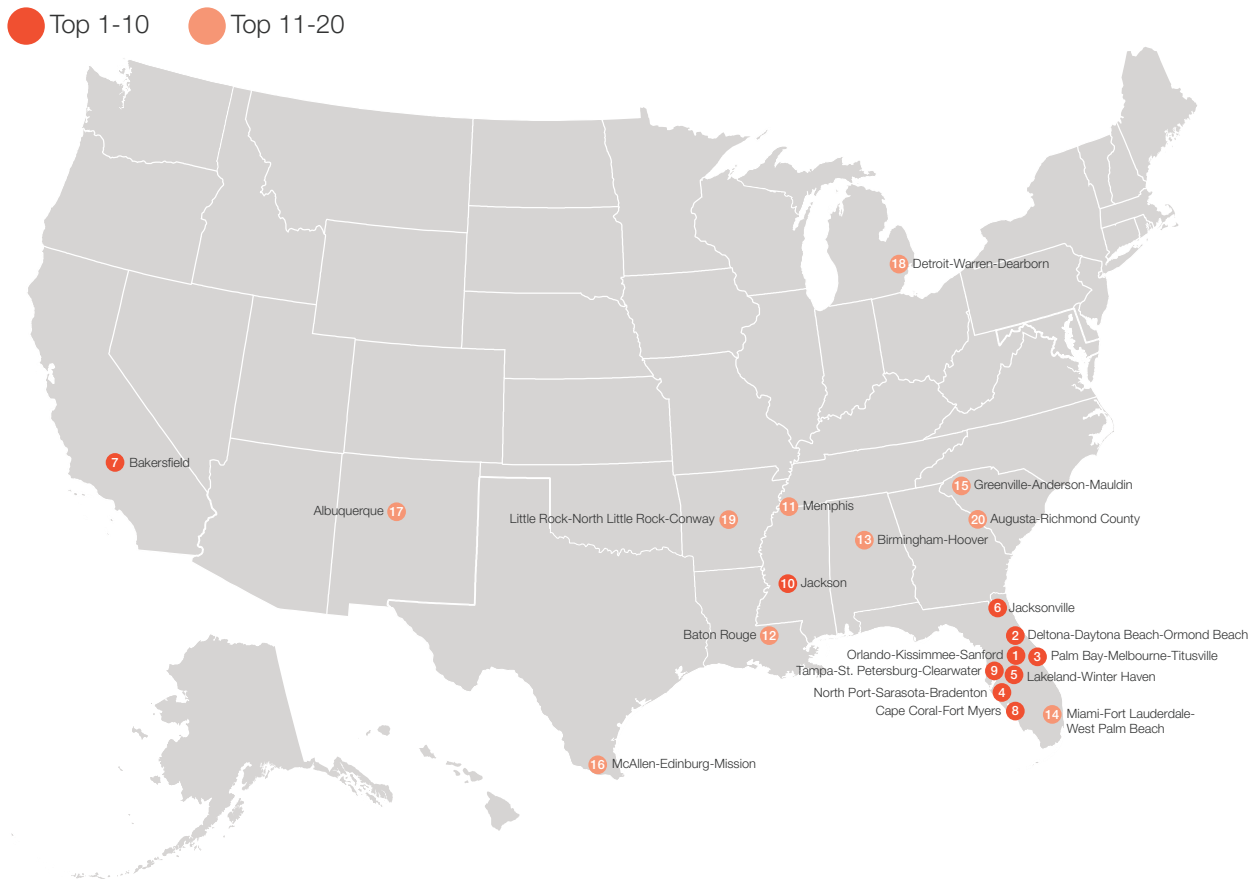
Four out of every five major metropolitan areas grew more dangerous for people walking since the previous edition of *Dangerous by Design.* The chart below shows the metropolitan areas that experienced the largest increases. These regions saw PDI scores climb by upwards of 28.6 to 86.4 points, meaning the decade from 2008 to 2017 was on average much more dangerous for people walking in these places compared to the decade between 2004 and 2015.

MSAs with Largest Increases in 10-Year PDI Scores

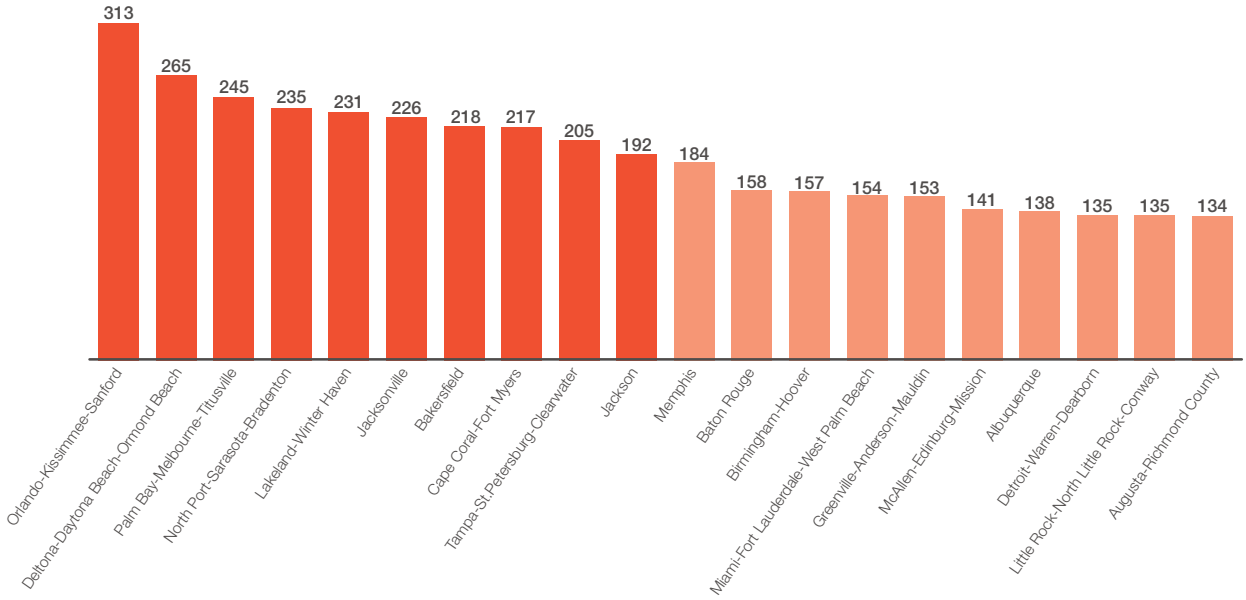


THE TOP 20

Most Dangerous Metropolitan Areas for Pedestrians
(2008-2017)



2008-2017 Pedestrian Danger Index



RIGHT PLACE, WRONG TIME

On July 15, 2015, 46-year-old Francisca Chaja Pelico and her nine-year-old granddaughter Mariela stood on the corner of Broadway and Cecil Avenue in Knoxville, Tennessee. They waited for the light to change then proceeded into the crosswalk.

But the light changed back before they had enough time to make it all the way across the street. A driver waiting at the red light accelerated, striking both Francisca and her granddaughter in the crosswalk. Mariela's injuries, thankfully, were not serious. But Francisca was transported to the hospital where she died the next day.

Tragedies like Francisca's are far too commonplace. Compared to younger people who are struck and killed by drivers while walking, older adults killed while walking are more often at an intersection or within a crosswalk. Part of the reason for this is because even when transportation planners provide people with marked places to cross the street, the amount of time provided to rush all the way across often isn't adequate, especially for older adults and people living with disabilities.

Three years later, the City of Knoxville is testing out improvements to make the intersection of Broadway and Cecil a safer place for people walking. The T-shaped intersection now includes technology that detects people in the crosswalk and extends the length of the walk phase until they make it all the way across the street.

Scarcely 10 miles away two older adults were struck and injured in the same crosswalk by two different drivers making left-hand turns at the intersection of Downtown West and Ray Mears Boulevards.

In response, the city added a leading pedestrian interval, which gives people crossing the street a head start before cars are given the green light, making people walking more visible to turning drivers.

Leading pedestrian intervals, a proven safety countermeasure recommended by the Federal Highway Administration, cost nothing to implement where there are already pedestrian signals in place, and neither does extending the time people have to cross the street. These no-cost measures can (and do) mean the difference between life and death, especially for older adults and people living with mobility challenges.

We need to think proactively about these safety concerns when we design our intersections and make sure we provide people not only with safe, convenient places to cross the street, but also with sufficient time to make it all the way across at their own pace.

ITEM #D-2

THE MOST VULNERABLE POPULATIONS

Who are the victims of these tragic crashes? Although people of all ages, races, ethnicities, and income levels suffer the consequences of dangerous street design, some neighborhoods and groups of people bear a larger share of the burden than others.

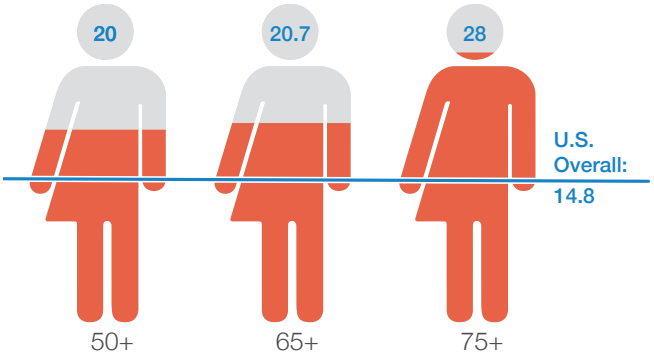
Older adults, people of color, and people walking in low-income communities are disproportionately represented in fatal crashes involving people walking.

Even after controlling for differences in population size and walking rates, we see that drivers strike and kill people over age 50, Black or African American people, American Indian or Alaska Native people, and people walking in communities with lower median household incomes at much higher rates.

Older Adults

Our nation's population is becoming older on average. People are living longer and the post-war generation known as the Baby Boomers is reaching the age of retirement. According to U.S. Census Bureau projections, people age 65 and older currently make up about 15 percent of the population, but by 2050 this is expected to rise to 22 percent.[11] This has important implications for traffic-related deaths as well as for how we design our streets.

Relative Pedestrian Danger by Age (2008-2017)



People age 50 and up, and especially people age 75 and older, are overrepresented in deaths involving people walking.[12] This age group is more likely to experience challenges seeing, hearing, or moving, and if these trends are any indication, we are not devoting nearly enough attention to the unique needs of older adults when we design our streets.

These disparities become even more pronounced when we account for variations in walking rates by age.[13,14] The relative PDI for older adults age 50 and above is more than a third higher than it is for the general population, and for people age 75 and up it is almost twice as high. Additionally, a closer look at nationwide FARS data reveals that, compared to younger victims of pedestrian deaths, older adults who are struck and killed while walking are more often at an intersection or in a crosswalk.[15]

Source: Nelson\Nygaard

SEIZE THE MOMENT

Across the country, nonprofits and advocacy groups have staged protests and performances to call attention to the amount of time older adults need to safely cross the street. Even where marked crosswalks exist—and in many places they are still, crucially, absent—the traffic signal timing may provide a dangerously inadequate amount for older adults and people living with disabilities to safely cross.

In **Milwaukee, Wisconsin**, the Sojourn Theatre staged a performance to highlight insufficient signal timings at crosswalks. They carried homemade ship sails and mock drawbridges, staging 20-second performances in dangerous intersections identified by older adults through a survey. They also invited a state senator and six local and regional elected officials to walk across the street alongside older adults to experience firsthand how stressful and dangerous it can be to try to race against the clock. As a result, Milwaukee adjusted countdown clocks to give pedestrians more time to make it safely across the street.

In **Pittsburgh, Pennsylvania,** a group called Lively Pittsburgh organized a crosswalk flash mob. Participants of all ages and abilities wore matching "safer together" t-shirts and danced in the crosswalk as a reminder to drivers to look out for people crossing the street, especially people who may take longer to cross and use motorized chairs or crutches to get around.

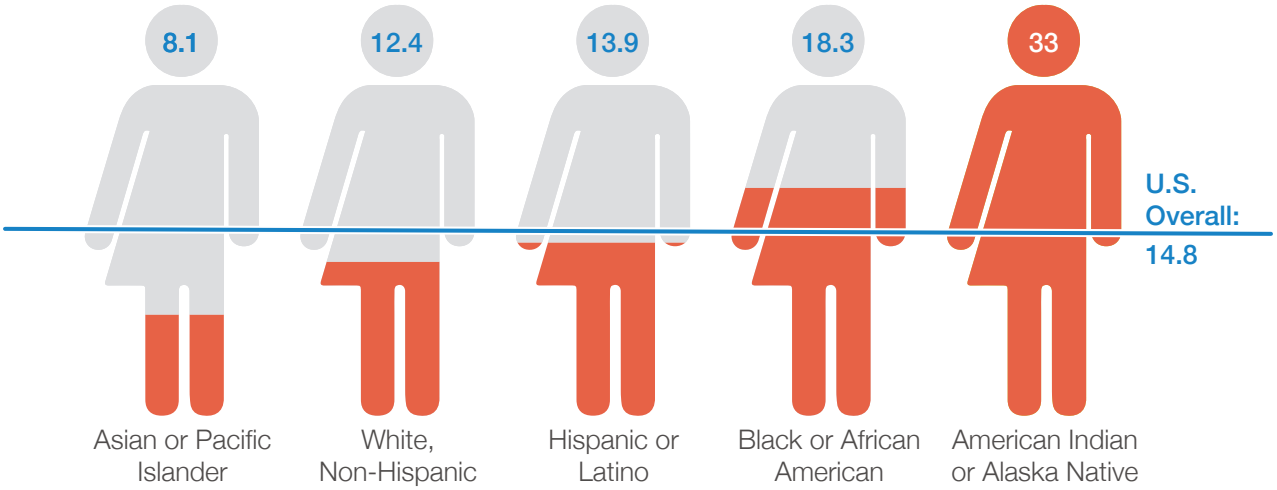
And in **San Francisco, California,** the nonprofit organization Senior and Disability Action led a campaign to increase citywide signal timings so people of all ages and abilities, including people living with sight and mobility challenges, have enough time to safely cross any street. They organized marches and press conferences in public plazas to call attention to their concerns. As a result, the city changed its guidance for calculating how much time to give people to cross the street, increasing crossing times by a third citywide.

PEOPLE OF COLOR

Drivers strike and kill people of color, especially Black or African American and American Indian or Alaska Native people, at higher rates compared to White, Non-Hispanic, and Asian or Pacific Islander people.The figure below highlights the relative danger by census-designated racial and ethnic groups of being struck and killed while walking, controlling for differences in walking rates and population size.[16,17]

Structural racism has guided many of the decisions we've made about housing and transportation for decades, and the consequences of these decisions are still readily apparent in communities of color today. Federal policies and practices actively discouraged homeownership for people of color, particularly for Black or African American people, by restricting mortgages outside of exclusively White neighborhoods, and the construction of the National Highway System disproportionately carved through communities of color when building these new high-speed arterials.[18] In addition to siting more dangerous roads near communities of color, implicit bias may also play a role in the increased danger for people of color. Research by the University of Nevada has shown that drivers are significantly more likely to yield to a White pedestrian in a crosswalk than to a Black or African American pedestrian.[19]

Relative Pedestrian Danger by Race and Ethnicity
(2008-2017)



KALISPEL TRIBE OF INDIANS ADOPTS COMPLETE STREETS

When it comes to traffic safety, the challenges faced by American Indians are similar to the challenges faced throughout rural America. Sprawling, car-oriented street design, often without sidewalks or marked crosswalks, can make it incredibly dangerous to walk along many rural roads, and when crashes do occur, it can take much longer for emergency medical services to reach the victims and begin critical, life-saving treatment.

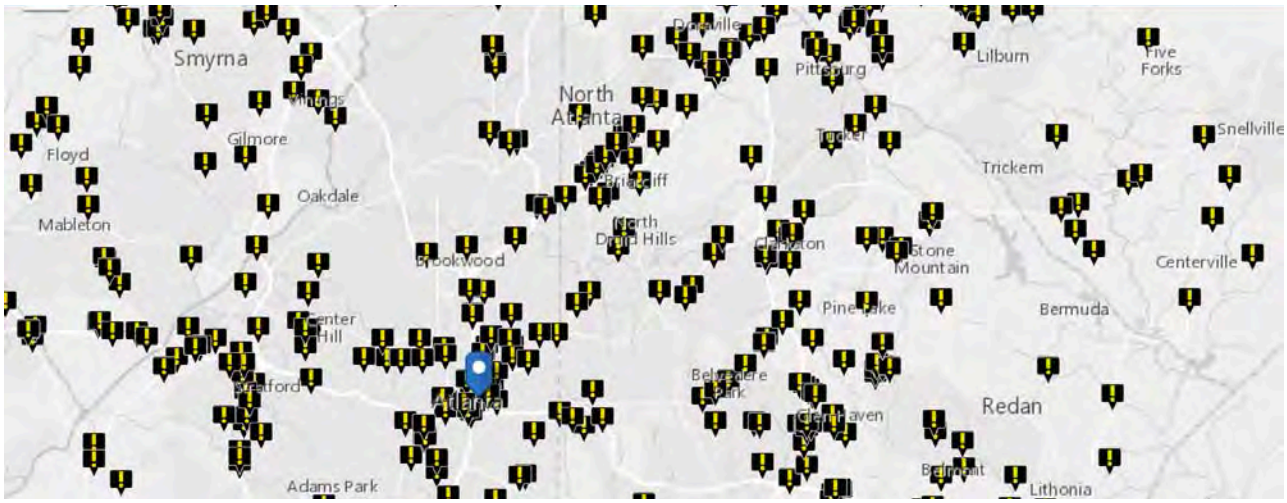
Among American Indians specifically, these challenges are further compounded by historic—and ongoing—injustices. The reservation system was, simply put, not designed with the interests or wellbeing of American Indians in mind. Lack of funding to improve and maintain roads coupled with historically poor street design has left these communities incredibly vulnerable to traffic fatalities.

For the Kalispel Tribe of Indians in Washington State, the most dangerous street is a 50 mile-per-hour county-owned roadway without any sidewalks or crosswalks. Many people must regularly walk along this road to reach jobs, shops, and schools, especially children and people who do not have access to personal vehicles.

However, change is on the horizon for the Kalispel Tribe. In 2018, they became the first tribal government to adopt a Complete Streets policy. Now, they are working closely with the county to introduce safer street improvements and to develop a new framework for economic development. Kalispel hopes to establish itself as a model for how tribal governments around the country can adopt policies and develop partnerships that better serve their unique needs, challenges, and desires.

Where are people most often struck and killed while walking?

Find the most deadly places with an interactive map:
www.smartgrowthamerica.org/dangerous-by-design

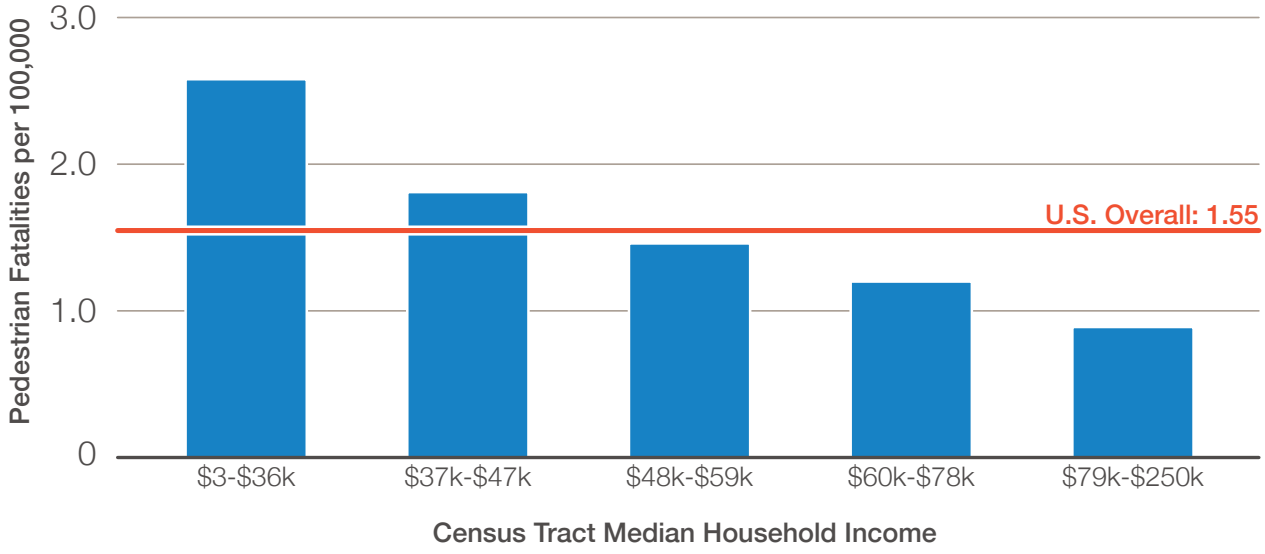


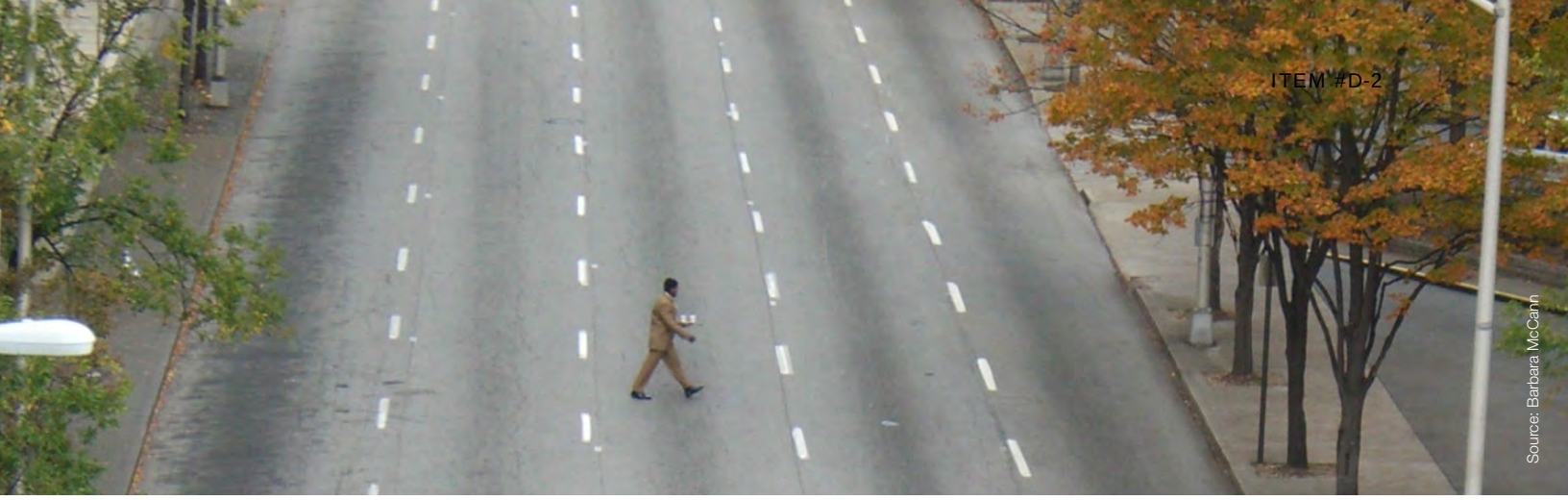
Source: Tri-State Transportation Campaign

LOW-INCOME COMMUNITIES

Although nationwide data do not include information about the household income of individuals who are struck and killed while walking, they do reveal where people are walking when they are killed. We analyzed where pedestrian fatalities occur relative to the median household income of the surrounding area and found that people die while walking at much higher rates in lower-income communities compared to higher-income ones, as seen below.[20] This is unsurprising, given that low-income communities are significantly less likely than higher income communities to have sidewalks, marked crosswalks, and street design to support safer, slower speeds, also known as traffic calming.[21]

Location of Pedestrian Fatalities by Neighborhood Income





Source: Barbara McCann

CONCLUSION

We can and must do more to reduce the number of people who die while walking every day on our roadways. For too long we have disregarded this problem by prioritizing moving cars at high speeds over safety for everyone. It's past time for that to change.

Protecting the safety of all people who use the street, especially the people most vulnerable to being struck and killed, needs to be a higher priority for policymakers, and this priority must be reflected in the decisions we make about how to fund, design, operate, maintain, and measure the success of our roads.

We call on federal policymakers to step up and establish safety as a higher priority. We call for binding, enforceable requirements for states to work toward reducing—and eventually eliminating—deaths and serious injuries on our roadways. We call for funding dedicated to safer street projects that specifically serve the needs of all people walking, particularly older adults, people of color, and low-income communities. We call for federally endorsed street design standards that put the safety of vulnerable users first and foremost and that allow for flexible, context-sensitive design approaches. The time for complacency has passed. We must treat this crisis as if our lives, and the lives of our friends, families, and neighbors, depend on it.

Because the reality is, they do.

WORDS MATTER

They're crashes, not "accidents."

Writing and talking about these preventable deaths as mere "accidents" undermines the urgency of this crisis and undercuts our responsibility to take action.

To combat this rhetoric, one Nashville-based initiative is changing the conversation. A partnership between Vanderbilt Medical Center, Tennessee State University, The Sidewalk Foundation, and Walk Bike Nashville launched the Nashville Pedestrian Death Registry. The project maps where people die while walking in Nashville and tells a richer, more complete story about who the victims were and where and why the fatal crash occurred.

The project aims to add urgency to the call for safer streets in Nashville, where the sidewalk network is notoriously incomplete or non-existent. Instead of reiterating the victim-blaming rhetoric prevalent in media coverage about these tragic deaths (such as focusing on dark colored clothing, distracted walking, walking while intoxicated, and crossing where no crosswalk is available), the Nashville Pedestrian Death Registry is shifting the narrative toward the human faces behind these tragedies. By changing the conversation about why people die while walking, the Nashville Pedestrian Death Registry hopes to garner support for policies that prioritize the safety of people walking and for more investment in projects to improve safety.

You can learn more about this initiative at NashvillePedestrianDeathRegistry.org

ENDNOTES

1. All pedestrian fatality data for the report are from: National Highway Traffic Safety Administration. (2017). Fatality Analysis Reporting System. Available from https://www.nhtsa.gov/research-data/fatality-analysis-reporting-system-fars.
2. Ibid.
3. Federal Highway Administration. (2009; 2017). National Household Travel Survey. Available from https://nhts.ornl.gov/.
4. Federal Highway Administration. (2008-2016). Highway Statistics Series, Table VM-2. Available from http://www.fhwa.dot.gov/policyinformation/quickfinddata/qftravel.cfm
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9. Ewing R, Pendall R, and Chen D. (2002). Measuring Sprawl and Its Impact. Available from: https://www.smartgrowthamerica.org/app/legacy/documents/MeasuringSprawl.PDF.
10. Ewing R, Schieber RA, and Zegeer CV. (2003). Urban Sprawl as a Risk Factor in Motor Vehicle Occupant and Pedestrian Fatalities. American Journal of Public Health 93(9): 1541-1545. Available from https://ajph.aphapublications.org/doi/full/10.2105/AJPH.93.9.1541.
11. U.S. Census Bureau. (2017). National Population Projections Tables. Available from https://www.census.gov/data/tables/2017/demo/popproj/2017-summary-tables.html.
12. Excludes 164 reported pedestrian fatalities (0.3 percent of all pedestrian fatalities) with missing age data.
13. Share of all trips made by walking by age taken from the 2017 National Household Travel Survey. These range from 9.5 percent of all trips for people age 75 and older to 11.2 percent of all trips for people age zero to nineteen.
14. Gender-neutral icon courtesy of OliM via the Noun Project. Available from https://thenounproject.com.
15. Built environment data, including the presence of a crosswalk, were made available in the FARS dataset as of 2015. Between 2015 and 2017, pedestrian fatalities at intersections and crosswalks were more likely to be a person over 65 than a person under 65.
16. Excludes 5,420 reported pedestrian fatalities (11.0 percent of all pedestrian fatalities) with missing race and/or ethnicity data.
17. Share of all trips made by walking by race and ethnicity taken from the 2017 National Household Travel Survey. These range from 9.9 percent of all trips for the White, Non-Hispanic population to 14.5 percent of all trips for the Asian, Native Hawaiian, or Pacific Islander population.
18. Rothstein R. (2017). The Color of Law: A forgotten history of how our government segregated America. New York: Liveright Publishing Corporation.
19. Coughenour C, Clark S, Singh A, et al. (2017). Examining racial bias as a potential factor in pedestrian crashes. Accident Analysis & Prevention 98: 96-100. Available from https://www.sciencedirect.com/science/article/abs/pii/S000145751630361X.
20. Consult the Methodology for a more detailed description of this analysis.
21. Gibbs K, Slater SJ, Nicholson N, et al. (2012.) "Income Disparities in Street Features that Encourage Walking." Bridging the Gap Program, University of Illinois at Chicago. Available from http://www.bridgingthegapresearch.org/_asset/02fpi3/btg_street_walkability_FINAL_03-09-12.pdf.

APPENDICES

Methodology

Dangerous by Design uses several metrics to assess relative danger to pedestrians across different geographies and demographic characteristics. All pedestrian fatalities are reported within the 10-year timeframe of 2008 to 2017 to account for any large variations in fatalities in a single year. The 2016 edition of the report accounted for data between 2005 and 2014.

One measure of pedestrian fatality rates that this report cites across different demographic characteristics is pedestrian fatalities per 100,000 people. This metric accounts for the number of pedestrian deaths that are occurring within a certain population, while normalizing by the population itself. For example, all pedestrian deaths of people over the age of 65, normalized by the total population of people over 65. All population, race, age, and ethnicity data are from the 2012-2016 American Community Survey 5-year estimates, to ensure the most up-to-date information at the time of this report.

$$\frac{\text{Pedestrian Deaths of Population A}}{\text{Population A}} \times 100{,}000 = \text{Pedestrian Deaths per 100,000 people in Population A}$$

The Pedestrian Danger Index (PDI) takes pedestrian deaths per 100,000 people and normalizes it by walking rates. The count of pedestrian deaths or pedestrian deaths per 100,000 people may be much higher in an urban area than a rural area; however, that doesn't account for how many people are walking. For geographic area PDI scores, such as the state and metropolitan statistical area (MSA)-level, walking rates are measured with Census "Means of Transportation to Work" data. While walk-to-work percentage is merely a proxy for the share of walking trips in an area, it is used because the metric is available uniformly across all states and the top 100 metropolitan statistical areas.

For demographic analysis of pedestrian fatalities across age, race, and ethnicity, we use a variation of PDI scores that includes the percentage of total trips that were walking trips is taken from the 2017 National Household Travel Survey (NHTS). These data were used because they report walking trips by age, race, and ethnicity as well as include walking percentage for all trips—not just journey to work trips. This information allows relative danger by age, race, and ethnicity to reflect whether these populations tend to walk more or less than the population as a whole. Due to the small sample size of the NHTS, the total percentage of walking trips is only appropriate to use for comparisons across race, age, and ethnicity at the national level.

$$\frac{\dfrac{\text{Pedestrian Deaths}}{\text{Population}} \times 100{,}000}{\text{Percentage of Walking Trips}} = \text{Pedestrian Danger Index}$$

NHTSA FARS data do not include information about the household income of individuals who are struck and killed while walking; however, they do reveal where people are walking when they are killed. To analyze where pedestrian fatalities occur relative to median household income of the surrounding area, fatalities were joined to census tracts using GIS. The median household income of census tracts was grouped into quintiles to determine high- and low- income communities. Pedestrian deaths were then aggregated into these 5 tract types, and normalized by the population of the tracts. This analysis serves as a method to determine whether pedestrians die disproportionately in low-income areas.

To calculate the number of fatalities by MSA, a spatial join was performed with the longitude and latitude as reported by FARS. Approximately 126 fatalities did not include location data, and therefore there is a chance that the estimate of deaths per MSA is conservative.

ITEM #D-2

State Pedestrian Danger Index, 2008-2017

2019 Rank	State	Pedestrian Fatalities (2008-2017)	Average Annual Pedestrian Fatalities per 100,000 (2008-2017)	2019 Pedestrian Danger Index
1	Florida	5,433	2.73	182.0
2	Alabama	841	1.74	145.0
3	Delaware	250	2.67	127.1
4	Louisiana	1,047	2.25	125.0
5	Mississippi	551	1.84	122.7
6	Georgia	1,782	1.76	117.33
7	New Mexico	537	2.58	117.27
8	Texas	4,831	1.79	111.9
9	Arizona	1,503	2.23	111.5
10	South Carolina	1,144	2.37	107.8
11	Nevada	601	2.12	100.95
12	Tennessee	856	1.31	100.77
13	North Carolina	1,762	1.77	98.3
14	Oklahoma	596	1.54	85.6
15	Arkansas	427	1.44	84.7
16	California	7,127	1.84	68.2
17	Missouri	779	1.29	67.9
18	Maryland	1,059	1.78	65.9
19	Michigan	1,409	1.42	64.6
20	Kentucky	610	1.38	57.5
	National Average	49,340	1.55	55.3
21	New Jersey	1,543	1.73	54.1
22	Indiana	725	1.10	52.4
23	Virginia	865	1.04	43.3
24	Utah	321	1.09	42.0
25	Connecticut	425	1.18	40.7
26	Ohio	1,058	0.91	39.6
27	West Virginia	214	1.16	38.7
28	Oregon	557	1.40	36.8
29	Colorado	590	1.10	36.7
30	Hawaii	226	1.60	36.4
31	Kansas	242	0.83	36.1
32	Illinois	1,323	1.03	33.2
33	Pennsylvania	1,502	1.17	30.0
34	Rhode Island	127	1.20	30.0
35	Washington	712	1.01	28.1
36	District of Columbia	101	1.53	26.8
37	Wisconsin	491	0.85	25.8
38	Idaho	121	0.74	25.5
39	Montana	130	1.27	24.9
40	North Dakota	62	0.84	24.7
41	New York	2,958	1.50	24.6
42	Maine	130	0.98	23.9
43	Minnesota	361	0.66	23.6
44	New Hampshire	97	0.73	23.6
45	Nebraska	116	0.62	23.0
46	Massachusetts	725	1.08	22.5
47	South Dakota	72	0.85	22.4
48	Wyoming	48	0.82	20.5
49	Iowa	210	0.68	19.4
50	Alaska	93	1.26	16.0
51	Vermont	50	0.80	13.8

Change in Statewide Pedestrian Danger Index Scores, 2016-2018

State	2016 PDI	2019 PDI	Change 2016-2019
Delaware	102.6	127.1	24.5
Georgia	98.1	117.3	19.2
District of Columbia	15.4	26.8	11.4
Texas	101.1	111.9	10.8
Tennessee	90.5	100.8	10.3
Nevada	91.2	101.0	9.8
Oklahoma	76.1	85.6	9.5
Mississippi	114.1	122.7	8.6
Alabama	136.6	145.0	8.4
Louisiana	117.1	125.0	7.9
Missouri	60.2	67.9	7.7
Oregon	30.7	36.8	6.1
Indiana	46.3	52.4	6.1
Connecticut	34.9	40.7	5.8
Nebraska	17.3	23.0	5.7
Kansas	30.5	36.1	5.6
Florida	177.0	182.0	5.0
New Mexico	112.8	117.3	4.5
Arkansas	80.6	84.7	4.1
Maine	19.9	23.9	4.0
California	64.4	68.2	3.8
Michigan	61.0	64.6	3.6
Ohio	36.3	39.6	3.3
Utah	38.9	41.9	3.0
Arizona	108.5	111.5	3.0
Colorado	33.7	36.7	3.0
Kentucky	54.9	57.5	2.6
North Dakota	22.2	24.7	2.5
Vermont	11.4	13.8	2.5
North Carolina	96.3	98.3	2.0
Virginia	41.4	43.3	1.9
Idaho	23.8	25.5	1.7
Washington	26.5	28.1	1.6
New Hampshire	22.2	23.6	1.4
Alaska	14.6	16.0	1.4
South Carolina	106.5	107.7	1.2
Minnesota	22.6	23.6	1.0
New York	24.0	24.6	0.6
Massachusetts	22.1	22.5	0.4
Wisconsin	25.6	25.8	0.2
Iowa	19.7	19.4	-0.3
Pennsylvania	30.3	30.0	-0.3
South Dakota	22.8	22.4	-0.4
Illinois	34.0	33.2	-0.8
Wyoming	22.0	20.5	-1.5
Hawaii	38.3	36.4	-1.9
New Jersey	56.1	54.1	-2.0
Montana	27.1	24.9	-2.2
Rhode Island	32.3	30.0	-2.3
West Virginia	41.6	38.7	-2.9
Maryland	77.8	65.9	-11.9

Top 100 Metropolitan Statistical Areas Pedestrian Danger Index, 2008-2017

2019 Rank	Metro Area	Pedestrian Deaths (2008-2017)	Annual Pedestrian Fatalities per 100,000	2019 Pedestrian Danger Index
1	Orlando-Kissimmee-Sanford, FL	656	2.82	313.3
2	Deltona-Daytona Beach-Ormond Beach, FL	212	3.45	265.4
3	Palm Bay-Melbourne-Titusville, FL	165	2.94	245.0
4	North Port-Sarasota-Bradenton, FL	194	2.58	234.6
5	Lakeland-Winter Haven, FL	162	2.54	230.9
6	Jacksonville, FL	419	2.94	226.2
7	Bakersfield, CA	247	2.83	217.7
8	Cape Coral-Fort Myers, FL	148	2.17	217.0
9	Tampa-St. Petersburg-Clearwater, FL	900	3.07	204.7
10	Jackson, MS	111	1.92	192.0
11	Memphis, TN-MS-AR	297	2.21	184.2
12	Baton Rouge, LA	182	2.21	157.9
13	Birmingham-Hoover, AL	179	1.57	157.0
14	Miami-Fort Lauderdale-West Palm Beach, FL	1,549	2.61	153.5
15	Greenville-Anderson-Mauldin, SC	197	2.29	152.7
16	McAllen-Edinburg-Mission, TX	140	1.69	140.8
17	Albuquerque, NM	213	2.35	138.2
18	Detroit-Warren-Dearborn, MI	757	1.76	135.4
19	Little Rock-North Little Rock-Conway, AR	118	1.62	135.0
20	Augusta-Richmond County, GA-SC	126	2.15	134.4
21	San Antonio-New Braunfels, TX	519	2.23	131.2
22	Phoenix-Mesa-Scottsdale, AZ	874	1.95	130.0
23	Houston-The Woodlands-Sugar Land, TX	1,179	1.82	130.0
24	Las Vegas-Henderson-Paradise, NV	453	2.19	128.8
25	Atlanta-Sandy Springs-Roswell, GA	1,005	1.79	127.9
26	Fresno, CA	209	2.17	127.7
27	Greensboro-High Point, NC	121	1.62	124.6
28	Dallas-Fort Worth-Arlington, TX	1,037	1.49	124.2
29	Tulsa, OK	148	1.52	116.9
30	Riverside-San Bernardino-Ontario, CA	922	2.08	115.6
31	Raleigh, NC	170	1.37	114.2
32	Oklahoma City, OK	222	1.66	110.7
33	Charlotte-Concord-Gastonia, NC-SC	359	1.51	107.9
34	Stockton-Lodi, CA	151	2.11	105.5
35	Louisville/Jefferson County, KY-IN	225	1.77	104.1
36	Knoxville, TN	105	1.23	102.5
37	Nashville-Davidson-Murfreesboro-Franklin, TN	232	1.29	99.2
38	El Paso, TX	173	2.07	98.6
39	Winston-Salem, NC	89	1.36	97.1
40	Austin-Round Rock, TX	303	1.56	91.8
41	Indianapolis-Carmel-Anderson, IN	269	1.37	91.3
42	New Orleans-Metairie, LA	257	2.06	89.6
43	St. Louis, MO-IL	393	1.40	87.5
44	Charleston-North Charleston, SC	165	2.27	87.3
45	Kansas City, MO-KS	234	1.13	86.9
46	Sacramento-Roseville-Arden-Arcade, CA	407	1.81	86.2
47	Tucson, AZ	199	1.98	86.1
48	San Jose-Sunnyvale-Santa Clara, CA	281	1.45	80.6
49	Richmond, VA	175	1.39	77.2
50	Los Angeles-Long Beach-Anaheim, CA	2,520	1.91	76.4
51	Wichita, KS	68	1.06	70.7
52	Salt Lake City, UT	155	1.34	70.5
53	Youngstown-Warren-Boardman, OH-PA	67	1.21	67.2
54	San Diego-Carlsbad, CA	610	1.87	64.5
55	Baltimore-Columbia-Towson, MD	496	1.78	63.6
56	Ogden-Clearfield, UT	66	1.04	61.2
57	Denver-Aurora-Lakewood, CO	352	1.28	58.2
	National Average	**49,340**	**1.55**	**55.3**
58	Chattanooga, TN-GA	60	1.10	55.0
59	Columbus, OH	225	1.13	53.8
60	Grand Rapids-Wyoming, MI	111	1.08	51.4

Top 100 Metropolitan Statistical Areas Pedestrian Danger Index, 2008-2017

2019 Rank	Metro Area	Pedestrian Deaths (2008-2017)	Annual Pedestrian Fatalities per 100,000	2019 Pedestrian Danger Index
61	Oxnard-Thousand Oaks-Ventura, CA	86	1.02	51.0
62	Hartford-West Hartford-East Hartford, CT	145	1.20	50.0
63	Columbia, SC	175	2.19	49.8
64	Toledo, OH	72	1.19	49.6
65	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	1,045	1.73	46.8
66	Akron, OH	56	0.80	44.4
67	Des Moines-West Des Moines, IA	49	0.80	44.4
68	Buffalo-Cheektowaga-Niagara Falls, NY	131	1.15	44.2
69	Allentown-Bethlehem-Easton, PA-NJ	102	1.23	43.9
70	Cincinnati, OH-KY-IN	194	0.90	42.9
71	Dayton, OH	85	1.06	42.4
72	Scranton-Wilkes-Barre-Hazleton, PA	78	1.39	42.1
73	Milwaukee-Waukesha-West Allis, WI	178	1.13	41.9
74	Harrisburg-Carlisle, PA	70	1.25	41.7
75	Virginia Beach-Norfolk-Newport News, VA-NC	213	1.24	41.3
76	Washington-Arlington-Alexandria, DC-VA-MD-WV	764	1.27	39.7
77	Bridgeport-Stamford-Norwalk, CT	101	1.07	39.6
78	New Haven-Milford, CT	121	1.41	38.1
79	Spokane-Spokane Valley, WA	57	1.05	36.2
80	Boise City, ID	43	0.65	36.1
81	Omaha-Council Bluffs, NE-IA	59	0.65	36.1
82	Cleveland-Elyria, OH	162	0.79	35.9
83	Portland-Vancouver-Hillsboro, OR-WA	288	1.22	35.8
84	Albany-Schenectady-Troy, NY	106	1.21	34.6
85	Chicago-Naperville-Elgin, IL-IN-WI	1,022	1.07	34.5
86	Providence-Warwick, RI-MA	195	1.21	33.6
87	San Francisco-Oakland-Hayward, CA	659	1.44	33.5
88	Worcester, MA-CT	102	1.10	33.3
89	Minneapolis-St. Paul-Bloomington, MN-WI	237	0.68	30.9
90	Urban Honolulu, HI	154	1.56	30.6
91	Rochester, NY	110	1.02	29.1
92	Pittsburgh, PA	211	0.90	27.3
93	New York-Newark-Jersey City, NY-NJ-PA	3,210	1.60	27.1
94	Seattle-Tacoma-Bellevue, WA	360	0.98	26.5
95	Springfield, MA	76	1.21	24.7
96	Syracuse, NY	71	1.07	23.8
97	Colorado Springs, CO	55	0.80	23.5
98	Boston-Cambridge-Newton, MA-NH	465	0.98	19.6
99	Madison, WI	56	0.88	18.0
100	Provo-Orem, UT	45	0.78	17.3

Change in Metropolitan Statistical Areas Pedestrian Danger Index Scores, 2016-2018

Metro Area	2016 PDI	2019 PDI	Change 2016-2019
North Port-Sarasota-Bradenton, FL	148.2	234.6	86.4
Bakersfield, CA	132.8	217.7	84.9
Orlando-Kissimmee-Sanford, FL	234.7	313.3	78.6
Greenville-Anderson-Mauldin, SC	101.2	152.7	51.5
Baton Rouge, LA	120.6	157.9	37.3
Deltona-Daytona Beach-Ormond Beach, FL	228.2	265.4	37.2
Fresno, CA	95.4	127.7	32.3
Memphis, TN-MS-AR	153.3	184.2	30.9
Lakeland-Winter Haven, FL	200.6	230.9	30.3
Greensboro-High Point, NC	96.0	124.6	28.6
San Antonio-New Braunfels, TX	104.5	131.2	26.7
Birmingham-Hoover, AL	132.1	157.0	24.9
Albuquerque, NM	113.6	138.2	24.6
Oklahoma City, OK	86.7	110.7	24.0
McAllen-Edinburg-Mission, TX	118.8	140.8	22.0
Indianapolis-Carmel-Anderson, IN	69.9	91.3	21.4
Atlanta-Sandy Springs-Roswell, GA	107.2	127.9	20.7
Augusta-Richmond County, GA-SC	114.8	134.4	19.6
St. Louis, MO-IL	69.7	87.5	17.8
Salt Lake City, UT	53.0	70.5	17.5
Knoxville, TN	85.5	102.5	17.0
Austin-Round Rock, TX	77.8	91.8	14.0
Dallas-Fort Worth-Arlington, TX	110.4	124.2	13.8
Tampa-St. Petersburg-Clearwater, FL	192.0	204.7	12.7
El Paso, TX	86.8	98.6	11.8
Detroit-Warren-Dearborn, MI	124.2	135.4	11.2
Las Vegas-Henderson-Paradise, NV	117.7	128.8	11.1
Hartford-West Hartford-East Hartford, CT	39.6	50.0	10.4
Colorado Springs, CO	13.5	23.5	10.0
Palm Bay-Melbourne-Titusville, FL	235.2	245.0	9.8
Charleston-North Charleston, SC	77.9	87.3	9.4
Charlotte-Concord-Gastonia, NC-SC	98.5	107.9	9.4
Miami-Fort Lauderdale-West Palm Beach, FL	145.1	153.5	8.4
Kansas City, MO-KS	79.2	86.9	7.7
Columbus, OH	46.2	53.8	7.6
Raleigh, NC	106.7	114.2	7.5
Louisville/Jefferson County, KY-IN	96.7	104.1	7.4
Little Rock-North Little Rock-Conway, AR	127.9	135.0	7.1
Dayton, OH	35.4	42.4	7.0
Albany-Schenectady-Troy, NY	27.8	34.6	6.8
Omaha-Council Bluffs, NE-IA	29.5	36.1	6.6
Los Angeles-Long Beach-Anaheim, CA	69.8	76.4	6.6
Tulsa, OK	110.5	116.9	6.4
Nashville-Davidson-Murfreesboro-Franklin, TN	92.9	99.2	6.3
Spokane-Spokane Valley, WA	30.0	36.2	6.2
Harrisburg-Carlisle, PA	35.5	41.7	6.2
Cleveland-Elyria, OH	30.3	35.9	5.6
Bridgeport-Stamford-Norwalk, CT	34.1	39.6	5.5
San Jose-Sunnyvale-Santa Clara, CA	75.1	80.6	5.5
Cincinnati, OH-KY-IN	37.5	42.9	5.4
New Haven-Milford, CT	33.1	38.1	5.0
Phoenix-Mesa-Scottsdale, AZ	125.1	130.0	4.9
Sacramento-Roseville-Arden-Arcade, CA	81.3	86.2	4.9
Boise City, ID	31.3	36.1	4.8
Portland-Vancouver-Hillsboro, OR-WA	31.3	35.9	4.6
Virginia Beach-Norfolk-Newport News, VA-NC	37.1	41.3	4.2
Buffalo-Cheektowaga-Niagara Falls, NY	40.7	44.2	3.5
Tucson, AZ	82.6	86.1	3.5
Milwaukee-Waukesha-West Allis, WI	38.6	41.9	3.3
Houston-The Woodlands-Sugar Land, TX	127.2	130.0	2.8
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	44.0	46.8	2.8
Minneapolis-St. Paul-Bloomington, MN-WI	28.2	30.9	2.7
Stockton-Lodi, CA	102.9	105.5	2.6
Jackson, MS	189.6	192.0	2.4
Wichita, KS	68.5	70.7	2.2

Change in Metropolitan Statistical Areas Pedestrian Danger Index Scores, 2016-2018

Metro Area	2016 PDI	2019 PDI	Change 2016-2019
San Francisco-Oakland-Hayward, CA	31.4	33.5	2.1
Seattle-Tacoma-Bellevue, WA	24.7	26.5	1.8
San Diego-Carlsbad, CA	62.7	64.5	1.8
Worcester, MA-CT	31.7	33.3	1.6
Boston-Cambridge-Newton, MA-NH	18.0	19.6	1.6
Toledo, OH	48.0	49.6	1.6
Madison, WI	16.4	18.0	1.6
New Orleans-Metairie, LA	88.7	89.6	0.9
Syracuse, NY	23.0	23.8	0.8
Pittsburgh, PA	26.6	27.3	0.7
Grand Rapids-Wyoming, MI	51.1	51.4	0.3
Chicago-Naperville-Elgin, IL-IN-WI	34.2	34.5	0.3
Rochester, NY	29.0	29.1	0.1
New York-Newark-Jersey City, NY-NJ-PA	27.0	27.1	0.1
Youngstown-Warren-Boardman, OH-PA	67.3	67.2	-0.1
Denver-Aurora-Lakewood, CO	58.7	58.2	-0.5
Scranton-Wilkes-Barre-Hazleton, PA	42.7	42.1	-0.6
Akron, OH	46.0	44.4	-1.6
Chattanooga, TN-GA	56.8	55.0	-1.8
Baltimore-Columbia-Towson, MD	65.7	63.6	-2.1
Provo-Orem, UT	19.5	17.3	-2.2
Jacksonville, FL	228.7	226.2	-2.6
Winston-Salem, NC	99.7	97.1	-2.6
Urban Honolulu, HI	33.9	30.6	-3.3
Oxnard-Thousand Oaks-Ventura, CA	54.4	51.0	-3.4
Allentown-Bethlehem-Easton, PA-NJ	47.5	43.9	-3.6
Springfield, MA	28.3	24.7	-3.6
Richmond, VA	81.0	77.2	-3.8
Washington-Arlington-Alexandria, DC-VA-MD-WV	43.5	39.7	-3.8
Providence-Warwick, RI-MA	38.0	33.6	-4.4
Des Moines-West Des Moines, IA	49.7	44.4	-5.3
Riverside-San Bernardino-Ontario, CA	123.4	115.6	-7.8
Columbia, SC	62.6	49.7	-12.8
Ogden-Clearfield, UT	74.4	61.2	-13.2
Cape Coral-Fort Myers, FL	283.1	217.0	-66.1

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2019 DANGEROUS BY DESIGN

Smart Growth America
Improving lives by improving communities

National Complete Streets Coalition

City Council

March 17, 2020

Pedestrian and Bicyclist Safety

Eric Sonstegard, Assistant Police Chief
Denise Shadinger, Commander

Presentation Objectives

Provide a Presentation on Pedestrian and Bicyclist Safety, Including Collision Statistics, Enforcement, Education, and Engineering Efforts.

1

City of Oxnard

100+ year old City

Infrastructure not designed for current needs

- Outdated street/neighborhood/development designs
- Mixture of old and new residential/commercial areas
- Design changes may not be possible

Commuter based population

- Speed and high volume traffic during peak hours
- Lack of bicycle lanes along major thoroughfares
- Wide roads at major crossing locations

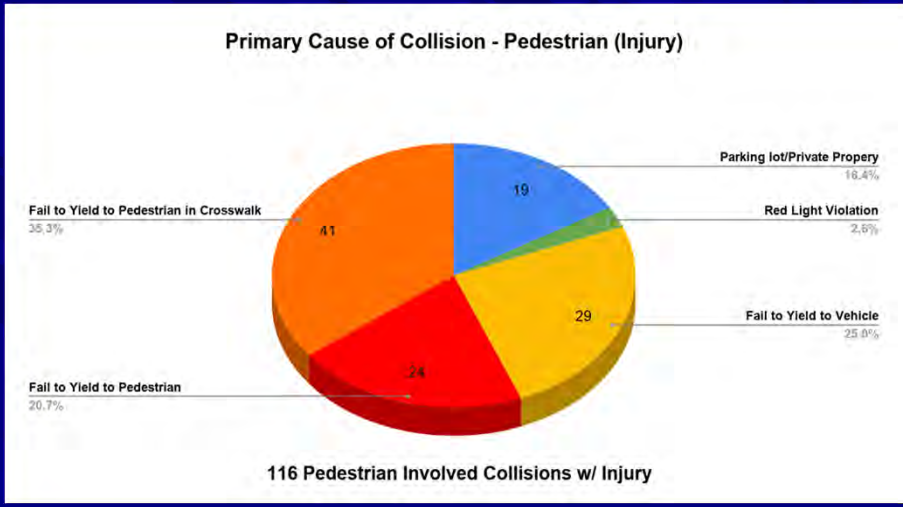
2

Pedestrian Involved Collisions

	2015	2016	2017	2018	2019
Total Pedestrian Collisions	98	104	118	111	116
Pedestrian Collisions w/ Injury	91	95	112	106	109
Pedestrian Fatal Collisions	3	2	3	5	7

3

2019 Pedestrian Involved Collisions



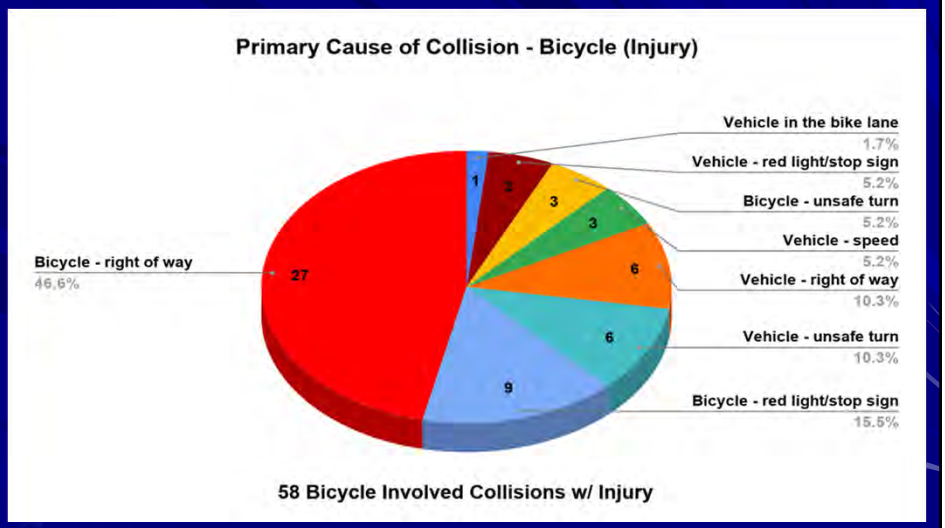
4

Bicyclist Involved Collisions

	2015	2016	2017	2018	2019
Total Bicyclist Collisions	76	67	86	69	58
Bicyclist Collisions w/ Injury	72	67	85	68	49
Bicyclist Fatal Collisions	0	2	1	1	5

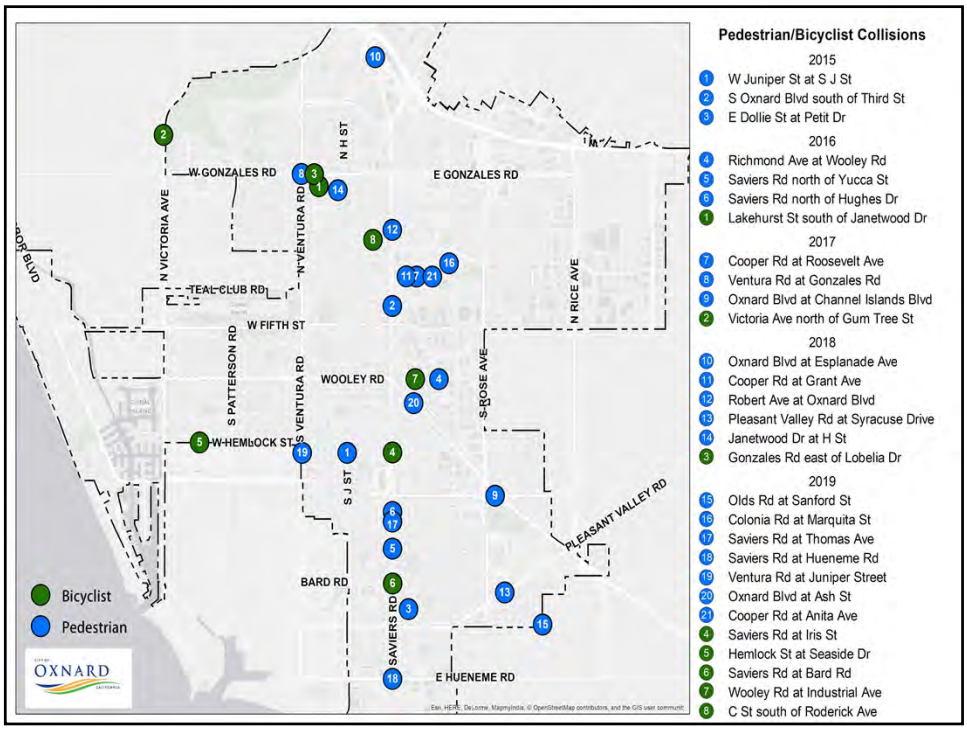
5

2019 Bicyclist Involved Collisions



OXNARD

6



Efforts to Improve Traffic Safety

Education

- Traffic Safety Fairs
- Collaborate with Community Based Organizations
- Participate in National Traffic Safety Educational Campaigns
- Traffic Safety Courses
- Social Media Public Safety Awareness Campaigns
- Community Bike Rides to Promote Bicycle Safety
- Officer Training

OXNARD

8

Efforts to Improve Traffic Safety

OXNARD

9

Efforts to Improve Traffic Safety

Education

- Social Media Public Safety Awareness Campaigns
  - https://www.oxnard.org/10-15-19-tips-for-drivers-bicyclists-and-pedestrians-consejos-para-conductores-ciclistas-y-peatones/

10

Efforts to Improve Traffic Safety

Enforcement

- Office of Traffic Safety Grant Funded Enforcement Operations
  - National Bicycle and Pedestrian Enforcement Campaigns
  - Highly publicized Enforcement Operations in Areas of High Bicycle/Pedestrian Collisions
- School Zone Traffic Enforcement
  - Collaborate with School Resource Officers for School Zone Traffic Safety

11

Efforts to Improve Traffic Safety

Engineering

- School Safety Assessments with School Districts and Traffic Engineer's Office
- Evaluation of Intersections with High Collision Rates and Potential Traffic Signal Timing or Traffic Flow Design
- Worked with Traffic Engineer's Office and UC Berkeley to Complete a Streets Safety Assessment

OXNARD

12

Looking Toward the Future

Enforcement/Education

- Grant Funding through the Office of Traffic Safety
  - S.T.E.P. Grant - Enforcement and Education Based
  - Pedestrian and Bicycle Safety Grant - Education Based
    - Participation in Walking Field Trips, Safe Routes to School, & Walking School Buses
    - Bicycle Safety Rodeos
- Community Safety Presentations

Engineering

- Continue to Collaborate with the Traffic Engineer's Office
  - School Safety Assessments
  - Recommendations on Roadway and Intersection Design
  - Signal Timing and Pavement Marking

OXNARD

13

"Protecting our Community with Exceptional Service"

CITY COUNCIL AGENDA REPORT

REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY
AGENDA ITEM NO. H-2

DATE: March 17, 2020

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: Ratification of COVID-19 Emergency Proclamation. (5/5/5)

RECOMMENDATION

That the City Council adopt a resolution ratifying the Proclamation of the Director of Emergency Services of the City of Oxnard Proclaiming the Existence of a Local Emergency.

BACKGROUND

On March 4, 2020, the State of California declared a state of emergency in response to concerns over COVID-19. On March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic. On March 12, 2020, the Ventura County Health Officer declared a Local Health Emergency in response to the COVID-19 pandemic. On March 13, 2020, in response to this rapidly evolving public health crisis, the City Manager, in his role as the Director of the Emergency Services, signed a proclamation, proclaiming the existence of a local emergency.

The local emergency proclamation is consistent with the Public Health Emergency declared by the County of Ventura on March 12, 2020, and the State of Emergency declared by the State of California on March 4, 2020.

Pursuant to Government Code Section 8630, the condition and powers granted through the proclamation continue for seven (7) days unless ratified by a resolution of the City Council. The resolution before you confirms and ratifies the local emergency consistent with Section 8630.

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

Unknown at this time.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Jason Zaragoza, Deputy City Attorney

ATTACHMENT:
1. City Council resolution ratifying local emergency proclamation

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD RATIFYING THE PROCLAMATION OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO COVID-19

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services, to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, on March 4, 2020, the Governor proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic; and

WHEREAS, on March 12, 2020, the Governor issued Executive Order N-25-20, further proclaiming that "despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection are needed"; and

WHEREAS, on March 12, 2020, the Ventura County Health Officer declared a Local Health Emergency on or about 5:50 p.m., in response to the COVID-19 pandemic; and

WHEREAS, on March 13, 2020, in response to this rapidly evolving public health crisis, the City Manager, as the Director of the Emergency Services, proclaimed the existence of a local emergency; and

WHEREAS, pursuant to Government Code Section 8630, the conditions and powers granted by the proclamation continue for seven (7) days unless ratified by a resolution of the City Council.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND ORDERED:

A. The Executive Director's March 13, 2020 proclamation attached to this resolution as Exhibit A and incorporated into this resolution by this reference is hereby ratified; and

B. The local emergency shall be deemed to continue and exist until it is terminated by proclamation of the City Council of the City of Oxnard.

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///
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PASSED AND ADOPTED THIS 17th day of March 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A
[March 13, 2020 Executive Director Proclamation]

CITY OF OXNARD

PROCLAMATION OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO COVID-19

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services, to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, on March 4, 2020, the Governor proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, on March 12, 2020, the Governor issued Executive Order N-25-20, further proclaiming that "despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection are needed"; and

WHEREAS, the Ventura County Health Officer declared a Local Health Emergency on or about 5:50 p.m., March 12, 2020 in response to the COVID-19 pandemic; and

WHEREAS, the Director of Emergency Services of the City does hereby find:

A. That conditions that could result from the COVID-19 pandemic, if fully manifested, pose extreme peril to the safety of persons and property within the City and are, or are likely to be beyond the control and capacity of the services, personnel and equipment of the City; and

B. That the City Council of the City of Oxnard is not in session (and cannot immediately be called into session); and

C. That the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a Local Emergency.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a Local Emergency now exists throughout the City and that:

1. During the Local Emergency the City shall follow and impose all directives, mandates, Executive Orders, and any other emergency-related restrictions issued by the State of California and/or the County of Ventura, including any and all social distancing recommendations; and

2. This condition and powers granted during this Local Emergency shall continue for no more than seven (7) days unless this Proclamation is ratified by a Resolution of the City Council pursuant to Government Code Section 8630.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of this Local Emergency the powers, functions, and duties of the emergency organization of the City shall be those prescribed by state law, and by the ordinances, resolutions and

other adopted policies of the City.

Dated: March 13, 2020 By: _____

Alexander Nguyen
City Manager/Director of Emergency Services
City of Oxnard

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.1

DATE: March 17, 2020

TO: City Council

FROM: Michelle Ascencion, City Clerk, (805) 385-7805, michelle.ascencion@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the February 18, 2020 regular meeting as presented.

BACKGROUND

Not applicable.

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. This agenda item does provide transparency of Council meetings to the public.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

1. Minutes 02.18.2020 CC regular meeting

M I N U T E S
OXNARD CITY COUNCIL
Regular Meeting
February 18, 2020

A. ROLL CALL, POSTING OF AGENDA

At 4:48 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Vianey Lopez, Bryan A. MacDonald, Oscar Madrigal, Mayor Pro Tem Carmen Ramirez (via telephone), and Mayor Tim Flynn were present. Councilmembers Bert E. Perello and Gabriela Basua arrived at 4:50 p.m. and 7:15 p.m., respectively.

Staff members present were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) (City Council)
   Name of case: State of California, Regents of the University of California; et al v. Cellco Partnership dba Verizon Wireless; et al.
   Sacramento County Superior Court, Case No. 34-2012-00127517

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(4)) (City Council)
   Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code Section 54956.8) (City Council)
   Property: Portion of vacant City property located behind the Del Norte Regional Recycling and Transfer Station located at 111 S. Del Norte Blvd.
   Agency negotiators: Jeff Lambert, Rosemarie Gaglione and Ashley Golden.
   Negotiating parties: Agromin (Bill Camarillo, CEO).
   Under negotiation: Price and terms of payment.

Mayor Flynn read the following closed session statement:

"The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The title of the litigation being discussed is *State of California, Regents of the University of California; et al v. Cellco Partnership dba Verizon Wireless; et al.* The City Council will also recess to a closed session pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, to decide whether to initiate

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litigation in one potential case. The City Council will also recess to a closed session, pursuant to Government Code section 54956.8, to give instructions to its real property negotiators regarding Item C-3 of the meeting agenda."

At 4:49 p.m., the City Council recessed to a closed session. At 6:03 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney made the following announcement: "On item C-3, real estate negotiations, the Council gave direction to the city's negotiator. On item C-2, the City Council by unanimous vote with Councilwoman Basua absent, has directed the City Attorney to initiate an action. The action, the defendants, and the other particulars shall, once unsealed, be disclosed to any person upon inquiry, unless to do so would jeopardize the City's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage. On item C-1, the UC Regents case, by unanimous vote the City Council has accepted a proposal to settle the action entitled *Regents of the University of California ; et al v. Cellco Partnership dba Verizon Wireless; et al.* which is a qui tam proceeding alleging wireless phone carriers have failed to meet contractual obligations under wireless service contracts with public agencies. This settlement pertains to Verizon Wireless Corporation. Under the proposed settlement with Verizon, the city's allocation of settlement proceeds would be approximately $119,000."

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Phillip Molina, City Treasurer; Terrel Harrison, Cultural and Community Services Director; Kevin Riper, Chief Financial Officer; and Adam Smith, Project Manager.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of **Resolution No. 15,301** to Catherine G. Garcia for Twenty-Two Years of Exemplary Service to the City of Oxnard.

Ms. Garcia made some remarks and Mayor Flynn read the resolution and presented it to Ms. Garcia.

It was moved by Councilman MacDonald, seconded by Councilmember Madrigal, to approve the resolution as presented. VOTE: Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 6-0 (Basua absent).

2. SUBJECT: Presentation of a Commendation to Oxnard PAL U14 Girls Soccer Team for Winning the CSL 2019 League Cup Tournament.

Mayor Flynn read the commendation and presented it to Coach Juan Melgoza who made some remarks. And the Councilmembers presented certificates to the players.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from PW Robinson (death rate among the homeless), Ray Blattel (Oxnard Measure B), Steve Nash (Board of Supervisors race), Casey Barker (proposed special tax

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for Saviers Road area properties), Pat Brown (political ads), Al Velasquez (Board of Supervisors race), Andy Devine (lack of parking in industrial areas), Aaron Starr (Oxnard Measure B), and Alicia Percell (Oxnard Measure B).

G. REPORT OF CITY MANAGER

The City Manager made some remarks about Oxnard Measure B.

H. CITY COUNCIL REPORTS

Councilmember Madrigal announced upcoming Rose Park, West Village, and Rio Lindo neighborhood council meetings. He commented on several high school championship teams in Oxnard. He encouraged people to vote in the upcoming March primary election.

Mayor Pro Tem Ramirez announced she is in Sacramento for the Southern California Association of Governments' annual Lobby Day to advocate for homeless/housing funding for Oxnard. As the new chair of the Animal Services Commission, she commented on shelter costs and programs to assist pet owners. She expressed condolences on the recent passing of local musician and artist Javier Lopez.

Councilman MacDonald commented on the various options for submitting vote-by-mail ballots for the March primary election.

Councilmember Perello commented on youth sports teams' academic standards. He commended the police department for getting guns out of the hands of criminals. He commented on a recent theft at Santa Clara Church and sobriety checkpoints. He attended the Cabrillo neighborhood council meeting, an event at Harrington School, and the Senior Services Valentine dance. He commented on the Senior Services Commission's ORCA committee and recent servicemember deaths in Afghanistan. Later he announced an upcoming Board of Supervisors District 1 candidates debate.

Councilmember Lopez announced the voter registration deadline for the March primary election.

Mayor Flynn announced an upcoming job fair hosted by the Oxnard Housing Department.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-2 and K-4 were discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Ray Blattel, Debbie Mitchell, Carol Taylor, Al Velasquez, and Pat Brown. Written comments were received from Vicente Macias, Debbie Mitchell, Alison Gabel, Allan Gabel, Carol Taylor, Connie Heagy, and Judy Havas.

(Councilwoman Basua arrived during this time.)

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K. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the February 4, 2020 regular meeting as presented.

City Manager Department

2. SUBJECT: Appointment of Councilmember Lopez to Economic Development Collaborative - Ventura County.
RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Councilmember Lopez to the Economic Development Collaborative - Ventura County (EDC-VC) Board of Directors.

Community Development Department

3. SUBJECT: Adoption of **Ordinance No. 2975** to approve PZ No. 17-560-01 (Pre-Zoning) to General Commercial Planned Development (C2-PD) for Rio Urbana Development Project located at 2714 East Vineyard Avenue consisting of 15,000 SF Office Building and 167 For Sale Residential Units Over Nine Individual Buildings. Filed By Rio School District and The Pacific Companies.
RECOMMENDATION: That the City Council approve for second reading (by title only and waive further reading) and adoption of Ordinance No. 2975 approving PZ No. 17-560-01 (Pre-Zoning) to General Commercial Planned Development (C2-PD) for Rio Urbana Development Project located at 2714 East Vineyard Avenue.

Public Works Department

4. SUBJECT: Award Contract to Harbour Constructors for Pilaster Jacket Repairs at Mandalay Bay Seawalls Project PW 17-16.
RECOMMENDATION: That the City Council:
1. Award and authorize the Mayor to execute Agreement A-8206 in the amount of $634,000 to Harbour Constructors Co. for the Pilaster Jacket Repairs at Mandalay Bay Seawalls Project PW 17-16;
2. Approve $63,400 for Project contingency for the Pilaster Jacket Repairs at Mandalay Bay Seawalls Project;
3. Approve $63,400 for engineering, inspection, survey and project management for the Pilaster Jacket Repairs at Mandalay Bay Seawalls Project, and
4. Approve budget appropriation in the amount of $625,728 from the Waterways Assessment District Fund 121 for completion of the project.

5. SUBJECT: Award Agreement A-8204 to Kennedy Jenks Consultants Inc., for Construction Management Services for the Hueneme Road Recycled Water Pipeline Phase II Project PW 17-42.
RECOMMENDATION: That the City Council award and authorize the Mayor to execute

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Agreement A-8204 in an amount of $733,120 with Kennedy Jenks Consultants Inc., for Constructability Review, Construction Management, Observation and Inspection Services for the Hueneme Road Recycled Water Pipeline Phase II Project PW17-42 (Project no. 106002). (Public Works and Transportation Committee approved 3-0)

6. SUBJECT: Approve AutoZone Parts, Inc. Agreement A-8149 for Fleet Services.
RECOMMENDATION: That the City Council:
1. Approve and authorize the Mayor to execute Agreement A-8149 with AutoZone Parts, Inc. (AutoZone) to provide off-site automotive parts, supplies and services required by the Fleet Services Division, for an amount not to exceed $4,600,000 and valid through November 30, 2024; and
2. Ratify the change order to the existing AutoZone Blanket Purchase Order 7155, for parts and supplies needed until Agreement A-8149 is approved by City Council.
(Public Works and Transportation Committee approved 3-0)

7. SUBJECT: Purchase of New Sewer Cleaning Vehicle.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Purchase Order (PO) with Municipal Maintenance Equipment for the purchase of a new VAC-CON sewer cleaning combination truck in the amount of $411,934.45. (Public Works and Transportation Committee approved 3-0)

8. SUBJECT: Award Trade Services Agreement A-8192 to PBC Commercial Cleaning Systems, Inc. for Custodial Services for the Oxnard Transit Center (OTC).
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Trade Services Agreement No. A-8192 with PBC Commercial Cleaning Systems, Inc., (CCS) for a term of three (3) years for a total contract value of $436,425 to provide custodial services at the Oxnard Transit Center located at 201 East Fourth Street. (Public Works and Transportation Committee approved 3-0)

9. SUBJECT: Award Agreement A-8201 to Toro Enterprises for the Cast Iron Pipe Replacement Project.
RECOMMENDATION: That City Council:
1. Award and authorize the Mayor to execute Agreement A-8201 in the amount of $4,643,679 for the Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project PW 19-94 with Toro Enterprises, Inc.;
2. Approve $464,368 for Project contingency and $325,058 for engineering, inspection, survey and project management for the Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project; and
3. Approve a budget appropriation of $3,939,827 from the Water Operating Fund (601) for the Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project Project Nos. 183108 and 153117, respectively.
(Public Works and Transportation Committee approved 3-0)

City Clerk Department

10. SUBJECT: Conflict of Interest Code Amendment.
RECOMMENDATION: That the City Council adopts **Resolution No. 15,302** that repeals all previous Conflict of Interest Code resolutions and approves an amended Conflict of

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Interest Code pursuant to the Political Reform Act to update the list of designated positions filing Statements of Economic Interests ("Form 700").

It was moved by Councilman MacDonald, seconded by Councilmember Perello, to approve the Information/Consent items as presented. VOTE: Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; Basua abstained. The motion carried 6-0-1.

L. REPORTS

City Treasurer Department

1. SUBJECT: Monthly Investment Report for the period ending December 31, 2019.
RECOMMENDATION: That the City Council receive and file the report.

The City Treasurer gave a report. Public comments were received from Al Velasquez. Discussion ensued among the Council and Mr. Molina. No action was required.

Cultural & Community Services Department

2. SUBJECT: Award Agreement with Sterling Venue Ventures for the management and operations of the Oxnard Performing Arts and Convention Center.
RECOMMENDATION: That the City Council authorize the Mayor to execute the facility management agreement between the City and Sterling Venue Ventures for:
1. A five (5) year agreement for the operation, maintenance, and management of the Oxnard Performing Arts and Convention Center Auditorium; and
2. A five (5) year agreement for the operation, maintenance, and management of the Oxnard Performing Arts and Convention Center Meeting Rooms, in coordination with the Oxnard Performing Arts non-profit Corporation Board of Directors.

The Cultural and Community Services Director announced that the facility charges exhibit for the agreement had been updated. He gave a report and introduced Lance Sterling of Sterling Venue Ventures, who made some remarks. Public comments were received from Ray Blattel, Rebecca Roling, Mike Doty, Gary Blum, Len Shulman, Stephanie Hagiwara, Pat Brown, Al Velasquez, and Jack Villa. Councilman MacDonald announced he has a potential real property conflict of interest, due to his home being within 1000 feet of the Performing Arts Center, and left the dais. Discussion ensued among the Council and staff.

It was moved by Member Lopez, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, Madrigal, Perello, and Ramirez voted in favor; MacDonald was absent (abstained). The motion carried 6-0-1. (Councilman MacDonald returned to the dais after the vote.)

City Manager Department

3. SUBJECT: Begin the Process to Wean Off of Measure O.
RECOMMENDATION: That the City Council deliberate and provide feedback and direction on the proposed initial list of savings, reabsorptions, reductions, and cuts. (Reviewed by Measure O Citizen Oversight Committee)

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The Deputy City Manager gave a report. Discussion ensued among the Council and staff. Council members provided direction; no formal action was required.

City Manager Department

4. SUBJECT: Amended MOU concerning sale of Rule 20A credits to City of Laguna Beach.
RECOMMENDATION: That the City Council:
1. Adopt **Resolution No. 15,303** and enter into an amended Memorandum of Understanding (MOU) between the City of Oxnard (City) and the City of Laguna Beach (Laguna Beach) for the sale of $3,231,245 in unallocated Southern California Edison (SCE) Rule 20A credits from the City to Laguna Beach in the amount of $1,777,185, and apply one-time revenue from proposed sale to the General Fund reserve;
2. Issue a payment to Laguna Beach for the difference between the original MOU and amended MOU in the amount of $403,998; and
3. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

The Project Manager gave a report. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Councilwoman Basua, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:15 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

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CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.2

DATE: March 17, 2020

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: Council Committee Appointments.

RECOMMENDATION

That the Mayor, with the concurrence of the City Council, appoint Councilwoman Gabriela Basua to the Housing and Economic Development Committee, and Councilmember Vianey Lopez to the Finance and Governance Committee.

BACKGROUND

At the January 8, 2019 meeting, the Mayor, ratified by the City Council, appointed three Council members each to serve on the five newly formed City Council Committees: Finance and Governance, Public Works and Transportation, Public Safety, Housing and Economic Development, and Community Services.

Due to scheduling conflicts, Councilwoman Basua and Councilmember Lopez have agreed to trade their spots on the Finance and Governance, and Housing and Economic Development committees, respectively. If the Council approves Mayor Flynn's appointment of Councilwoman Basua to the Housing and Economic Development Committee, and Councilmember Lopez to the Finance and Governance Committee, the appointment will take effect immediately. The appointees will take their new spots at the next committee meetings on March 24, 2020.

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.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

1. 2020 CITY COUNCIL COMMITTEES

Oxnard City Council Committees

(proposed 3/17/20)

COMMITTEE	MEMBERSHIP
9:30 – 10:45 a.m. **Finance & Governance Committee**	Tim Flynn – Chair Bert Perello Vianey Lopez
11:00 a.m. – 12:15 p.m. **Public Works & Transportation Committee**	Bert Perello – Chair Bryan MacDonald Tim Flynn
2:00 – 3:15 p.m. **Public Safety Committee**	Bryan MacDonald – Chair Carmen Ramirez Vianey Lopez
4:30 – 5:45 p.m. **Housing & Economic Development Committee**	Oscar Madrigal – Chair Tim Flynn Gabriela Basua
6:00 – 7:15 p.m. **Community Services Committee**	Carmen Ramirez – Chair Gabriela Basua Oscar Madrigal

Council Committees generally meet the 2nd and 4th Tuesdays of each month in the Council Chambers (305 W. Third Street). Agendas are posted 7 days prior to the meeting at www.Oxnard.org/city-meetings/. For information or assistance please contact the City Clerk's office at (805) 385-7803.

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.3

DATE: March 17, 2020

TO: City Council

FROM: Darwin Base, Fire Chief, (805) 385-7700, darwin.base@oxnard.org

SUBJECT: Authorization to Submit Two Grant Applications to the California Office of Traffic Safety (OTS) for $190,125 in Grant Funds for the Purpose of Certifying Firefighters in Child Safety Seat Installation, Purchasing Child Safety Seats, and the Purchase of Battery-Operated Extrication Equipment for the Region.

RECOMMENDATION

That City Council adopts a resolution authorizing:
1. The City Manager to submit two grant applications to the California Office of Traffic Safety (OTS) in the amount of $190,125 for the purpose of certifying firefighters in child safety seat installation, purchasing child safety seats, and purchasing battery-operated extrication equipment;
2. The City Manager or designee to execute grant agreements and appropriate funds upon notification of grant award;
3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve administrative budget appropriation for the use of OTS funds upon award; and
4. The Fire Chief or designee to submit all program related progress or status reports.
(Public Safety Committee approved 3-0).

BACKGROUND

The City of Oxnard is eligible to submit grant applications to California Office of Traffic Safety (OTS) for consideration of State funds in totaling $190,125. Agencies are eligible to apply for OTS for predetermined goals and objectives of which Oxnard Fire Department qualified for improved Child Passenger Safety and Emergency Medical Services Regional Crash Response and Extrication Improvement Program. OTS grants are awarded on annual basis and do not require a match.

The City of Oxnard Fire Department has applied for two OTS grants. The first grant, if awarded, will be in partnership with the Oxnard Firefighters Foundation. The grant will pay for overtime, backfill, and instructor costs to recertify five firefighters and certify an additional five firefighters in child safety installation. The grant will purchase 100 child safety seats and pay for overtime and backfill for four public outreach events to check seat installation and install new seats for residents in need. If awarded, the Oxnard Firefighters Foundation has pledged to purchase an additional 100 child safety seats to be installed in the Oxnard community. The grant funds requested for this project are $43,800.

The second application for $147,125 in battery-operated extrication equipment is a regional grant in which Oxnard Fire Department is the lead agency and will include partner agencies Ventura County Fire Protection District, Ventura City Fire, and Fillmore Fire Department. In 2019 Ventura County area fire departments responded to 5,650 traffic collisions, of these 280 required extrication. The current extrication spreaders and saws are connected to a power source with a 25 foot power cord. The battery-operated equipment will allow extrication in remote areas, increasing the survival rate of traffic collision victims. If awarded, the grant would allow for the purchase of 13 battery powered cutter/spreader combi-

units, 7 battery operated rotary saws and 7 battery operated reciprocating saws; all with chargers and extra batteries. The equipment would be distributed throughout Ventura County.

Notifications of award are traditionally announced in summer.

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

Upon confirmation of the grant award, grant revenue up to the amount of $190,125 will be recognized and appropriated accordingly. No matching funds are required.

COMMITTEE OUTCOME

The Public Safety Committee voted 3-0 on February 25, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Amy Van Atta, Management Analyst II

ATTACHMENTS

1. Resolution 2020 OTS Grant Applications

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 TO THE
CALIFORNIA OFFICE OF TRAFFIC SAFETY

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 Fire Department has requested that City Council approve the submittal of two applications to the California Office of Traffic Safety (OTS) for $147,125 in grant funds to be used for Regional Battery-Operated Extrication Equipment, and a second application for $43,800 for certification of child safety seat installers, 100 child safety seats, and the installation of child safety seats.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of two grant applications by the City Manager one application for regional battery-operated extrication equipment, and a second application for the purchase and installation of child safety seats. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Chief Financial Officer or designee is authorized 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 the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 17th day of March, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Timothy Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.4

DATE: March 17, 2020

TO: City Council

FROM: Darwin Base, Fire Chief, (805) 385-7700, darwin.base@oxnard.org

SUBJECT: Authorization to Submit Five Grant Applications to the Federal Emergency Management Agency (FEMA) for $679,540 Grant Funds for the Purpose of Purchasing Automated External Defibrillators (AED), Urban Search & Rescue (USAR) Supplies, Wildland Shelters and Hydration Packs, Hazardous Materials Training, USAR Training and United States Lifesaving Association Training.

RECOMMENDATION

That City Council adopt a resolution authorizing:
1. The City Manager to submit five grant applications to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant program in the amount of $679,540 for the purpose of purchasing Automated External Defibrillators (AED), Urban Search & Rescue (USAR) supplies, wildland shelters and hydration packs, USAR training, hazardous materials training and United States Lifesaving Association 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 budget appropriations during FY 2020-21 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.
(Public Safety Committee approved 3-0).

BACKGROUND

The City of Oxnard and surrounding agencies are eligible to submit grant applications to FEMA for consideration of federal funds totaling $679,540. Fire Departments are eligible to apply to the FEMA Assistance to Firefighter Grants (AFG) to enhance their ability to protect the public and fire service personnel from fire and related hazards. FEMA grants are awarded on an annual basis. The grant funds will purchase Automated External Defibrillators, Urban Search & Rescue (USAR) supplies, wildland shelters and hydration packs, USAR training, hazardous materials training and United States Lifesaving Association training.

Four (4) regional grants will be applied for, the first being for AEDs. The AED application is a regional application for Fillmore Fire Department, Ventura County Fire Protection District (VCFPD) and Oxnard Fire Department (OFD). The application is to replace and upgrade fifty (50) AEDs that are aged over ten years. The enhanced capability of the new model AED allows for continuous CPR to be provided while monitoring the heart rhythm. Currently CPR must be stopped to allow for the heart to be monitored. By continuing the compressions, save rates increase significantly. If the AED grant is awarded, OFD will receive thirty-nine (39) AEDs, a value of $394,500 in federal funds, requiring a 10% match of $35,864. Fillmore Fire Department will be the lead agency on this application.

The second regional AFG application will be applied for by Ventura City Fire Department for United States Lifesaving Association. If awarded this would fund ten (10) OFD employees to attend a forty (40) hour class that provides minimum level of training to respond in the water to emergencies. OFD would qualify for $22,000 in funding to pay for overtime

and backfill of trainees. The 10% required match will be $2,000.

The third regional AFG application will be submitted by VCFPD for the purchase of wildland shelters and hydration packs. Shelters and hydration packs are safety supplies utilized when responding to brush and grass fires, in 2019 OFD responded to ninety-eight (98) incidents of this type. If awarded, OFD would receive $35,000 in federal funding for the purchase of fifty (50) wildland shelters and forty (40) hydration packs. The 10% required match is $3,182.

The fourth regional AFG application will be submitted by OFD for Hazardous Materials training. The grant funds will pay for tuition, overtime and backfill costs associated with Haz Mat Technician Class, Assistant Safety Officer Class, and Haz Mat Incident Commander Class. All staff assigned to Fire Station 7 are required to be certified Haz Mat Technicians. The certification requires a 160 hour course and will require an ongoing 2.5% incentive to staff with a current Haz Mat Technician certification. OFD will certify ten (10) staff with this funding. Assistant Safety Officer is an OSHA required position for any Haz Mat Incident. OFD will certify eighteen (18) in this position. Haz Mat Incident Commander meets OSHA, NFPA, and CalOSHA training requirements for assuming control of a hazardous materials incident. OFD does not currently have any staff with this training and plans to send the three (3) captains from Station 7 as well as all Chief Officers for a total of nine (9) personnel to this training. The total grant application will be $472,160, of which $150,040 will be retained by OFD with a match requirement of $13,640.

The final application to be submitted is specific to OFD and addresses needs for the Urban Search & Rescue (USAR) Division. If awarded, the grant would fund: 1) the purchase of four (4) battery powered blowers that provide ventilation without the risk of carbon monoxide poisoning if fumes are recirculated in the system; 2) a confined space communications kit that will replace an antiquated system that no longer has parts available for repairs; 3) an air cart that will provide breathing air for rescuers in a confined space environment; and 4) overtime, backfill and tuition for eighteen (18) personnel to take the four (4) core classes required for USAR Technician. The total federal funds requested is $78,000 with a local match of $7,091.

Applications are due March 15, 2020 and are traditionally awarded in August of the same year.

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 a matching funds requirement of 10% for each AFG grant, if awarded, that will take place in FY 2020-21. Therefore, the local match requirement will be considered as part of the FY 2020-21 Budget process this spring.

Grant Description	OFD Total Project Cost	OFD Local Match
AEDs	394,500	35,864
USLA Training	20,000	2,000
Wildland Shelters and Hydration Packs	35,000	3,182
Haz Mat Training	150,040	13,640
USAR Supplies	78,000	7,091
Total	**679,540**	**61,777**

Staff with current certification of Hazardous Materials Technician are entitled to a 2.5% pay incentive per the International Association of Firefighters Local 1684 Memorandum of Understanding with the City of Oxnard.

COMMITTEE OUTCOME

The Public Safety Committee voted 3-0 on February 25, 2020 to approve the staff recommendation and to forward the

item for Council approval.

Prepared by: Amy Van Atta, Management Analyst II

ATTACHMENTS

1. Resolution AFG 2020 Applications

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING SUBMITTAL OF FEDERAL EMERGENCY MANAGEMENT AGENCY GRANT APPLICATION FOR TRAINING FUNDS

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 Fire Department has requested that City Council approve the submittal of five applications to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant in the amount of $679,540 for the purpose of purchasing Automated External Defibrillators, Urban Search & Rescue (USAR) supplies, wildland shelters and hydration packs, hazardous materials training, USAR training and United States Lifesaving Association training.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for Fire Department enhancement. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims, approve special budget appropriations during FY 2020-21 for the use of the grant funds and perform all other required financial actions; and the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 17th day of March, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Timothy Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.5

DATE: March 17, 2020

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Villa Madera Apartments Limited Partnership Transfer.

RECOMMENDATION

That the City Council consent to the transfer of partnership interest in the Villa Madera Apartments limited partnership, Mercy Housing California IVI Limited Partnership, from NEF Assignment Corporation to South of Market Mercy Housing, a new Limited Partner.

BACKGROUND

On March 6, 2001 the City entered into an Affordable Housing and Loan Agreement (Loan Agreement) in the amount of $1,600,00 with Mercy Housing California IVI, a California limited Partnership, to finance pre-acquisition, pre-development, acquisition, and development costs of the Villa Madera Apartments. The Villa Madera Apartments are located at 1051 N. A Street in Oxnard and include seventy-two (72) units with sixty-six (66) units restricted to very low-income households and six (6) units restricted to low-income households for a term of thirty-five years (35) from the date of first occupancy of the first unit. The loan is payable in one lump sum at the end of the thirty-five-year term. Other related loan documents in addition to the Loan Agreement executed between the City and Mercy Housing California IVI, include a Deed of Trust, Promissory Note secured by the deed of trust, and Regulatory Agreement. There have been three subsequent amendments to the Loan Agreement, however, the loan amount, term, and affordability rent levels assigned to the seventy-two (72) units has not changed and will remain in force until the end of the thrifty-five-year (35) affordability period.

Villa Madera Apartments was also awarded $4,459,390 in 4% tax credits by the California Tax Credit Allocation Committee in 2003. The project was placed in service on December 22, 2004. Mercy Housing West, a California non-profit Corporation, is the current General Partner and NEF Assignment Corporation is the current limited partner for Mercy Housing California IVI. Mercy Housing California IVI owns Villa Madera Apartments.

General Partners have exclusive control over the business of the partnership and have all rights, powers and authority to manage and control the business affairs of the partnership. The Limited Partner invests money, gets limited control of the design and structure of project as a condition to making an investment in the project, but does not take part in the day-to-day management or control of the business of the partnership.

DISCUSSION

The fifteen (15) year tax credit compliance period for this project ended on December 31, 2019, generally this is the period when limited partners withdraw from the partnership and divest from their interests in the property. As such, NEF Assignment Corporation has elected to withdraw from the partnership with Mercy House West and transfer its partnership interest to South of Market Mercy Housing, an affiliate of Mercy Housing. South of Market Mercy Housing

is the entity that Mercy Housing uses as a limited partner when investors exit from partnerships at the end of the tax credit compliance period. Pursuant to section 6.3 of the Regulatory Agreement between the City and Mercy Housing California IVI, the owner shall not make any assignment or transfer of the property without prior written consent from the City. Mercy Housing West will remain the general partner of the Mercy Housing California IVI Partnership and there will be no impact or amendments that need to be made to the existing loan documents between the City and Mercy Housing California IVI. The existing affordability requirements and rent levels will remain in place until the remainder of the thirty-five (35) year term.

Mercy Housing is one of the nation's largest affordable housing organizations. They participate in the development, preservation, management, and financing of affordable, program-enriched housing across the country. They acquire and renovate existing housing, as well as develop new affordable rental properties. The City loan with Mercy Housing California IVI is current and the partnership is not in default of its loan terms or regulatory agreement with the City. Staff recommends that Council consent to the transfer in partnership interest from NEF Assignment Corporation to South of Market Mercy Housing.

STRATEGIC PRIORITIES

This agenda item is a routine administrative item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

There is no impact on the General Fund for the recommended actions.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Elsa Brown, Affordable Housing Program Manager

ATTACHMENTS

1. Villa Madera Regulatory Agreement

RECORDED AT THE REQUEST OF
CHICAGO TITLE CO.-72

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Oxnard
Affordable Housing and Rehabilitation Program
555 South A Street, Ste. 195
Oxnard, California 93030
Attn: Program Manager

Ventura, County Recorder
RICHARD D. DEAN
DOC- 2001-0065026-00
Acct 3-Chicago Title
Thursday, APR 12, 2001 12:40:18
Ttl Pd $0.00 Nbr-0000383215
LRE/R9/2-17

Request recording without fee. Record for the benefit of the City of Oxnard pursuant to Section 6103 of the Government Code.

(Space above this line for Recorder's use)

REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

THIS REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS ("Regulatory Agreement") is made and entered into as of this 6th day of March, 2001, by and between the City of Oxnard, a California municipal corporation (the "City") and Mercy Housing California XVI, a California Limited Partnership (the "Owner").

RECITALS

A. The City has entered into a Pre Development Loan Agreement with Mercy Housing California (formerly known as Mercy Charities Housing California) which has been assigned to and assumed by Owner and an Affordable Housing and Loan Agreement (collectively, the "LA") with Owner under which the City has loaned or will loan One Million Six Hundred Thousand Dollars ($1,600,000.00) (the "Loan") to Owner which will be used, together with funds obtained from other sources, for site acquisition and construction of approximately 72 apartment units, all as generally described in the LA. The sum represents tax increment funds received by the City from the Community Development Commission ("CDC"), as well as funds from other sources which the City has dedicated to provide affordable housing.

B. The City makes the Loan to Owner pursuant to the LA for the purpose of financing the Project.

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(5)

C. This Regulatory Agreement is intended to implement the housing affordability requirements of federal and State laws and regulations, and to further City's goal of providing affordable housing for City's residents.

D. In consideration of receipt of the Loan, Owner has further agreed to observe all the terms and conditions set forth below.

E. In order to ensure that the Project will be used and operated in accordance with these conditions and restrictions, the City and Owner wish to enter into this Regulatory Agreement.

THEREFORE, the City and Owner hereby agree as follows:

ARTICLE 1. DEFINITIONS

When used in this Regulatory Agreement, the following terms shall have the respective meanings assigned to them in this Article 1.

1.1 "Regulatory Agreement" shall mean this Regulatory Agreement and Declaration of Restrictive Covenants.

1.2 "Certificate of Occupancy Date" means the date of issuance by the City of the initial certificate of occupancy for the Project.

1.3 "C.F.R." means Code of Federal Regulations.

1.4 "City" means the City of Oxnard, a municipal corporation, and its authorized representatives, officers, officials, directors, employees and agents.

1.5 "Closing Date" shall mean the date of recordation of this Regulatory Agreement.

1.6 "Deed of Trust" is that Deed of Trust, with Assignment of Rents, to be placed on the Property as security for the performance of this Regulatory Agreement. The terms of the Deed of Trust are hereby incorporated into this Regulatory Agreement by reference.

1.7 "Project" shall mean 72 apartment units to be constructed, along with other amenities described in the LA.

1.8 "Loan" means the One Million Six Hundred Thousand Dollars ($1,600,000.00) loaned to the Owner from the City pursuant to the LA.

1.9 "LA" means collectively the Pre Development Loan Agreement and Affordable Housing and Loan Agreement entered into between the City and Mercy Housing California.

1.10 "Loan Documents" are collectively the LA, the Deed of Trust, the promissory note secured by the Deed of Trust, and this Regulatory Agreement, as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.

1.11 "Hazardous Materials" means any hazardous or toxic substances, materials, wastes, pollutants, or contaminants which are defined, regulated, or listed as "hazardous substances," "hazardous wastes," "hazardous materials," "pollutants," "contaminants," or "toxic substances," under federal or State environmental and health and safety laws and regulations, including, without limitation, petroleum and petroleum byproducts, flammable explosives, urea formaldehyde insulation, radioactive materials, asbestos, and lead. Hazardous Materials do not include substances that are used or consumed in the normal course of developing, operating, or occupying a housing project or community space, to the extent and degree that such substances are stored, used and disposed of in a manner and in amounts that are consistent with normal practice and legal standards.

1.12 "HUD" means the United States Department of Housing and Urban Development.

1.13 "Lease" means the lease, in a form satisfactory to the City, entered into between Owner and a tenant of a unit in the Project.

1.14 "Owner" is Mercy Housing California XVI, a California Limited Partnership, and its authorized representatives, assigns, transferees, or successors-in-interest.

1.15 "Property" consists of the approximate 4 acre real property located at Oxnard Boulevard and Robert Avenue in Oxnard, California, and more particularly described in the attached Exhibit A, which is incorporated into this Regulatory Agreement by this reference, including the Project.

1.16 "Rent" shall mean the total monthly payments by the tenants of a unit in the Project for the following: use and occupancy of the Unit and land and associated facilities, including parking (other than parking services acquired by tenants on an optional basis); and separately charged fees or service charges assessed by Owner which are required of all tenants, other than security deposits; the cost of an adequate level of service for utilities paid by the tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service, any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Owner, and paid by the tenant.

1.17 "Term for Units" or "Units Term" shall mean the period of time beginning on the Closing Date and ending thirty- five (35) years from the recordation of the Regulatory Agreement, or the date of first occupancy of any Unit, whichever later occurs.

1.18 "Units" shall mean the apartment units to be constructed on the Property.

1.19 "Very Low Income" means an annual gross income that does not exceed the qualifying limits adjusted for household size and other factors for a "very low income family" as

defined under the United States Housing Act, as amended, and as determined by HUD from time to time for the Ventura County Standard Metropolitan Statistical Area ("SMSA").

1.20 "Very Low Income Household" means a household whose annual income does not exceed Very Low Income.

1.21 "Affordable Rent" means a rental amount determined in accordance with California Health and Safety Code section 50053 and 24 California Code of Regulations, section 6922.

1.22 "Low Income" means an annual gross income that does not exceed the qualifying limits adjusted for household size and other factors for a " low income family" as defined under the United States Housing Act, as amended, and as determined by HUD from time to time for the Ventura County Standard Metropolitan Statistical Area.

1.23 "Low Income Household" means a household whose annual income does not exceed Low Income.

1.24 "Farm workers" shall mean farm workers as defined by the United States Department of Agriculture Rural Development Program, or such other definition upon which the City and Owner may mutually agree in writing

1.25 "AMI" means the median family income of the Ventura County SMSA, as determined and published annually by the United States Department of Housing and Urban Development ("HUD"), as capped by United States median income calculations, or if HUD does not produce such information, as otherwise described in Health and Safety Code Section 50093, and regulations promulgated thereunder.

ARTICLE 2. AFFORDABILITY COVENANTS

2.1 Occupancy Requirement/Preferences. The Units, except for a manager's unit, shall be rented and occupied by or, if vacant, available only to Very Low Income Households at rents affordable to such households under the criteria set forth in California Health and Safety Code section 50053 and 24 California Code of Regulations 6922, for a period of thirty-five (35) years following the date of the first occupancy of any unit. In addition, at least 7 units will be rented to families with farm workers as the persons providing the income used to qualify the family under the criteria of California Health and Safety Code section 50053 and 24 California Code of Regulations 6922. Preference in rental of the Units shall be given to Oxnard residents and persons who work in Oxnard and reside elsewhere as provided in the LA. Preference will be established as follows:

a. Families who reside in Oxnard;
b. Families who work in Oxnard, but reside elsewhere.

Owner will maintain a waiting list of all persons who apply to become tenants, with information sufficient to rank such persons. During the entire period of the Regulatory Agreement, units will be made available to persons from the waiting list and among other applicants in the order of priority set forth above. A unit shall be considered to have been made available as follows:

a. A unit shall be considered to have been made available if Owner actually notifies a potential tenant and a period of 48 hours elapses after such actual notice is given.

b. At any time during such 48 hour availability period, the potential tenant may notify Owner of his/her election to rent the unit. In such event, Owner and tenant shall negotiate in good faith for rental of the unit.

2.2 Lease Provisions.

a. {intentionally omitted-HOME requirement}

b. Each such lease or rental agreement shall also provide that the household is subject to annual certification in accordance with Section 4.1 below, and that, if the household's income increases above the applicable limits for a Very Low Income Household, such household's rent may be subject to increase to the lesser of (1) 30% of that household's actual adjusted monthly income; or (2) the amount payable by the tenant under federal, State or local laws, not to exceed limitations of tax credit programs restricting rents for the Units.

ARTICLE 3. OPERATION AND MAINTENANCE OF THE UNITS

3.1 Use as Rental Housing. The Units shall be operated only as rental housing. No part of the Project shall be operated as transient housing. Owner agrees to keep the units in the Project in good repair and available for occupancy and to make all reasonable efforts to keep the Project fully rented and occupied. Owner shall notify City in writing and receive written approval from City of any proposed changes or additions to the approved Project prior to such change or addition.

3.2 Compliance with Loan Documents. Owner shall comply with all the terms and provisions of the Loan Documents.

3.3 Taxes and Assessments. Owner shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property, provided, however, that Owner shall have the right to contest in good faith any such taxes, assessments or charges. In the event Owner exercises its right to contest any tax, assessment or charge against it, Owner, on final determination

of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

3.4 Nondiscrimination. All of the Units shall be available for occupancy on a continuous basis to members of the general public (subject to the residence preferences contained in the LA and hereinabove) who are income eligible. Subject to the residence preferences contained in the LA and hereinabove, Owner shall not give preference to any particular class or group of persons in renting the Units. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation or preference, age, marital status, national origin, ancestry, family status, source of income (except for the farm worker preference stated herein), physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Conditions (ARC), or any other arbitrary basis in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit. Neither the Owner nor any person claiming under or through the Owner, shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the operation and management of any Unit. All leases or contracts made or entered into by Owner as to the Units shall include a statement in all advertisements, notices and signs for the availability of Units for rent to the effect that Owner is an Equal Housing Opportunity Provider.

Nothing in this Section 3.4 is intended to require Owner to change the character, design, use or operation of the Units from, or require Owner to obtain licenses or permits other than those required for a rental housing development for persons capable of independent living.

ARTICLE 4. INCOME CERTIFICATION AND REPORTING

4.1 Income Certification. Owner shall obtain, complete and maintain on file, immediately prior to initial occupancy and annually thereafter, income certifications from each tenant household renting any of the Units. Owner shall make a good faith effort to verify that the income provided by an applicant or occupying household in an income certification is accurate by taking one or more of the following steps as part of the verification process: (a) obtain a pay stub for the most recent pay period; (b) obtain an income tax return for the most recent tax year; (c) conduct a credit agency or similar search; (d) obtain an income verification form from the applicant's current employer; (e) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (f) if the applicant is unemployed and has no such tax return, obtain another form of independent verification. Copies of tenant income verification shall be available to the City upon request.

4.2 Annual Report to the City. Owner shall submit an annual report to the City, in a form approved by the City. The annual report shall include for each Unit covered by this Regulatory Agreement, the rent and the income and family size of the household occupying the Unit, as well whether the unit is occupied by a farm worker family. The report shall also state the date the tenancy commenced for each Unit and such other information as the City may be required by law to obtain.

4.3 Additional Information. Owner shall provide any additional information reasonably requested by the City. The City shall have the right to examine and make copies of all books, records or other documents of Owner which pertain to any Unit.

4.4 Records. Owner shall maintain complete, accurate and current records pertaining to the Units, and shall permit any duly authorized representative of the City (during business hours and upon not less than seventy-two (72) hours notice) to inspect records, including records pertaining to income and household size of tenant households.

ARTICLE 5. PROPERTY MANAGEMENT

5.1 Management Responsibilities. Owner is specifically responsible, subject to its obligations herein, for all management functions with respect to the Units, including, without limitation, the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall have no responsibility for management of the Units.

5.2 Management Entity. This provision is for the sole benefit of the City and not for the benefit of tenants or members of the public. Any contracting of management services by Owner shall not relieve Owner of its primary responsibilities for proper performance of management duties. The City shall have the right, but not the obligation, to review and, exercise reasonable discretion based upon management experience and financial condition, approve a change in the management entity for the Units chosen by Owner. Mercy Services Corporation is the management agent for the Units.

5.3 Intentionally omitted.

5.4 Maintenance and Security.

a. Owner shall at its own expense maintain the Units in good condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions for the benefit of the occupants. Owner shall not commit or permit any waste on or to the Units, and shall prevent and/or rectify any physical deterioration of the Units. Owner shall provide adequate ongoing security equipment and services for Unit occupants. Owner shall maintain the Units in conformance with all applicable State, federal and local laws, ordinances, codes and regulations and the Final Management Plant, but Owner's maintenance obligations shall not be limited only to the standards contained in these laws or the Final Management Plan.

b. In the event that Owner fails to maintain the Units in accordance with these standards and after at least thirty (30) calendar days prior notice to Owner, the City, or its contractors or agents, may, but shall be under no obligation to, enter upon the Units, make such repairs or replacements as are reasonably deemed necessary in the City's discretion, and provide for payment thereof. Any amount advanced by the City to make such repairs,

together with interest thereon from the date of such advance at the lesser of 12% per annum or the highest rate then allowed by applicable law, shall become an additional obligation of Owner to the City and shall be secured by any Deed of Trust, if not previously reconveyed.

5.5 Insurance Coverage. Owner shall cause to have in full force and effect during the term of this Regulatory Agreement insurance coverage as required in the LA.

5.6 Property Damage or Destruction Condemnation. In the event of any fire or other casualty to the Project in whole or in part, or eminent domain proceedings resulting in condemnation of such property or any part thereof, such event shall not constitute a default under the Loan Documents. Owner shall have the right to rebuild the Project, and to use all available insurance or condemnation proceeds to that end, provided that the available proceeds are sufficient to rebuild the Project in a manner reasonably and mutually agreeable to the City and Owner. If no such agreement is reached, available proceeds shall be used in the following order: to repay any outstanding loans on the property including the City's Loan; to repay Owner any equity invested in the Project.

5.7 Hazardous Materials. During the term of this Regulatory Agreement, Owner shall comply with all of the obligations contained in the LA and Deed of Trust with respect to Hazardous Materials.

ARTICLE 6. MISCELLANEOUS

6.1 Term. This Regulatory Agreement shall bind any successor, transferee or assign of Owner, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, with or without the approval of the City, except as expressly released by the City. The City makes the Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.2 Subordination. This Regulatory Agreement shall be subordinated in priority only to the liens and encumbrances as provided in the LA and in paragraph 6.3.c.

6.3 Transfer and Encumbrance of Property.

a. Subject to the LA, during the term of this Regulatory Agreement, Owner shall not make or permit any sale, assignment, conveyance, lease, or transfer of the Project or the Property or any part thereof, without the prior written consent of the City. The City shall give its consent to a sale, transfer, or conveyance, provided that all of the following conditions are met: (1) Owner is in compliance with this Regulatory Agreement and the other Loan Documents, or the sale, transfer, or conveyance will result in the cure of any existing defaults of this Regulatory Agreement or the other Loan Documents; (2) the transferee agrees to assume all obligations of Owner imposed by the Regulatory Agreement and the other Loan Documents; (3) the transferee demonstrates to the City's satisfaction that it is capable of owning and operating the Units and the Property in full compliance with this Regulatory Agreement and the other Loan Documents; and (4) the terms of the sale, transfer, or

conveyance shall not jeopardize the City's security interests in the Project, and are in full compliance with all standards, including eligibility requirements and other conditions imposed by any funding sources for the Project.

b. Financing. During the term of this Regulatory Agreement, Owner shall not engage in any financing or other transaction creating any mortgage, deed of trust or other encumbrance or lien upon the Property (except for any financing provided by the City and any superior lien or encumbrances identified in the LA), without the prior written consent of the City. The City shall reasonably consent to such financing if and to the extent necessary to maintain or improve the affordability or condition of the Project or the Property.

c. Subordination. City agrees to subordinate the obligations of the LA, including the Regulatory Agreement, to construction and/or permanent financing obligations upon written request of Owner, not to exceed the appraised value of the project (and improvements to be constructed thereon) as established by a qualified real estate appraiser approved by City, minus the amount of this loan; provided, further, that such approval shall not be unreasonably withheld so long as City's secured interests are not jeopardized and Owner is not in default or the transaction will cure any existing or threatened default. The approval, decisions, and subordination required hereunder may be exercised by the City Manager or his designee, who may execute all instruments necessary to accomplish the subordination.

6.4 Non-Liability of Officials, Employees, and Agents. The City shall not be liable to Owner for damages for any obligation created under the terms of this Regulatory Agreement except in the case of actual fraud or willful misconduct.

6.5 Indemnity.

a. Notwithstanding the insurance coverage required herein, Owner shall indemnify and hold the City free and harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including reasonable attorneys' fees) which the City may incur as a direct or indirect consequence of (1) Owner's failure to perform any obligations as and when required by this Regulatory Agreement; (2) any failure of any of Owner's representations or warranties to be true and complete when made or (3) any act or omission by Owner or any contractor, subcontractor, management agent, or supplier with respect to the Project, construction, and operation of the Project or the Property, except where such losses are caused by the sole negligence or willful misconduct of the City. Owner shall pay immediately upon the City's demand any amounts owing under this indemnity. The duty of the Owner to indemnify includes the duty to defend the City in any court action, administrative action, or other proceeding brought by any third party arising from the development of the Property. Owner's duty to indemnify the City shall survive the term of this Regulatory Agreement.

b. Owner'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 Owner is obligated to indemnify and hold harmless.

6.6 Covenants to Run With the Land. The City and Owner hereby declare their express intent that the covenants and restrictions set forth in this Regulatory Agreement shall run with the land, and shall bind all successors in title to the Project or the Property, provided, however, that on the expiration of the Term of this Regulatory Agreement, said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed, or other instrument, unless the City expressly releases a conveyed portion of the Project or the Property from the requirements of this Regulatory Agreement.

6.7 Enforcement by the City. If Owner fails to perform any obligation under this Regulatory Agreement, or fails to cure the default within 30 days after the City has notified Owner in writing of the default or, subject to the LA, if the default cannot be cured within 30 days, fails to commence to cure within 30 days and thereafter diligently pursues such cure, the City shall have the right to enforce this Regulatory Agreement by any or all of the following actions, or any other remedy provided by law:

a. Foreclose Under Deed of Trust and Recover Loan. The City may declare a default under the LA, recover the amount of the Loan and proceed with foreclosure under the Deed of Trust.

b. Action to Compel Performance or for Damages. The City may bring an action at law or in equity to compel Owner's performance of its obligations under this Regulatory Agreement, and/or for damages.

c. Remedies Provided Under Loan Documents. The City may exercise any other remedy provided under the Loan Documents.

6.8 Attorneys' Fees and Costs. In any action brought to enforce this Regulatory Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including attorneys' fees. This section shall be interpreted in accordance with California Civil Code section 1717 and judicial decisions interpreting that statute.

6.9 Recording and Filing. The City and Owner shall cause this Regulatory Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Ventura.

6.10 Governing Law. This Regulatory Agreement shall be governed by the laws of the State of California, except those provisions preempted by federal law.

6.11 Amendments. This Regulatory Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the real property records of the County of Ventura, California.

6.12 Notice. All notices given or certificates delivered under this Regulatory Agreement shall be deemed received on the delivery or refusal date shown on the delivery receipt, if (a) personally delivered by a commercial service which furnishes signed receipts of delivery or (b) mailed by certified mail, return receipt requested, postage prepaid , addressed as shown on the signature page. Any of the parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or communications shall be sent.

6.13 Severability. If any provision of this Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Regulatory Agreement shall not in any way be affected or impaired thereby.

6.14 Regulatory Agreement Controls. In the event that any provisions of this Regulatory Agreement and any Loan Document conflict, the terms of this Regulatory Agreement shall control.

6.15 Relationship of Parties. The relationship of Owner and the City for the Project during the term of this Regulatory Agreement shall not be construed as a joint venture, equity venture, or partnership. The City does not undertake nor assumes any responsibility or duty to Owner or any third party with respect to the operation of the Project and the Property or the actions of Owner. Owner shall have no authority to act as an agent of the City or to bind the City to any obligation.

6.16 No Third-Party Beneficiaries. All of the provisions of this Regulatory Agreement are intended to bind and benefit only the City, the Community Development Commission of the City, Owner, and their respective permitted successors and assigns. It is not intended that any provision of this Regulatory Agreement benefit, and it shall not be construed that any provisions of this Regulatory Agreement benefit or are enforceable by any tenant, prospective tenant, creditor, or other third party.

6.17 Waiver. Any waiver by the City of any obligation in this Regulatory Agreement must be in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of Owner or to pursue any remedy allowed under this Regulatory Agreement or applicable law. Any extension of time granted to Owner to perform any obligation under this Regulatory Agreement shall not operate as a waiver or release of Owner from any of its obligations under this Regulatory Agreement. Consent by the City to any act or omission by Owner shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waiver.

6.18 Other Agreements. Owner represents that it has not entered into any agreements that would restrict or compromise its ability to comply with the terms of this Regulatory Agreement. Owner shall not enter into any agreements that are inconsistent with the terms of this Regulatory Agreement without an express waiver by the City in writing, except to the extent required to do so

by a lender with a superior lien or encumbrance allowed under Section 6.2. Owner shall give written notice of entering into any such agreement.

IN WITNESS WHEREOF, the City and Owner have executed this Regulatory Agreement by duly authorized representatives, all as of the date first above written.

SIGNATURES TO REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

NOTARIZATION REQUIRED

CITY OF OXNARD

By: _____
Dr. Manuel M. Lopez, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Gary L. Gillig, City Attorney

MERCY CALIFORNIA HOUSING XVI, A CALIFORNIA LIMITED PARTNERSHIP

By: MERCY PROPERTIES, INC., A COLORADO NONPROFIT CORPORATION, ITS GENERAL PARTNER

By: Amy Bayley, RSM

Its: Vice-President

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

Subscribed and sworn (or affirmed) to before me this 6th day of March, 2001, by Amy Marie Bayley.

Hellmi McIntyre

HELLMI MC INTYRE
1255689
NOTARY PUBLIC - CALIFORNIA
VENTURA COUNTY
My Comm. Expires
MARCH 6, 2004

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Ventura } ss.

On 7 March 2001 (Date), before me, Jose Daniel Martinez (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Dr. Manuel M. Lopez (Name(s) of Signer(s)),

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

JOSE DANIEL MARTINEZ
Commission # 1184770
Notary Public - California
Ventura County
My Comm. Expires May 24, 2002

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Regulatory Agreement And Declaration of Restrictive Covenants (Mercy Charities)

Document Date: 6 March 2001 Number of Pages: 13

Signer(s) Other Than Named Above: Amy Bayley, Mercy Properties

Capacity(ies) Claimed by Signer

Signer's Name: Dr. Manuel M. Lopez

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: Mayor / Chairperson

Signer Is Representing: City of Oxnard

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ITEM #L-5

DESCRIPTION

PARCEL A:

LOT 1 OF TRACT NO. 5267, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 143 , PAGES 32 , 33 AND 34 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR ROAD, PUBLIC UTILITY AND DRAINAGE PURPOSES, AND INCIDENTAL PURPOSES, OVER THOSE PORTIONS OF LOTS 1, 2, 3 AND 4 OF TRACT NO. 5267, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 143, PAGES 32, 33 AND 34 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN THAT STRIP OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 4 OF SAID TRACT NO. 5267, THENCE ALONG THE EASTERLY LINE THEREOF, NORTH 1° 14′ 20" EAST 45.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THAT CERTAIN STREET EASEMENT DESCRIBED AS PARCEL B, RECORDED IN BOOK 2814, PAGE 535 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHERLY LINE NORTH 88° 44′ 06" WEST 97.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 24.87 FEET, A RADIAL LINE FROM SAID POINT BEARS NORTH 35° 50′ 13" EAST, SAID POINT BEING THE TRUE POINT OF BEGINNING;

1ST: THENCE, NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55° 24′ 07" AN ARC DISTANCE OF 24.05 FEET;

2ND: THENCE, NORTH 1° 14′ 20" EAST 106.52 FEET;

3RD: THENCE, NORTH 1° 03′ 06" WEST 209.48 FEET;

4TH: THENCE, NORTH 1° 14′ 20" EAST 172.92 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 99.50 FEET;

5TH: THENCE, NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53° 07′ 23" AN ARC DISTANCE OF 92.25 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 50.50 FEET;

6TH: THENCE, NORTHEASTERLY, NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 143° 07′ 23" AN ARC DISTANCE OF 126.15 FEET;

7TH: THENCE, NORTH 88° 45′ 40" WEST 40.50 FEET;

8TH: THENCE, SOUTH 46° 14′ 20" WEST 14.14 FEET;

9TH: THENCE, SOUTH 1° 14′ 20" WEST 391.42 FEET;

10TH: THENCE SOUTH 45° 50′ 32" EAST 12.29 FEET;

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DESCRIPTION

11TH: THENCE, SOUTH 3° 55′ 55" WEST 76.87 FEET;

12TH: THENCE, SOUTH 1° 14′ 20" WEST 195.70 FEET TO A POINT ON THE CURVED NORTHERLY LINE OF SAID STREET EASEMENT, SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A RADIAL LINE FROM SAID POINT BEARS SOUTH 25° 01′ 07" EAST;

13TH: THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CURVED NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 26° 17′ 00" AN ARC DISTANCE OF 11.47 FEET;

14TH: THENCE, SOUTH 88° 44′ 06" EAST 43.68 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN SAID LOT 1.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.6

DATE: March 17, 2020

TO: City Council

FROM: Scott Whitney, Police Chief, (805) 385-7624, scott.whitney@oxnardpd.org

SUBJECT: Resolution Commending Felice Johnson for Twenty-Four Years of Outstanding Service to the City of Oxnard.

RECOMMENDATION

That the City Council adopt a resolution commending Felice Johnson for twenty-four years of outstanding service to the City of Oxnard.

BACKGROUND

Senior Officer Felice Johnson, after twenty-four years of outstanding service to the City of Oxnard as a member of the Oxnard Police Department, has retired.

Senior Officer Johnson began her career as an Oxnard Police Department Public Safety Trainee in March 1990 and graduated in August 1990 from the Ventura County Criminal Justice Training Center Academy where her passion for public service was ignited. Senior Officer Johnson became the first African-American female Police Officer with the Oxnard Police Department. Senior Officer Johnson gave the Oxnard Police Department twenty-four years of outstanding service.

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.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant I

ATTACHMENTS

1. Resolution Felice Johnson

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD COMMENDING FELICE JOHNSON FOR TWENTY-FOUR YEARS OF OUTSTANDING SERVICE TO THE CITY OF OXNARD

WHEREAS, Senior Officer Felice Johnson has given twenty-four years of outstanding service to the City of Oxnard as a member of the Oxnard Police Department: and

WHEREAS, Senior Officer Johnson began her career as an Oxnard Police Department Public Safety Trainee in March of 1990 and graduated in August of 1990 from the Ventura County Criminal Justice Training Center Academy where her passion for public service was ignited; and

WHEREAS, Senior Officer Johnson became the first African-American Female Police Officer with the Oxnard Police Department; and

WHEREAS, Senior Officer Johnson began work in the Field Services Bureau in Patrol and worked in the Field Tactical Unit; and

WHEREAS, in 1999, Senior Officer Johnson was selected as a Property Crimes Detective in the Investigative Services Bureau; and

WHEREAS, in 2001, Senior Officer Johnson was assigned to the Youth Services Division where she served as the Police Officer for Pacifica High School; and

WHEREAS, in 2002, Senior Officer Johnson was promoted to Senior Police Officer and returned to the Field Services Bureau as the Beat 32 Coordinator; and

WHEREAS, in 2003, Senior Officer Johnson returned to the Investigative Services Bureau as a Property Crimes Detective; and

WHEREAS, in 2010, Senior Officer Johnson was assigned to the Field Services Bureau as the Beat 42 Coordinator, and served in this position until her retirement; and

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Senior Officer Felice Johnson for twenty-four years of dedicated public service, for her significant role as a member of the Oxnard Police Department and offer best wishes for a fulfilling retirement with family and friends.

PASSED AND ADOPTED this 17th day of March, 2020 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.7

DATE: March 17, 2020

TO: City Council

FROM: Scott Whitney, Police Chief, (805) 385-7624, scott.whitney@oxnardpd.org

SUBJECT: 2020 Community Policing Development Microgrant Application.

RECOMMENDATION

That the City Council adopt a resolution authorizing:
1. The City Manager to execute and apply for $100,000 in grant funds from the U.S. Department of Justice, Office of Community Oriented Policing Services 2020 Community Policing Development (CPD) Microgrant Program.
2. The City Manager or designee to execute grant agreements and appropriate funds upon confirmation of grant award.
3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for use of CPD Microgrant funds.
4. The Chief of Police or designee to submit all program related progress or status reports.

BACKGROUND

The Police Department is seeking to apply for the COPS Office FY 2020 Community Policing Development (CPD) Microgrants program grant in the amount of $100,000.

CPD Microgrants funds are used to develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities.

CPD Microgrants are part of a competitive grant program. This year, a total of $2.3 Million is available nationwide for a maximum of twenty-three (23) awards of up to $100,000. Applicants to this grant program may submit grant funding applications from ten (10) subtopic areas. The subtopic area that the Police Department is applying for is entitled "Staffing and Allocation Studies."

<u>Grant Application Discussion</u>

For the past three decades, the Police Department has demonstrated a history of strong commitment to community policing, neighborhood problem solving, and community engagement. The Police Department has demonstrated excellence in this regard, earning recognition such as the James Q. Wilson Award for excellence in community policing in 2008, and again in 2018. The Police Department believes that its community policing strategies and strong ties to the city's residents have helped it withstand significant challenges during the past decades, and have helped make Oxnard a safer place. The Police Department also recognizes that in the years ahead, challenges will not only continue, but new ones will rise. In order to be better prepared to meet these challenges, the Police Department must be able to best allocate its resources and "staff for success." An independent, comprehensive, and expert-led staffing allocation study is fundamental to determining how to best allocate its workforce in order to provide the best policing model to the

community it serves.

Healthy and successful organizations engage in self-assessment, as it serves as a fundamental step towards improvement. Ideally, such assessments should be conducted every several years, and should not be generational events. An assessment such as the one that the Police Department is seeking should examine multiple facets of the organization. The examination should also go beyond patrol staffing, and also review allocations to lateral assignments such as detectives and specialized units, workflow processes, and other factors that impact the workforce. Such a study should examine the roles and allocation of civilian personnel, such as dispatchers, booking officers, community service officers, records technicians, etc., as they play a critical role in agency function. This is especially important, as the roles of civilian support staff can be cost-effective yet are generally underutilized in the industry.

Such studies often cost more than most agencies can afford, and therefore beyond their reach. The Police Department is well past due for a contemporary staffing allocation study, and does not have the financial capacity to commission one without grant assistance. The last independent staffing and operations study that the Police Department commissioned was in 1991, and it helped set the lineage of today's highly successful community policing model. The Police Department recognizes the value and importance of a comprehensive review of its personnel and resource allocation, and for this reason argues that this grant application is necessary to move forward in tailoring its organizational structure to meet the community's needs by providing an efficient and contemporary community policing service model.

If awarded this grant, the Police Department would commission the production of a comprehensive staffing allocation study that evaluates the Police Department's sworn and civilian staffing allocation, to serve as a guide and make recommendations that support enhancing efficiencies, service delivery, and community policing strategies.

Awarded amounts are for a grant period of one (1) year. There is no match requirement.

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.

Objective 1d. Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.

FINANCIAL IMPACT

There is no financial impact to the General Fund other than the (potential) receipt of up to $100,000 of grant funds, and accompanying expenditures in an equal amount. The 2020 Community Policing Development (CPD) Microgrant Program does not require ongoing or one-time matching contributions. Upon confirmation of the grant award, grant revenue will be recognized and appropriated accordingly.

COMMITTEE OUTCOME

This item did not originate in committee.

Prepared by: Jason Benites, Assistant Police Chief

ATTACHMENTS

1. 2020 CPD Microgrant Council Resolution
2. 2020 CPD Application

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 FOR THE

UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES 2020 COMMUNITY POLICING MICROGRANT PROGRAM

WHEREAS, City Council Resolution No. 12,053 sets out the procedures by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Police Department has requested that City Council approve the submittal of an application to the U.S. Department of Justice, Office of Community Oriented Policing Services 2020 Community Policing Development Microgrant Program for $100,000 in grant funds, to be used to commission a comprehensive staffing and allocation study for the Police Department.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for grant funds to be used to commission a comprehensive staffing and allocation study for the Police Department, and resolves to recognize grant revenue in the amount of $100,000 from the U.S. Department of Justice, Office of Community Oriented Policing Services 2020 Community Policing Development Microgrant Program. 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 Chief of Police or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS ____th day of March, 2020 by the following vote:

AYES:

NOES:

ABSENT:

_____

Tim Flynn, Mayor

ATTEST:

_____

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____

Stephen M. Fischer, City Attorney

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COPS Office Award Application

CA05604

Oxnard Police Department

Project Title:

STAFFING FOR SUCCESS

Community Oriented Policing Services
U.S. Department of Justice

SECTION 1: COPS OFFICE AWARD PROGRAM REQUEST

The program you have selected is: Community Policing Development.

CPD Microgrant Topic Areas:

7. Staffing and Allocation Studies

B. Research & Development (R&D)

B1) Could any portion of your project be considered research and development (R&D) as defined by 2 C.F.R. §200.87? (See definition below)

No

R&D means all research activities, both basic and applied, and all development activities that are performed by nonfederal entities. The term *research* also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other research and

development activities and where such activities are not included in the instruction function. "Research" is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. "Development" is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes.

SECTION 2: AGENCY ELIGIBILITY INFORMATION

This section is pre-populated from the information listed in your COPS Office Agency Portal account. If this information is incorrect, you must log into your COPS Office Agency Portal account and make the necessary changes before proceeding with this application. For assistance, please contact the COPS Office Response Center at AskCOPSRC@usdoj.gov or 800-421-6770.

Agency Designation: ***Law Enforcement***

Agency Type Description: ***Police***

Please indicate if your jurisdiction is primarily considered rural, urban or suburban.

Urban

2A. CPD Microgrants Eligibility Questions

In this section, we will ask you several questions about your law enforcement agency operations and authority to determine your eligibility to apply for a Community Policing Development Microgrants award. Please note that Microgrant applicants must have a law enforcement agency that is operational as of January 09, 2020, or receive services through a new or existing contract for law enforcement services. Applicants must also maintain primary law enforcement authority for the population to be served.

Part I. Law Enforcement Agency Operations

A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget.

Q1) Is your agency established and currently operational?

Yes

Part II. Law Enforcement Agency Authority

An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within its jurisdiction. Agencies are not considered to have primary law enforcement authority if they only: respond to or investigate specific type(s) of crime(s), respond to or investigate crimes within a correctional institution, serve warrants, provide courthouse security, transport prisoners, have cases referred to them for investigation or investigational support or only some combination of these.

Q1) Based on the definition above, does your agency have primary law enforcement authority? [Or, if contracting to receive services, does the agency that will be providing law enforcement services have primary law enforcement authority for the population to be served?]

Yes

Q2) Is your agency the first responder to all types of criminal incidents within your jurisdiction?

Yes

Q3) Agencies with jurisdiction limited only to correctional institutes and/or courthouse settings are not eligible under this program. Is your agency the first responder to citizen-initiated calls for service outside of a correctional institute and/or courthouse setting?

Yes

SECTION 3: GENERAL AGENCY INFORMATION

A. Applicant ORI Number CA05604

The ORI number is assigned by the FBI and is your agency's unique identifier. The COPS Office uses the first seven characters of this number. The first two letters are your state abbreviation, the next three numbers are your county's code, and the next two numbers identify your jurisdiction within your county. If you do not currently have an ORI number, the COPS Office will assign one to your agency for the purpose of tracking your award. ORI numbers assigned to agencies by the COPS Office may end in "ZZ."

B. Applicant Data Universal Numbering System (DUNS) Number: 0817902140000

A Data Universal Numbering System (DUNS) number is required prior to submitting this application. A DUNS number is a unique nine or thirteen digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. For more information about how to obtain a DUNS number, please refer to the "How to Apply" section of the COPS Office Application Guide.

Applicant Data Universal Numbering System (DUNS) Name:

City of Oxnard

If your registered name in DUNS is different from your COPS Office legal name, please enter the registered name. For more information about how to obtain a DUNS name, please refer to https://www.dnb.com/duns-number/lookup.html.

C. System for Award Management (SAM)

The System for Award Management (SAM) replaces the Central Contractor Registration (CCR) database as the repository for standard information about federal financial assistance applicants, recipients, and sub recipients. The U.S. Department of Justice requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Please note that applicants must update or renew their SAM registration at least once a year to maintain active status.

Applicants that were previously registered in the CCR database must, at a minimum:

Create a SAM account

Log into SAM and migrate permissions to the SAM account (all the entity registrations and records should already have been migrated).

Applicants that were not previously registered in the CCR database must register in SAM prior to registering in Grants.gov. Information about SAM Registration procedures can be accessed at https://www.sam.gov.

For more information about how to register with SAM, please refer to the "How to Apply" section of the COPS Office Application Guide.

Your SAM Registration is set to expire on: 02/10/2021

Please enter date in MM/DD/YYYY format.

Note: If your SAM registration is set to expire prior to September 30, 2020, please renew your SAM Registration prior to completing this application. Contact

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the SAM Service Desk at 866-606-8220 or view/update your registration information at https://www.sam.gov

E. Cognizant Federal Agency: Department of Housing and Urban Development

Select the legal applicant's Cognizant Federal Agency. A Cognizant Federal Agency, generally, is the federal agency from which your jurisdiction receives the most federal funding. Your Cognizant Federal Agency also may have been previously designated by the Office of Management and Budget. Applicants that have never received federal funding should select "Department of Justice" as the Cognizant Federal Agency.

F. Please enter the month, day, and year of the legal applicant's current fiscal year (MM/DD/YYYY format). From 07/01/2019 to 06/30/2020

G. U.S. Attorney's Office District

a. Indicate your U.S. Attorney's Office District by selecting your state and then selecting U.S. Attorney's Office District in b.

California

b. Indicate your U.S. Attorney's Office District by selecting from the drop-down.

California,Southern

I. U.S. Department of Justice and Other Federal Funding

Applicants are required to disclose whether they have pending applications for federally funded assistance or active federal awards that support the same or similar activities or services for which funding is being requested under this application.

Be advised that as a general rule COPS Office funding may not be used for the same item or service funded through another funding source. However, leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate. To aid the COPS Office in the prevention of awarding potentially duplicative funding, please indicate whether your agency has a pending application and/or an active award with any other federal funding source (e.g. direct federal funding or indirect federal funding through State sub-awarded federal funds) which supports the same or similar activities or services as being proposed in this COPS Office application. (complete the tables below):

Summary of Current/Active Non-COPS Office Awards that Support the Same or Similar Activities or Services as being Proposed in the COPS Office Application

Federal Awarding Agency or State Agency for Sub-awarded Federal Funding	Award Number	Program Name	Award Start Date (mm/dd/yyyy)	Award End Date (mm/dd/yyyy)	Award Amount	Describe How This Project Differs From The Application For COPS Office Funding

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Summary of Current/Active Non-COPS Office Awards that Support the Same or Similar Activities or Services as being Proposed in the COPS Office Application

Federal Awarding Agency or State Agency for Sub-award Funding	Application Number (if known)	Program Name	Project Length	Total Requested Amount	Items Requested	Describe How This Project Differs From The Application For COPS Office Funding

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SECTION 4: EXECUTIVE INFORMATION

Note: Listing individuals without ultimate programmatic and financial authority for the award could delay the review of your application, or remove your application from consideration.

A. Law Enforcement Executive/Agency Executive Information:

For Law Enforcement Agencies: *This is the highest ranking law enforcement official within your jurisdiction (e.g., chief of police, sheriff, or equivalent). The section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this information is no longer correct, please log in to your COPS Office Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770.*

Title: Chief of Police
First Name: Scott MI: Last Name: Whitney Suffix:
Agency Name: Oxnard Police Department
Street1: 251 South C Street
Street2:
City: Oxnard State: CA Zip / Postal Code: 93030
Telephone Number: 8053857624 Fax: 8053857790 Email: scott.whitney@oxnardpd.org
Edit Contact Information

B. Government Executive Information:

For Government Agencies: *This is the highest ranking government official within your jurisdiction (e.g., mayor, city administrator, or equivalent). The section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this information is no longer correct, please log in to your COPS Office Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770.*

Title: City Manager
First Name: Alexander MI: Last Name: Nguyen Suffix:
Agency Name: Oxnard Police Department
Street1: 300 West Third Street
Street2:
City: Oxnard State: CA Zip / Postal Code: 93030
Telephone Number: 8053857430 Fax: 8053857595 Email: alexander.nguyen@oxnard.org
Edit Contact Information

C. Application Contact Information:

Application Contact: *Enter the application contact's name and contact information.*

Title: Police Finance Mana
First Name: Delia MI: Last Name: Campbell Suffix: Select One...
Agency Name: Oxnard Police Department
Street1: 251 South C Street
Street2:
City: Oxnard State: CA Zip / Postal Code: 93030
Telephone Number: 8053857612 Fax: 8053857739 Email: delia.campbell@oxnardpd.org

SECTION 6A: LAW ENFORCEMENT & COMMUNITY POLICING STRATEGY

Community Policing Definition Framework

The following is the COPS Office definition of community policing that emphasizes the primary components of community partnerships, organizational transformation, and problem solving.

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem solving techniques to proactively address the immediate conditions that give rise to public safety issues, such as crime, social disorder, and fear of crime.

The COPS Office has completed the development of a comprehensive community policing self-assessment tool for use by law enforcement agencies. Based on this work, we have developed the following list of primary sub elements of community policing. Please refer to the COPS Office web site (https://cops.usdoj.gov) for further information regarding these sub elements.

Community Partnerships:

Collaborative partnerships between the law enforcement agency and the individuals and organizations they serve to both develop solutions to problems and increase trust in police.

Other Government Agencies

Community Members/Groups

Non-Profits/Service Providers

Private Businesses

Media

Organizational Transformation:

The alignment of organizational management, structure, personnel and information systems to support community partnerships and proactive problem-solving efforts.

Agency Management

Climate and culture

Leadership

Labor relations

Decision making

Strategic planning

Policies

Organizational evaluations

Transparency

Organizational Structure

Geographic assignment of officers

Despecialization

Resources and finances

Personnel

Recruitment, hiring and selection

Personnel supervision/evaluations

Training

Information Systems (Technology)

Communication/access to data

Quality and accuracy of data

Problem Solving:

The process of engaging in the proactive and systematic examination of identified problems to develop effective responses that are rigorously evaluated.

Scanning: Identifying and prioritizing problems

Analysis: Analyzing problems

Response: Responding to problems

Assessment: Assessing problem-solving initiatives

Using the Crime Triangle to focus on immediate conditions (Victim/Offender/Location)

CP1) To what extent is there community support in your jurisdiction for implementing the proposed award activities?

- a) High level of support
- b) Moderate support
- c) Minimal support

CP2) If awarded, to what extent will the award activities impact the other components of the criminal justice system in your jurisdiction?

- a) Potentially decreased impact
- b) No change in impact
- c) Potentially increased impact

SECTION 7: NEED FOR FEDERAL ASSISTANCE

A. Explanation of Need for Federal Assistance

All applicants are required to explain their inability to address the need for this award without federal assistance. Please do so in the space below. [Please limit your response to a maximum of 1,000 characters.]

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As the City of Oxnard moves towards FY20-21, it is facing its 6th year of budgetary reductions. Its police Department (OXPD) has less sworn officers than it did 9 years ago, the smallest overtime budget in years, yet demands for service are increasing. OXPD must be able to best allocate its resources and "staff for success." A staffing allocation study is fundamental in determining how to provide the best policing model to the community it serves. OXPD is past due for a staffing allocation study. The city currently does not have the financial capacity to commission one without grant assistance. OXPD recognizes the value and importance of a comprehensive review of its personnel and resource allocation, and for this reason argues that this project is crucial to move forward in tailoring its organizational structure to meet the community's needs by providing an efficient and contemporary community policing service model.

SECTION 8: CONTINUATION OF PROJECT AFTER FEDERAL FUNDING ENDS

If you are applying for a COPS Office award with a post-award retention plan requirement, please complete A.

Please complete these questions to indicate any plans you may have to continue this program, project, or activity after the conclusion of federal funding.

1. Does your agency plan to obtain necessary support and continue the program, project, or activity following the conclusion of federal support?

- Yes
- No

2. Please identify the source(s) of funding that your agency plans to utilize to continue the program, project, or activity following the conclusion of federal support: (check all that apply)

- General funds
- Raise bond/tax issue
- Private sources/donations
- Non-federal asset forfeiture funds (subject to approval from the state or local oversight agency)
- State, local, or other non federal award funding
- Fundraising efforts
- Other

If other, please provide a brief description of the source(s) of funding not to exceed 500 characters.

SECTION 10: PROJECT ABSTRACT

Applicants are required to provide a brief, high-level project abstract that summarizes the proposed project in 2000 characters or less. Project abstracts should explain to the reader about the projects' purpose, scope, activities, and key partners, if applicable. An abstract should be coherent, concise, and able to stand alone as a summary of the project. Project abstracts should be written for a general public audience.

The Oxnard Police Department's ("OXPD") successful community policing practices have helped lower crime and make the city a safer place over the past three decades. For the past several years, Oxnard has been faced with challenges - a growing city, budget and staff reductions, continued service expectations, and emerging issues (such as a surge in its homeless population). OXPD's leadership believes that an assessment is needed to help develop staffing allocation options that can better position the department to adapt and move forward. Oxnard is overdue for an independent and comprehensive staff allocation study, and cannot do this without financial assistance. This project's goal is to commission the production of a comprehensive staffing allocation study that evaluates OXPD's sworn and civilian staffing allocation, to serve as a guide and make recommendations that support enhancing efficiencies, service delivery, and community policing strategies.

SECTION 11: PROJECT DESCRIPTION (NARRATIVE)

F. Project Description (Narrative) Attachment:

Please include in your application an in-depth narrative response detailing your proposed project. Please refer to the COPS Office program-specific application guide: "How to Apply" for information on what should be included in your response, as well as any additional formatting requirements and page length limitations. Note: Community Policing Development (CPD) Microgrants award applicants must submit their entire project description as an attachment in section 13 of this application.

1. Project Title: STAFFING FOR SUCCESS

SECTION 12: OFFICIAL PARTNER(S) CONTACT INFORMATION

An official "partner" under the award may be a governmental, private, school district, or other applicable entity that has established a legal, contractual, or

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other agreement with the applicant for the purpose of supporting and working together for mutual benefits of the award. Please see the COPS Office application guide for more information on official partners that may be required.

First Name	Last Name	Agency Name	Action

Title:

First Name: Middle Name: Last Name: Suffix: Select One...

Name of Partner Agency (e.g.,Smithville High School):

Type of Partner Agency (e.g., School District):

Street1:

Street2:

City: State: Select One... Zip/ Postal Code:

Telephone Number: Fax: Email:

Important! Please click "**Add Partner**" below to add a partner to the list.
Reminder! If you have modified (edit, update, or delete) the list of partners in any way, please click "**Save**" to store your changes before moving to the next section.

Add Partner

SECTION 13: APPLICATION ATTACHMENTS

This section should be used to submit the required Project Description described in section 11.

Each application must have a cover page that includes the title of the application and identifies the solicitation topic/sub-topic for which the applicant is applying. The solicitation topic identified on the cover page must match the topic identified in Section 1 of the COPS Office Online Application System The page requirements are the following: no more than 10 pages and no fewer than 2 pages for the project narrative. Table of contents and cover page will not count toward the overall page limit. Executive summaries, abstracts, timelines, graphs, and charts (regardless of pagination in front matter) will count toward overall page limit. Appendices are strongly discouraged.

Up to three Resumes/Vita, the Budget Narrative (see Community Policing Development (CPD) Microgrants, COPS Office FY2020 Application Guide), Indirect Cost Rate Agreement (if applicable), Sole Source Justification (if applicable), budget justification documentation (pay scales, travel policies, etc.), and documentation justifying consultant rates over $650 per day if the consultant is hired through a noncompetitive bidding process (if applicable) should also be uploaded in this section.

Applicants should attach the Vita/resumes of up to three key project staff detailing work and educational history, and highlighting any experience that is relevant to their ability to successfully carry out the proposed project. Vita and Resumes of Key Project Personnel attachments do not count toward the page limit. All CPD applicants must attach a Budget Narrative. Your agency must create and attach a document that (1) describes each item requested or group of similar items requested; and (2) links each item or group of items to the proposed project. All items will be reviewed on a case-by-case basis and in context of the allowable and unallowable costs lists. Budget narratives do not count toward the page limit. See section 14: Budget Detail Worksheets and Budget Narrative for instructions and sample information.

If the program for which you are applying requires a memorandum of understanding (MOU), this document should define the roles and responsibilities of the individuals and partner(s) involved in your proposed project. Please refer to the program-specific application guide to determine if an MOU or other application attachments are required. The guide will also specify if optional attachments are permitted for submission.

Please use appropriately descriptive file names (e.g., Program Narrative, Budget Detail Worksheet and Budget Narrative, Memoranda of Understanding, Resumes) for all attachments.

Please do not submit executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: .com, .bat, .exe, .vbs, .cfg, .dat, .db, .dbf, .dll, .ini, .log, .ora, .sys, and .zip. The system may reject applications with files that use these extensions.

Templates: To download the Microsoft Word documents for the templates below, please click the appropriate link. These templates are voluntary tools to assist your organization in developing these documents. Instructions are provided in italics. If you choose to use these templates, please make sure to delete the instructions before submitting so that it does not count against you in the page count. After downloading the template, complete it and upload it in the attachments section below.

- Project Description (Narrative) Template: http://cops.usdoj.gov/pdf/2020AwardDocs/cpd/FY20_CPD_Microgrants_Template_Project_Narrative.docx
- Budget Narrative Template: http://cops.usdoj.gov/pdf/2020AwardDocs/cpd/FY20_CPD_Microgrants_Template_Budget_Narrative.docx
- List of Subaward(s) Template: http://cops.usdoj.gov/pdf/2020AwardDocs/cpd/FY20_CPD_Microgrants_Template_List_of_Subaward.docx

Current Attachments

Upload attachments using "Browse..." and "Upload...". File names may only contain:

- a-z
- 0-9
- period(.), underscore(_), hyphen(-)
- Characters other than these will be replaced by a hyphen(-).
- After clicking the "Upload..." button, **please wait** for the page to refresh. The uploaded file will automatically appear in the file list.

Assistant Chief of Police Benites Resume.pdf	Resume	Delete
Police Finance Manager Campbell Resume.pdf	Resume	Delete
Form COPS_Sh_ApplicationAttachment_2_5-V2.5.pdf	SF-424	Delete
Form SF424_2_1-V2.1.pdf	SF-424	Delete

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2020 COPS Microgrant Budget Narrative.pdf Budget Narrative Delete
2020 COPS Microgrant Narrative.Staffing for Success.pdf Project Description (Narrative) Delete

Choose File No file chosen After Action Reports/Assessments Upload File ...

SECTION 14: BUDGET DETAIL WORKSHEETS

Instructions for Completing the Budget Detail Worksheets

The following Budget Detail Worksheets are designed to allow all COPS Office award and cooperative agreement applicants to use the same budget forms to request funding. Allowable and unallowable costs vary widely and depend upon the type of COPS Office program. The maximum federal funds that can be requested and the federal/local share breakdown requirements also vary.

Please refer to the program-specific application guide to determine the allowable/unallowable costs, the maximum amount of federal funds that can be requested, and the federal/local share requirements for the COPS Office program for which your agency is applying (See https://cops.usdoj.gov/grants). To assist you, sample Budget Detail Worksheets are included in each application guide.

Please complete each section of the Budget Detail Worksheets applicable to the program for which you are applying (see https://cops.usdoj.gov/grants for requirements). If you are not requesting anything under a particular budget category, please check the appropriate box in that category indicating that no positions or items are requested.

Applicants must submit reasonable budgets based on the resources needed to implement their proposed projects. The budget should display a clear link between the specific project activities and the proposed budget items. It should not contain any items that are not detailed in the project narrative.

The budget narrative should thoroughly and clearly describe every category of expense listed in the budget detail worksheets contained in section 14 of the application. The COPS Office expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities).

Final calculations will be rounded to the nearest whole dollar. Once the budget for your proposal has been completed, a budget summary page will reflect the total amounts requested in each category, the total project costs, and the total federal and local shares.

In addition to the Budget Detail Worksheet, it is a requirement of the CPD program to attach a separate budget narrative under Section 13. Failure to attach the detailed budget narrative, as outlined in the application guides, will eliminate your application from consideration.

If you need assistance in completing the Budget Detail Worksheets, please call the COPS Office Response Center at 800-421-6770.

B. BASE SALARY AND FRINGE BENEFITS FOR CIVILIAN/NON-SWORN PERSONNEL

Instructions: Please complete the questions below for one non-sworn position salary and benefits package. As applicable per the program-specific application guide, you may also be required to project year 2 and year 3 salaries.

Please refer to https://cops.usdoj.gov/grants for information about allowable and unallowable fringe benefits for civilian/non-sworn personnel requested under the program to which your agency is applying. **If requesting Civilian/Non-Sworn Personnel in this section, applicants must indicate the number of positions under D. Total Salary and Benefits for Years 1 and 2 before saving or moving to the next section. If the number of positions is left at zero and does not reflect the actual number of positions, this page will revert to a blank page.**

B. CIVILIAN POSITIONS

Remove Position Copy Position

A. Base Salary Information

	Year 1 Salary	Year 2 Salary
Position Title	Type here to create 1st position	
Description		
	Enter the first year entry-level base salary for this civilian/non-sworn position.	Enter the second year entry-level base salary for this civilian/non-sworn position.
	0	0
	x 100.00 % of time on project	x 100.00 % of time on project
	0	0
	lect One... Does the base salary include Vacation costs? Please select Yes or No.	Select One... Does the base salary include Vacation costs? Please select Yes or No.
	Select One... Does the base salary include Sick Leave costs? Please select Yes or No.	Select One... Does the base salary include Sick Leave costs? Please select Yes or No.

B. Fringe Benefit costs should be calculated for each year of the award term.

FRINGE BENEFITS:	Year 1 Fringe Benefits		Year 2 Fringe Benefits	
	COST BASE	% OF SALARY	COST BASE	% OF SALARY
Social security expenses				

cannot exceed 6.2%	Exempt ✓ 6.2%	Fixed Rate	0	6.2		0	6.2	
Medicare expenses cannot exceed 1.45%	Exempt ✓ 1.45%	Fixed Rate	0	1.45		0	1.45	
Health insurance			0	0		0	0	
Life Insurance			0	0		0	0	
Vacation	Number of Hours Annually: 0		0	0		0	0	
Sick Leave	Number of Hours Annually: 0		0	0		0	0	
Retirement			0	0		0	0	
Worker's Compensation	Exempt		0	0		0	0	
Unemployment Insurance	Exempt		0	0		0	0	
Other	Select One		0	0		0	0	
Other	Select One		0	0		0	0	
Other	Select One		0	0		0	0	
Benefits Sub-Total Per Year (1 Position)			0.0000			0.0000		
C. Total Salary + Benefits Per Year (1 Position)			0.0000			0.0000		
D. Total Salary and Benefits for Years 1 and 2 (1 Position):			0.0000		X 0	# of Positions		0.0000

C. EQUIPMENT/TECHNOLOGY

✓ **No Equipment/Technology Requested**

Instructions: List non expendable items that are to be purchased. **Provide a specific description for each item in the description boxes below and explain how the item supports the project goals and objectives as outlined in your application.** Non expendable equipment is tangible property (e.g., information technology systems) having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. Expendable items should be included either in the **"SUPPLIES"** or **"OTHER"** categories. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially for high-price items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the **"CONTRACTS / CONSULTANTS"** category.

Please be advised that, to the greatest extent practical, all equipment and products purchased with these funds must be American-made.

For agencies purchasing items related to enhanced communications systems, the COPS Office expects and encourages that, wherever feasible, such voice or data communications equipment should be incorporated into an intra- or inter- jurisdictional strategy for communications interoperability among federal, state, and local law enforcement agencies.

See https://cops.usdoj.gov/grants for a list of allowable/unallowable costs for this program. Please limit your descriptions to 1000 characters.

D. SUPPLIES

✓ **No Supplies Requested**

Instructions: List items by type (office supplies; postage; training materials; copying paper; books; hand-held tape recorders; computing devices costing less than $5,000; etc). **Provide a specific description for each item in the description boxes below and explain how it supports the project goals and objectives outlined in your application.** Generally, supplies include any materials that are expendable or consumed during the course of the project, costing less than $5,000.

See https://cops.usdoj.gov/grants for a list of allowable/unallowable costs for this program. Please limit your descriptions to 1000 characters.

E. TRAVEL/TRAINING/CONFERENCES

✓ **No Travel/Training/Conferences Requested**

Instructions: Travel costs are the expenses for transportation, lodging, subsistence, temporary dependent care, and related items incurred by employees who are in travel status on official business of the nonfederal entity. Official travel can include attendance at an award-related meeting or conferences when travel is further than 50 miles from the program location. The only individuals traveling that should be included in this section are ones listed in "Section 14.B. Base Salary and Fringe Benefits for Civilian/Non-Sworn Personnel." All other individuals traveling for this project including participant and consultant travel should be listed under "Section 14.F. Contracts/Consultants." Applicants without a written travel policy must follow the established federal rates found at (https://www.gsa.gov) for lodging, meals, and per diem. For all applicants (with or without a written travel policy), airfare travel costs must be one of the following: the lowest discount commercial airfare, standard coach airfare, or the Federal Government contract airfare (if authorized and available). Instructions: Itemize award-related travel expenses of recipient personnel (excluding consultants, whose expenses are listed in section F) by event (e.g., mandatory training, staff to training, field interviews, advisory group meetings). Identify the location of travel whenever possible, and show the number of staff expected to attend each event. Registration/training fees, transportation (including airfare, rental cars, parking, and/or baggage fees), lodging and per diem rates for individuals should be listed as separate travel items. Recipient travel costs specific to the award project may be based on the applicant's written travel policy, assuming the costs are reasonable.

See https://cops.usdoj.gov/grants for a list of allowable/unallowable costs for this program. Provide a specific description in the description boxes below for each item and explain how the item supports the project goals and objectives as outlined in your application. Please limit your descriptions to 1000 characters.

F. CONTRACTS/CONSULTANTS

No Contract Costs Requested

Instructions: See https://cops.usdoj.gov/grants for a list of allowable/unallowable costs for the particular program to which you are applying. Provide a specific description in the description boxes below for each item and explain how the item supports project goals and objectives as outlined in your application. Please limit your descriptions to 1000 characters.

Contracts: Provide a cost estimate for the product or service to be procured by contract. Applicants are encouraged to promote free and open competition in awarding contracts. If awarded, requests for sole source procurements of equipment, technology, or services in excess of $250,000 must be submitted to the COPS Office for prior approval. (See https://cops.usdoj.gov/grants for more information on the required submission.)

F1. Contract Costs

Name	Cost	Qty	Sub Total	Description
TBD (Staffing allocation study)	Base cost: 100000.0000	1	100000.0000	The agency does not have a contract in placed. It is contingent upon funding/awarding of the grant. The agency will prepare an RFP (Request for Proposal) to find qualified vendors. Once a vendor is chosen, there will be a vendor boarding phase, information gathering phase, draft development and review phase, and finally, the study completion phase.

Total : 100000.0000

Add Item

No Consultant Fees Requested

Instructions: See https://cops.usdoj.gov/grants for a list of allowable/unallowable costs for the particular program to which you are applying. Provide a specific description in the description boxes below for each item and explain how the item supports the project goals and objectives as outlined in your application. Please limit your descriptions to 1000 characters.

Consultant Fees: For each consultant enter the name (if known), service to be provided, hourly or daily fee (based upon an 8-hour day), and estimated length of time on the project. Unless otherwise approved by the COPS Office, approved consultant rates will be based on the salary a consultant receives from his or her primary employer. Consultant fees in excess of $650 per day require additional written justification and must be pre-approved in writing by the COPS Office if the consultant is hired via a noncompetitive bidding process.

No Consultant Travel Requested

Instructions: See https://cops.usdoj.gov/grants for a list of allowable/unallowable costs for the particular program to which you are applying. Provide a specific description in the description boxes below for each item and explain how the item supports the project goals and objectives as outlined in your application. Please limit your descriptions to 1000 characters.

Consultant Travel: List all travel-related expenses to be paid from the award to the individual consultants (e.g., transportation, meals, lodging) separate from their consultant fees.

No Consultant Expenses Requested

Instructions: See https://cops.usdoj.gov/grants for a list of allowable/unallowable costs for the particular program to which you are applying. Provide a specific description in the description boxes below for each item and explain how the item supports the project goals and objectives as outlined in your application. Please limit your descriptions to 1000 characters.

Consultant Expenses: List all other expenses to be paid from the award to the individual consultants separate from their consultant fees and travel expenses (e.g., computer equipment and office supplies).

G. OTHER COSTS

No Other Costs Requested

Instructions: List other requested items that will support the project goals and objectives as outlined in your application. **Provide a specific description for each item in the description boxes below and explain how the item supports the project goals and objectives as outlined in your application.**

Please be advised that, to the greatest extent practical, all equipment and products purchased with these funds must be American-made.

See https://cops.usdoj.gov/grants for a list of allowable/unallowable costs for this program. Please limit your descriptions to 1000 characters.

H. INDIRECT COSTS

No Indirect Costs Requested

Instructions: In the description box, please provide the following information: Type of rate (provisional, final, predetermined, fixed, etc.), the indirect cost rate base, the rate percentage for each location, the effective period, and the cognizant agency name. Indirect costs are allowed under a very limited number of specialized COPS Office programs. Please see https://cops.usdoj.gov/grants for a list of allowable/unallowable costs for the particular program to which you are applying.

If your organization is requesting indirect costs for this project, please include a copy of your current, signed federally approved Indirect Cost Rate Negotiated Agreement as an attachment in Section 13. If the applicant does not have an approved rate, a rate can be requested by contacting the applicant's cognizant federal agency, which will review all documentation and approve a rate for the applicant organization. Please limit your description to 1000 characters.

S. BUDGET SUMMARY

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Instructions: Please review the category totals and the total project costs below. If the category totals and project amounts shown are correct, please continue with the submission of your application. Should you need to make revisions to a budget category, please return to the Budget Detail Worksheet.

Section

Budget Category	Category Total	
A. Sworn Officers	$0.0000	
B. Civilian and Non-Sworn Personnel	$0.0000	
C. Equipment and Technology	$0.0000	
D. Supplies	$0.0000	
E. Travel, Training, and Conferences	$0.0000	
F. Contracts and Consultants	$100000.0000	
G. Other Costs	$0.0000	
H. Indirect Costs	$0.0000	
Total Project Amount:	$100000.0000	
Total Federal Share Amount: (Total Project Amount X Federal Share Percentage Allowable)	$100000	100.0000%
Total Local Share Amount (If applicable): (Total Project Amount - Total Federal Share Amount)	$0	0.0000%

Contact Information for Budget Questions

For any questions related to your budget submission, the COPS Office has auto-populated your organizations financial official. **If you prefer the COPS Office reach out to someone else regarding budget questions, please make the changes to your financial official via the Agency Portal.**

First Name:

Alexander

Last Name:

Nguyen

Title:

City Manager

Telephone Number:

8053857430

Fax:

8053857595

Email Address:

alexander.nguyen@oxnard.org

SECTION 15A: U.S. DEPARTMENT OF JUSTICE CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;

b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and

c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control

and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and;

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self- Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(10) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Scott Whitney

Scott Whitney

Date:

03/03/2020

Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) Alexander Nguyen

Alexander Nguyen

Date:

03/03/2020

SECTION 15B: U. S. DEPARTMENT OF JUSTICE CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

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

(b) If the Applicant's request for Federal funds is in excess of $100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov ; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended;
or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

ITEM #L-7

Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Scott Whitney

Scott Whitney

Date:

03/03/2020

Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) Alexander Nguyen

Alexander Nguyen

Date:

03/03/2020

Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application in Section 13.

SECTION 16A: DISCLOSURE OF LOBBYING ACTIVITIES

This section duplicates OMB's Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. § 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District number, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under awards.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, U.S. Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; award announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFPD E-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting registrant identified in item 4 to influence the covered Federal action.

(b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is OMB No. 4040-0013 Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-0013), Washington, DC 20503.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. § 1352.

Not Applicable

1. Type of Federal Action:

a. contract

b. grant

c. cooperative agreement

d. loan

e. loan guarantee

f. loan insurance

2. Status of Federal Action:

a. bid/offer/application

b. initial award

c. post-award

3. Report Type:

a. initial filing

b. material change

For Material Change Only: ***If you select "b. material change" above, the following three fields are required.***

4. Name and Address of Reporting Entity:

City of Oxnard, Oxnard Police Department
251 South C Street
Oxnard, CA 93030

Congressional District, if known:

26

a. Prime

b. Subawardee

6. Federal Department/Agency:

U.S. Department of

7. Federal Program Name/Description:

COPS-CPD MICRO

CFDA Number, if applicable:

16.710

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobbying Registrant *(if individual):*

Mike Arnold & Associates
1127 Eleventh Street, Suite 820
Sacramento, CA 95815

10 b. Individuals Performing Services (including address if different from No.10a):

O'Donnell, John - Murray, Montgomery & O'Donnell
101 Constitution Avenue, NW 9th Floor
Washington, DC 20001

11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature (For your electronic signature, please type in your name):

Scott Whitney

Title:

Chief of Police

Telephone Number:

8053857624

DATE:

03/03/2020

Federal Use Only:

Authorized for Local Reproduction, Standard Form - LLL

SECTION 16 C: CERTIFICATION OF 287(G) PARTNERSHIP AND CERTIFICATION OF ILLEGAL IMMIGRATION COOPERATION

State and local law enforcement agency applicants have the opportunity to receive additional points based on their cooperation with federal immigration officials to address illegal immigration.

A. State or local law enforcement agency applicants may receive additional points if the agency has a 287(g) partnership, defined for this purpose as a partnership with the U.S. Department of Homeland Security ("DHS") under 8 U.S.C. § 1357(g)(1) whereby officers of the applicant entity are delegated limited immigration officer authority to identify and process for removal aliens in the custody of the entity named below under the direction and supervision of DHS,

documented with the official 287(g) Memorandum of Agreement with the Department of Homeland Security Immigration and Customs Enforcement. To receive these additional points, please complete the following:

By checking this box I certify that this law enforcement agency applicant has a 287(g) Partnership documented with the official 287(g) Memorandum of Agreement with the Department of Homeland Security Immigration and Customs Enforcement as of the date that this application is submitted.

B. State and local law enforcement agency applicants may be eligible to receive additional points by certifying willingness to cooperate with federal immigration officials within their detention or correctional facilities. To be eligible to receive these additional points, your agency must operate a detention or correctional facility, defined for this purpose as a prison or jail in which individuals are fingerprinted and detained for periods of 24 hours or longer. To determine whether your agency is eligible to receive these additional points, please complete the following:

Yes, my agency operates its own detention or correctional facility (a prison or jail in which individuals are fingerprinted and detained for periods of 24 hours or longer).

✓ No, my agency does not operate a detention or correctional facility (a prison or jail in which individuals are fingerprinted and detained for periods of 24 hours or longer).

SECTION 17: REVIEWS AND CERTIFICATIONS

1) Federal Civil Rights and Award Reviews:

Please be advised that an application may not be funded and, if awarded, a hold may be placed on the award if it is deemed that the applicant is not in compliance with federal civil rights laws, and/or is not cooperating with an ongoing federal civil rights investigation, and/or is not cooperating with a U.S. Department of Justice award review or audit.

2) Certification of Review of 28 C.F.R. Part 23/Criminal Intelligence Systems:

Please review the COPS Office application guide: Legal Requirements Section for additional information.

Please check one of the following, as applicable to your agency's intended use of this award:

No, my agency will not use these COPS Office funds (if awarded) to operate an interjurisdictional criminal intelligence system.

Yes, my agency will use these COPS Office funds (if awarded) to operate an interjurisdictional criminal intelligence system. By signing below, we assure that our agency will comply with the requirements of 28 C.F.R. Part 23.

3) Certification of Review and Representation of Compliance with Requirements:

The signatures of the Law Enforcement Executive/Agency Executive, Government Executive/Financial Official, and the Person Submitting this Application on the Reviews and Certifications represent to the COPS Office that:

a) the signatories have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the applicant entity;

b) the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Office application guide, the COPS Office award owner's manual, Assurances, Certifications and all other applicable program regulations, laws, orders, and circulars;

c) the applicant understands that false statements or claims made in connection with COPS Office programs may result in fines, imprisonment, debarment from participating in federal awards, cooperative agreements, or contracts, or any other remedy available by law to the Federal Government;

d) the information provided in this application, including any amendments, shall be treated as material representations of fact upon which reliance will be placed when the U.S. Department of Justice determines to fund the covered award;

e) the applicant understands that as a general rule COPS Office funding may not be used for the same item or service funded through another funding source; and

f) the applicant and any required or identified official partner(s) listed in section 12 are partners in this award project and mutually agreed to this partnership prior to this application.

The signatures of the Law Enforcement Executive/Agency Executive and the Government Executive/Financial Official on this application must be the same as those identified in Section 4 of this application. Applications with missing, incomplete, or inaccurate signatories or responses may not be considered for funding.

Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Scott Whitney

Scott Whitney

Date:

03/03/2020

Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) Alexander Nguyen

Alexander Nguyen

Date:

03/03/2020

Signature of Person Submitting This Application (For your electronic signature, please type in your name)

Delia Campbell

Date:

03/03/2020

✓ By clicking this box, the applicant understands that the use of typed names in this application and the required forms, including the Assurances, Certifications, and Disclosure of Lobbying Activities form, constitute electronic signatures and that the electronic signatures are the legal equivalent of handwritten signatures.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.8

DATE: March 17, 2020

TO: City Council

FROM: Scott Whitney, Police Chief, (805) 385-7624, scott.whitney@oxnardpd.org

SUBJECT: Third Amendment to Axon International Contract.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a third amendment to contract A-7858 with Axon International, Inc. for $276,602.78, to add to the scope of services. (Public Safety Committee approved 3-0)

BACKGROUND

In March 2016, City Council approved the original agreement with Axon International, in the amount of $375,608.65. The agreement was for the purchase of 50 body worn cameras (BWC's), with an Officer Safety Package. The Officer Safety Package included BWCs and Taser ECDs. Body Worn Cameras have been shown to have a positive impact on the public's perception and confidence in the police. Overall, BWCs improve police-community interactions, as well as promote transparency in operational procedures.

In September 2016, City Council approved the first amendment to the agreement, in the amount of $729,808.27, for the purchase of 100 additional BWCs including the Officer Safety Package.

In March 2018, City Council approved the second amendment to the Agreement, in the amount of $268,973.55, for the purchase of 50 additional BWCs. This purchase did not include an Officer Safety Package, thus Taser ECDs were not included. The Police Department currently has an inventory of 200 BWCs that are assigned to sworn personnel. In September 2018, the Department purchased 50 additional Taser ECDs. This third amendment to the Agreement also ratifies the purchase of the 50 Taser ECDs from September 2018.

In addition, the third amendment will include the following changes to the existing contract: 1) add 66 licensed users to Evidence.com, 2) add Redaction Assistant software, 3) add 80 units of Signal Vehicle to be installed in police cruisers, 4) add a video recording system for six interview rooms at police headquarters, and 5) ratify the purchase of 50 Taser electronic control devices (ECD).

Axon's Evidence.com is a cloud-based system that consolidates digital files, making them easy to manage, access and share while maintaining security and chain of custody. Currently, the Police Department pays for 200 Evidence.com licenses. However, there are 266 Evidence.com users within the Department. Thus the Department needs to add 66 licenses.

Prior to releasing BWC video, it is necessary to redact the videos to ensure that privacy and confidentiality matters are respected where appropriate. Axon's Redaction Assistant software uses artificial intelligence to automatically identify and track faces, screens, and license plates in a video. Redaction Assistant reduces the amount of time required to redact a BWC video by approximately 90%, compared to conventional methods of manually redacting a BWC video. The

agency-wide license fee for Redaction Assistant, for an agency with 151-350 sworn personnel, is $24,000 (discounted) for Year 1 and $28,800 for Year 2.

Axon Signal Vehicle is a technology that automatically turns on an officer's BWC upon the activation of a police cruiser's emergency lights and siren. This allows officers engaged in emergency driving to focus on the critical situations in front of them without having to be concerned about manually activating their BWC.

Currently, there are six (6) interview rooms in the police station. The current recording system in these interview rooms is outdated, in disrepair, and needs to be replaced with an updated system. A system that is more efficient in storing recordings is a cloud-based evidence system, which includes yearly maintenance and software updates.

An Axon interview room recording system would interface with the existing software that runs the body worn cameras. All recordings would be stored in Evidence.com which is the Department's current digital evidence system that contains all of the Department's body worn camera recordings. Selecting Axon for an interview room recording system offers standardization with the housing and control of digital evidence for the Department.

The overall cost of a new Axon interview room recording system is $99,963.68. The initial first year purchase would be $68,191.68 (cameras, server licenses, touch panel, and 5 year warranty); year 2-5 costs would be $7,943, which includes maintenance and software updates.

The third amendment to the Agreement, in the amount of $276,602.78, will bring the total Agreement amount to $1,650,993.25 through October 28, 2024.

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.

Objective 1a. Create a renewed focus on police/community relations with underserved communities and youth population.

FINANCIAL IMPACT

On December 3, 2019, the City Council unanimously approved using $318,079 of grant funding from the FY2019-20 State Supplemental Law Enforcement Services Fund (SLESF) Grant (Project No. 662157 / Account No. 195-2030-802-8209). There is sufficient funding from the SLESF Grant to fund the $276,603 additional cost of this third amendment.

COMMITTEE OUTCOME

The Public Safety Committee voted 3-0 on January 28, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Robin Whitney, Police Commander

ATTACHMENTS

1. A-7858 Axon Amendment #3

Agreement No. A-7858

THIRD AMENDMENT TO AGREEMENT FOR BODY-WORN CAMERA SYSTEM

This Third Amendment ("Third Amendment") to the Agreement for Body-Worn Camera System ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Axon Enterprise, Inc., ("Axon"). This Third Amendment amends the Agreement entered into on March 22, 2016, by City and Axon. The Agreement previously has been amended on September 13, 2016, by a First Amendment, and on March 20, 2018, by a Second Amendment.

City and Axon agree as follows:

1. The Term in Section 1 of the Agreement is hereby amended to "October 28, 2024."

2. In the second paragraph on page 2 of the Agreement, add additional quotes "Q-225053-43776.985CN, Q-178649-43789.190CN and Q-164381-43325.706BS" which shall be added after the previously stated quote.

3. Add Quote# of Q-225053-43776.985CN which increases the Agreement, an additional amount by $106,601.60; and,

4. Add Quote# of Q-178649-43789.190CN which increases the Agreement, an additional amount by $99,963.68; and,

5. Ratify Quote# of Q-164381-43325.706BS which increases the Agreement, an additional amount by $70,037.50 for a total of $ 1,650,993.25 shall be added to the end of the Agreement and incorporated therein by reference.

6. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

Agreement No. A-7858

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

Tim Flynn, Mayor[1] Date

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

AXON ENTERPRISE, INC.

Robert Driscoll, VP Associate GC/Assistant Secretary Date 11/26/19

Matt Morstad VP, Sales Operations Date 11/26/19

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.9

DATE: March 17, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Award Professional Services Agreement A-8859 with Water Systems Consulting, Inc. for Water Regulatory Compliance and Technical Assistance Services.

RECOMMENDATION

That the City Council approve and authorize the City Manager to execute Professional Services Agreement A-8859 with Water Systems Consulting, Inc. (WSC) for a four-year term, in an amount not to exceed $175,000, for water regulatory compliance and technical assistance services. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

The City of Oxnard, as one of over 400 urban water suppliers across the State, is increasingly challenged to meet, plan for and anticipate known and future permitting, reporting, and technical needs. In May 2018, the California State Legislature enacted Senate Bill 606 and Assembly Bill 1668. Collectively titled, *Making Water Conservation a California Way of Life*, the laws create a new framework of long-term conservation improvements to prepare California for climate change and longer, more intense droughts. Additionally, with the goal of improving the state's water future for generations, the bills amend existing law to provide increased reporting requirements and management actions for water suppliers, including Oxnard, and grant new enforcement authority for the State Water Board, including fines for non-compliance (up to $1,000 per day during non-drought years and $10,000 per day during drought emergencies).

DISCUSSION

In order to meet and adapt to the evolving water regulations, the Water Division anticipates requiring technical assistance and professional expertise over the next four years. Specifically, the State's new water conservation laws increase and expand requirements for the following major tasks:

1. Water Shortage Contingency Plan (WSCP) – Response framework and action plan for emergency and other shortage conditions, including drought (due July 1, 2021).

2. 2020 Urban Water Management Plan (UWMP) - Analysis of water supply reliability, strategies for meeting future water needs and drought risk assessment (due July 1, 2021).

3. Water Shortage Assessment Annual Report – Anticipate shortage, triggered shortage response actions, compliance and enforcement actions and communication actions consistent with the Water Shortage Contingency Plan (first due June 1, 2022).

4. Water Use Objective Annual Report (WUOR) – Report on progress to meet system-wide Water Use Objective or Water Use Target (first due November 1, 2023). In 2022, each urban water supplier, including Oxnard, will set its Water

Use Objective based on efficient indoor residential water use, efficient outdoor residential water use, efficient commercial, industrial and institutional (CII) irrigation with dedicated meters, system water loss and other unique local uses.

5. Urban Water Management Plan Supplement – Update to include action plan for water supplier to meet Water Use Objective by 2027 (due January 1, 2024).

As outlined in the agreement, Water Systems Consulting, Inc. (WSC) shall provide technical assistance to prepare the necessary reports and plans for the City. In addition, since the State Water Board and the State Department of Water Resources are currently in the process of finalizing many of the details associated with the requirements, WSC will assist in completing related regulatory and environmental tasks during the term of the agreement.

On September 24, 2019, the City's Purchasing Division, on behalf of the Water Division, released a request for proposals (RFP) for water regulatory compliance and technical assistance services to support fulfillment of water regulations. The RFP closed on October 22, 2019 with a total of four submissions. Following an evaluation, consisting of the Water Resources Manager, Water Conservation Outreach Coordinator and Management Analyst, WSC was selected as the most qualified consultant. In order to meet all known state-required deadlines, the agreement period is four years from the initial execution date.

STRATEGIC PRIORITIES

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 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objective 5a. Develop and implement a sustainability plan.

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

There is sufficient funding available in Fiscal Year 2019-20 within the Water Operating Fund (601-6010-842.82-09) to cover the anticipated expenditures of $18,960. In subsequent fiscal years, funds will be requested in respective budgets from the Water Operating Fund (601).

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on February 11, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. 8859-19-PW Water Systems Professional Services Agreement (CA_VEN Sigs)
2. 20-23 PW RFP Water Regulatory & Compliance

Agreement No. 8859-19-PW

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: March 18, 2020

(2) Consultant: Water Systems Consulting, Inc.

(3) Services: Water Regulatory Compliance and Technical Assistance Services

(4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein

(5) Agreement Ending Date: February 28, 2024

(6) Total Agreement Amount: $175,000

(7) City's Project Manager: Nancy Broschart, Water Resources Manager

(8) Consultant's Project Manager: Spencer Waterman, Project Manager

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:	*FOR CITY:*
805 Aerovista Place, Suite 201	214 South C St.
San Luis Obispo CA 93401	Oxnard, CA 93030
Attn: Spencer Waterman, Project Manager	Attn: Nancy Broschart, Water Resources Manager

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
swaterman@wsc-inc.com	nancy.broschart@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☒ Scope of Services Exhibit

☒ Rates and Costs Exhibit

☒ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Correction of Errors. Consultant shall 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.

3. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of cardinal importance in this Agreement.

4. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

5. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

6. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the

current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

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

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before

the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

15. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. 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 any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. 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 any of the Indemnitees.

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

16. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or

dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement. Notwithstanding any other provision of this Agreement, City's rights in all Documents and Materials under Section 19(a) and (b) and any other provision of this Agreement and Consultant's obligations with respect to such Documents and Materials are conditioned on Consultant's receipt of all undisputed amounts due to it under this Agreement.

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 incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 18 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any confidential information disclosed under this Agreement.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

19. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

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

21. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the Standard of Care, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

22. Compliance with Laws. In performing the Services under this Agreement, Consultant shall exercise the Standard of Care to comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate except those certificates, licenses and permits customarily obtained by a project owner. Consultant will not start performance of the scope of work until a City business tax certificate is obtained.

23. 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. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

24. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

25. Non-Assignability. 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. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

27. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

28. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

29. Force Majeure. 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 are not be limited to acts of God, riots, and acts of war, epidemics, fire, earthquakes, or other disasters.

30. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

31. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

32. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

33. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

34. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

35. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

36. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

37. 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 to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page 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.

38. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

39. Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and its officers, directors, partners, employees, agents, and subconsultants, to City, and anyone claiming through or under City, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Consultant or $300,000, whichever is greater.

Agreement No. 8859-19-PW

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

Alexander Nguyen, City Manager — Date

ATTEST:

NA

Michelle Ascencion, City Clerk (only if Mayor signs) — Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) — Date 1-7-2020

WATER SYSTEMS CONSULTING, INC.

Jeffrey Szyter, President — Date 1/6/2020

Joshua Reynolds, Vice President — Date 1/3/2020

SCOPE OF SERVICES EXHIBIT

Task 1 – Scope of Services

1.0 Consultant shall provide technical and environmental expertise to include a plan for anticipated known and future permitting, reporting and technical needs; such as plan for permanent water conservation laws implementation and guidance; regulatory permitting and compliance; and technical planning for water and recycled system expansion/emergency/improvements.

The following tasks are typical of the services to be performed. The City reserves the right to modify or substitute tasks as necessary.

1.1 Water Conservation Laws

In 2018, the California State Legislature enacted two policy bills, Senate Bill 606 and Assembly Bill 1668, to establish a new foundation for long-term improvements in water conservation and drought planning to adapt to climate change and the resulting longer and more intense droughts. These two laws amend existing law to provide expanded and new authorities and requirements to enable permanent changes and actions for those purposes, improving the state's water future for generations to come.

1.2 The new water efficiency laws have many increased requirements for urban water retailers:

a) Water Shortage Contingency Plan (WSCP)

b) 2020 Urban Water Management Plan (UWMP) - due July 1, 2021

c) Water Shortage Assessment Annual Report – first due June 1, 2022

d) Water Use Objective Annual Report (WUOR) – first due November 1, 2023

e) Urban Water Management Plan Supplement - due January 1, 2024

1.3 Consultant shall prepare the necessary reports and plans for the City that fulfill the State reporting requirements. It is recognized that the State Department of Water Resources (DWR) is in the process of finalizing many of the details associated with the new requirements. Therefore, other tasks may be authorized during the performance of the Agreement, on an as-needed basis, in accordance with this Scope.

1.4 The services to be provided by the Consultant in the preparation of the plans and reports include, but are not limited to, the following items Task 1 through Task 14.

Task 2 – Project Administration and Management

2.0 Consultant shall manage the project and costs. Consultant shall assign a project manager for the project who will act as the City's primary contact and will be entirely responsible for the Consultant's work (including sub-consultant work). The following project management activities will be required:

2.1 **Project Kickoff Meeting** – Conduct meeting to discuss the City's expectations for the project, review provided information, request additional information, review timelines, and establish communication protocols for the project.

2.2 **Monthly Progress Reports** – Consultant shall provide monthly progress reports to the City's project manager containing the following information:

a) Work completed in the latest reporting period.

b) Work anticipated to be completed in the next reporting period.

c) Problems/obstacles identified during the reporting period.

d) Outstanding issues.

2.3 **Coordination Meetings** – Consultant shall conduct coordination meetings with City staff as needed. Consultant shall provide an agenda and prepare minutes for all meetings. In addition, Consultant shall update the project schedule prior to the coordination meeting and present updates at the meeting.

Task 3 – Data Collection and Background Information Review

3.0 Consultant shall review background information regarding the City's service area, water supply, water demand, and water policies. The objective of this task is to gather available data necessary to satisfy the known requirements. Consultant shall provide a list of the required data necessary to complete the reports and plans. Information to be collected and reviewed includes, but is not limited to, the following:

a) 2010 and 2015 Urban Water Management Plan (UWMP)

b) Current and proposed land uses

c) Population estimates and projections

d) Historical, current, and projected water consumption by user class (residential, commercial, industrial, institutional, parks, others) including recycled water demand

e) Historical and current water billing data to determine appropriate water demand factors

f) Water resources, including reliability

g) Water quality issues, including known contaminants

h) Current water rate structure

i) Conservation accomplishments

j) Conservation Ordinances currently or previously adopted by the City

k) Planned modifications to the City water system and available supply.

l) 2015 Integrated Public Works Master Plan

m) Water Resources Management Plan

Task 4 – Prepare Water Shortage Contingency Plan

4.0 Consultant shall prepare the City's Water Shortage Contingency Plan (WSCP) integrating components from the 2015 UWMP and the new State requirements to produce a separate plan document. Development of the WSCP will provide a response framework and action plan for emergency and other shortage conditions, including drought. The WSCP also provides the basis for the Water Shortage Assessment Report, due annually beginning on June 1, 2022.

4.1 The WSCP is generally expected to contain the following information:

a) Annual Water Budget Forecast Procedures – Define the process, data inputs, and water year schedule used to develop the Annual Water Budget.

b) Annual Water Budget Assessment Methodology – Define the methodology necessary to conduct an Annual Water Budget Forecast assessing shortage risks.

c) Annual Water Budget Evaluation Criteria – Define a set of evaluation criteria that will be used to conduct the Water Budget Forecast.

d) Shortage Levels – Include six standard shortage levels, representing the actual shortage, or predicted shortage determined by the Annual Water Budget Forecast.

e) Shortage Response Actions (SRA) – Define locally appropriate short-term water efficiency and/or demand reduction actions, supply augmentation, and/or operational changes necessary to respond to actual or predicted shortage conditions.

f) Communication Plan – Describe planned communication strategies and actions intended to quickly inform customers, the public, and regional and State interests, about current shortages or predicted shortages.

g) Customer Compliance, Enforcement, and Appeal/Exemption Procedures – Describe methods and procedures in place to gain customer compliance, enable enforcement to gain compliance, and enable customer appeal process for unique circumstances.

h) Implementation Authorities – Demonstrate specific ordinances, resolutions, or other authorities are in place to quickly implement SRAs.

i) Financial Plan for Drought Conditions – Describe the management of revenue and expense variances when SRAs are triggered, including but not limited to, customer rate adjustments, or use of financial reserves.

j) Monitoring and Reporting Requirements and Procedures – Outline internal and external monitoring and reporting procedures to assure appropriate data are being collected, tracked, and analyzed for purposes of monitoring customer compliance, and to meet DWR reporting requirements.

k) Re-evaluation and Improvement Process – Identify procedures for monitoring and evaluating the functionality of the WSCP.

l) An update to the WSCP is required as part of the submittal of the 2020 UWMP. Therefore, this task is intended to be completed prior to and in anticipation of the 2020 UWMP requirements.

Task 5 – Prepare 2020 Urban Water Management Plan

5.0 Consultant shall prepare the City's 2020 Urban Water Management Plan (UWMP) to meet all the State requirements. The UWMP is due by July 1, 2021. The State is expected to issue guidelines by spring 2020. The following subject areas have traditionally been included in the UWMP but may be greatly altered by the expanded requirements:

a) Water Conservation - Summarize the water conservation, or demand management, goals, programs implemented to date, and overall progress and effectiveness of the current conservation program in relation to the new water conservation laws.

b) Water Recycling – Update the plan to reflect the current and projected status of the City's Recycled Water Program based on the Water Resources Management Plan. Describe the projected availability of recycled water and its potential for use as a water source within the City, including indirect and direct potable reuse.

c) Groundwater – Update UWMP to account for changes to the City's groundwater supply, including long-term groundwater allocation reductions by the Fox Canyon Groundwater Management Agency (FCGMA), due to the Sustainable Groundwater Management Act requirements.

d) Integrated Resources Planning – Plan should include a discussion of Oxnard's roles and responsibilities relating to local integrated regional water management planning efforts.

e) Alternative Water Supplies – Describe opportunities for development of new water supply sources including stormwater.

f) Water Service Reliability – Provide an analysis of the reliability of the City's water service to its customers.

g) Climate Change Impacts and Drought Risk Assessment – Provide an analysis of potential climate change impacts and drought risks, evaluating plausible worst-case conditions for a period of at least five years. Define a set of evaluation criteria that is locally applicable and includes historical drought hydrology, plausible climate change effects for existing supplies and demands, plausible regulatory changes, and demand projections.

h) Water Shortage Contingency Plan – The State requirements call for an update to the Water Shortage Contingency Plan to be included. Since a new Water Shortage Contingency Plan is expected to be completed prior to the 2020 UWMP, further updates are not anticipated but could be necessary

i) Water System Loss – Incorporate information to document whether the City met its distribution loss standards.

j) New Provisions – Provide necessary studies, research, and contents required by the expanded requirements for the 2020 UWMP.

k) Coordination – The 2020 UWMP has new coordination expectations with local stakeholders and agencies which include, but are not limited to:

i. Calleguas Municipal Water District
ii. Metropolitan Water District of Southern California
iii. United Water Conservation District
iv. Pleasant Valley Water District
v. Fox Canyon Groundwater Management Agency
vi. Port Hueneme Water Agency
vii. Local water mutual companies

Task 6 – Prepare Draft/Final Report Plan

6.0 Consultant shall document the 2020 UWMP for the City. The following steps are those traditionally conducted in the review and approval process but may be altered by the new State requirements:

a) Administrative Draft – Consultant shall provide ten (10) copies of the Draft 2020 UWMP to the City including all tables, figures, and appendices for internal staff review.

b) Public Draft – Consultant shall incorporate staff comments/edits into a second draft for public review. Consultant shall work with City staff to present the Public Draft to the City's Public Works & Transportation Committee. The Public Draft shall also be distributed to the following agencies and organizations for review and comment: City of Ventura, City of Camarillo, City of Port Hueneme, nearby special districts, United Water Conservation District, Calleguas Municipal Water District, Fox Canyon Groundwater Management Agency, Chamber of Commerce Water Issues Subcommittee, Watersheds Coalition of Ventura County, interested community groups, and others as directed by the City.

c) Final Draft – Consultant shall incorporate comments from the public review process into a third draft and provide fifteen (15) copies for City Council Review, including public comment at a public hearing.

Consultant shall also prepare a presentation for the public hearing to present the Draft 2020 UWMP to City Council.

d) Consultant shall incorporate any comments/edits received at the City Council meeting before providing a dated copy, stamped DRAFT, to the DWR for review and comments. Consultant shall consult with the DWR on their comments/questions and edit the 2020 UWMP as necessary to incorporate their responses. Upon incorporation of any edits required by the DWR, the 2020 UWMP shall be submitted to City Council for final adoption.

Task 7 – Prepare Water Shortage Assessment Annual Report

7.0 Consultant shall prepare the City's first Water Shortage Assessment Annual Report, expected to be submitted to DWR by June 1, 2022. Consultant shall conduct a water supply and demand assessment, based on the Water Shortage Contingency Plan, to create the required report. It is expected that the State will issue explicit report standards and instructions. Consultant shall ensure that the City's report fulfills all requirements. Once the report is created, City staff will complete and submit the report each year thereafter.

Task 8 – Prepare Water Use Objective Annual Report

8.0 Consultant shall prepare the City's first Water Use Objective Annual Report, expected to be submitted to DWR by November 1, 2023. The first report will set the water system demand target based on the calculations and methodologies required by the State for each customer class and water usage categories. It is expected that the State will issue explicit report standards and instructions. Consultant shall ensure that the City's report fulfills all requirements. Once the report is created, City staff will complete and submit the report each year thereafter.

Task 9 - Prepare Urban Water Management Plan Supplement

9.0 Consultant shall prepare the required supplement to the 2020 UWMP, expected to be submitted to DWR by January 1, 2024. The supplement will address the City's plan to implement demand measures to achieve the water use objective, as established by the Water Use Objective Annual Report, submitted in November 2023. Consultant shall ensure that the City's UWMP supplement fulfills all requirements.

Task 10 – Water Conservation Support Services

10.0 The State Water Resources Board and DWR are working diligently to meet the deadlines set by SB 606 and AB 1668. Many details of the new and expanded requirements are under development and, as such, are of a dynamic nature and cannot be completely anticipated. Consultant shall provide other related support services in order to meet all requirements as negotiated during the term of the Agreement.

Regulatory Permitting – Planning and Compliance Assistance

Task 11 – Regulatory Support Services

11.0 Water quality, water system operations, water loss and environmental regulations continue to expand permitting and reporting requirements. Implementation of industry best practices may also help position the City to meet future requirements. Consultant shall provide on-call technical assistance to comply with existing and new requirements as well as support planning and implementation of best practices to improve the City's operational resiliency and effectiveness.

Technical Planning - Water System Expansion/Emergency/Improvements

Task 12 – Emergency Water Supply Connections

12.0 In conjuction with the Water Shortage Contingency Plan, Public Works Integrated Master Plan and other reports and documentation, analyze current and potential emergency connections, identify points of vulnerability and prepare a Technical Memorandum with corrective actions and future system improvements.

Task 13 – Neighboring Small Water Systems Emergency and Technical Planning

13.0 Within Senate Bill 606 and Assembly Bill 1668 are new requirements for small water systems to conduct greater planning for water shortage contingencies to improve resilency. A County-wide effort is anticipated and the City has a number of neighboring small water systems nearby, adjacent and within the City limits. Consultant shall provide technical assistance to support regulatory and planning efforts related to small water systems, including evaluation of future inclusion into Oxnard's service area.

Task 14 – Planning Technical and Operational Support Services

14.0 Consultant shall provide on-call technical and environmental support services related to evaluation of water and recycled system improvements, expansion planning and water contracts/agreements.

RATES AND COSTS EXHIBIT

Description	
Task 1 - Scope of Services	$ 2,800
Task 2 - Project Administration & Management	$ 15,148
Task 3 - Data Collection & Background Information Review	$ 4,900
Task 4 - Prepare Water Shortage Contingency Plan	$ 23,300
Task 5 - Prepare 2020 Urban Water Management Plan	$ 33,540
Task 6 - Prepare Draft/Final Report Plan	$ 17,325
*Task 7 - Prepare Water Shortage Assessment Annual Report	$ 3,060
*Task 8 - Prepare Water Use Objective Annual Report	$ 6,120
*Task 9 - Prepare Urban Water Management Plan Supplement	$ 7,700
*Task 10 – Water Conservation Support Services	$ 15,000
*Task 11 – Regulatory Support Services	$ 12,000
*Task 12 – Emergency Water Supply Connections	$ 9,107
*Task 13 – Neighboring Small Water Systems Emergency and Technical Planning	$ 15,000
*Task 14 – Planning Technical and Operational Support Services	$ 10,000
Total	**$ 175,000**

Tasks	Budget	FY 19-20 (4 mo)	FY 20-21	FY 21-22	FY 22-23	FY 23-24 (8 mo)	Totals	State Deadlines
1	2,800	2,800					2,800	
2	15,148	1,260	3,787	3,787	3,787	2,527	15,148	
3	4,900	4,900					4,900	
4	23,300	10,000	13,300				23,300	July1, 2021
5	33,540		33,540				33,540	July1, 2021
6	17,325		17,325				17,325	July1, 2021
7	3,060			3,060			3,060	June1, 2022
8	6,120					6,120	6,120	Nov.1, 2023
9	7,700					7,700	7,700	Jan.1, 2024
10	15,000		3,750	3,750	3,750	3,750	15,000	
11	12,000		3,000	3,000	3,000	3,000	12,000	
12	9,107		4,554	4,554			9,107	
13	15,000		3,750	3,750	3,750	3,750	15,000	
14	10,000		2,500	2,500	2,500	2,500	10,000	
Total	**$175,000**	**$18,960**	**$85,506**	**$24,401**	**$16,787**	**$29,347**	**$175,000**	

Tasks 1 through 6 & 12: Consultant proposes the same services, hours and deliverables for these tasks as proposed in Attachments 5 and 7 of Consultant's original proposal.

Tasks 7-9*: These tasks are for reports in future years where the scopes of the reports have not been defined by DWR. Therefore, the scope is uncertain and a not to exceed amount is proposed in the table above to be used as directed by City staff on a time and materials basis.

Task 7 – Prepare Water Shortage Assessment Annual Report
DWR has not issued guidance for the contents of this report. Therefore, the scope is uncertain and a not to exceed amount is proposed in the table above to be used as directed by City staff on a time and materials basis. The amount is based on Consultant's understanding of the framework set forth in DWR's "Primer of 2018 Legislation on Water Conservation and Drought Planning Senate Bill 606 (Hertzberg) and Assembly Bill 1668 (Friedman)".

Task 8 – Prepare Water Use Objective Annual Report
DWR has not issued guidance for the contents of this report. Therefore, the scope is uncertain and a not to exceed amount is proposed in the table above to be used as directed by City staff on a time and materials basis. The amount is based on Consultant's understanding of the framework set forth in DWR's "Primer of 2018 Legislation on Water Conservation and Drought Planning Senate Bill 606 (Hertzberg) and Assembly Bill 1668 (Friedman)".

Task 9 – Prepare Urban Water Management Plan Supplement
DWR has not issued guidance for the contents of this report. Therefore, the scope is uncertain and a not to exceed amount is proposed in the table above to be used as directed by City staff on a time and materials basis. The amount is based on Consultant's understanding of the framework set forth in DWR's "Primer of 2018 Legislation on Water Conservation and Drought Planning Senate Bill 606 (Hertzberg) and Assembly Bill 1668 (Friedman)".

Tasks 10, 11, 13 & 14*: A not to exceed amount is proposed in the table above to be used as directed by City staff on a time and materials basis.

Task 10 – Water Conservation Support Services
A not to exceed amount is proposed in the table above to be used as directed by City staff on a time and materials basis.

Task 11 – Regulatory Support Services
A not to exceed amount is proposed in the table above to be used as directed by City staff on a time and materials basis.

Task 13 – Neighboring Small Water Systems Emergency and Technical Planning
A not to exceed amount is proposed in the table above to be used as directed by City staff on a time and materials basis.

Task 14 – Planning Technical and Operational Support Services
A not to exceed amount is proposed in the table above to be used as directed by City staff on a time and materials basis.

INSURANCE EXHIBIT
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, 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 <u>and</u> CG 2037).**

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG . $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE 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** 1. Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD
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

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

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 $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

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: Insurance Compliance
Reference No._____
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: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
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 _____

City of Oxnard
Request for Proposals (RFP)

WATER REGULATORY COMPLIANCE AND TECHNICAL ASSISTANCE SERVICES

Bid Close Date: October 22, 2019
by 2:00 p.m. PT

City of Oxnard
Purchasing Division, Finance Department
300 West Third Street
Oxnard, CA 93030
Solicitation opportunities: https://www.oxnard.org/rfps-and-rfqs/
City Website: https://www.oxnard.org/

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2.0 Background of the City of Oxnard
2.0 Period of Performance
3.0 Introduction

B. PROPOSAL GUIDELINES

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Tab B – Acknowledgement
Tab C – Company Profile/ Experience
Tab D – Scope of Services
Tab E – References
Tab F – Cost/Budget Narrative
Tab G – Proposer Attachment

Attention Proposers: please complete this document and upload as part of your bid response.

1. TIMELINE OF EVENTS

Proposers will be responsible to carefully examine the requirements contained herein.

Proposed Timeline

DATE	ACTIVITY
September 24, 2019	Release of Solicitation
October 9, 2019	Mandatory Proposers Meeting City of Oxnard Council Chambers 305 West 3rd St. Oxnard, CA 93030 Time: 10:00 am Parking is available on B Street.
October 14, 2019	Last day for Questions by Proposers Proposer inquires must be submitted online: Public Purchase website.
October 22, 2019	Submission of the Proposal is to be uploaded to the Public Purchase website on or before by **2:00 p.m.**
October-November 2019	Review of Proposals
unassigned	To be determined
November-December 2019	Agreement Development/Negotiations
December 2019	City Council approval (if necessary, e.g., over $200,000)
December 2019	Contracted work begins

The above dates are tentative and are subject to change as necessary.

2.0 BACKGROUND OF THE CITY OF OXNARD

Oxnard, a vibrant and growing community of approximately 210,000 people, is located on the beautiful Southern California coast and is the largest and most populous city in the County of Ventura. Nestled about 60 miles northwest of Los Angeles and 35 miles south of Santa Barbara, Oxnard prides itself on its rich diversity and culture. Oxnard is a full-service city. Incorporated as a general law city in 1903, Oxnard operates under the council-manager form of government. The governing body, the City Council, is composed of seven (7) members.

This city by the Pacific Ocean is an ideal place to raise a family; Oxnard residents enjoy a spirit of community pride. With its attractive residential areas located among tree-lined streets, parks and beaches, Oxnard provides a wide variety of housing choices.

3.0 PERIOD OF PERFORMANCE

The period of performance anticipated for this solicitation and shall be for three (3) years, with each year renewable in one (1) year increments effective upon signature of an Agreement by both parties, unless terminated earlier. This annual renewal shall be based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services.

4.0 INTRODUCTION

California's regulatory environment for the water industry is facing increasingly stringent and changing requirements. Urban water suppliers are challenged to meet, plan for and anticipate known and future permitting, reporting and technical needs. The City of Oxnard's Purchasing Division on behalf of the Water Division (City) is seeking technical and environmental expertise to support these efforts: permanent water conservation laws implementation and guidance; regulatory permitting and compliance; and technical planning for water and recycled system expansion/emergency/improvements.

Tab A – Proposal Checklist

Instructions:

a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.

b) Follow the instructions in each section of this solicitation.

c) Present all requested items in the index tabs ordered A through G as shown.

d) Label each item presented and include additional items on your table of contents.

e) All proposals must include a detailed description of each proposed service to be provided.

f) Proposers that do not follow the bid instructions found in the separate document titled "**Terms and Conditions"** may be found to be "non-responsive" and disqualified from the bid process.

Name of Company:

Service to provide:

Main Point of Contact:

E-mail: **Phone:**

Tab A Proposal Submission Checklist

General Proposer Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

Page Number

- ☐ Tab A: Proposal Checklist *(this page)* ....._____
- ☐ Tab B: Acknowledgements....._____
- ☐ Tab C: Company Profile/ Experience ....._____
- ☐ Tab D: Scope of Services....._____
- ☐ Tab E: References ....._____
- ☐ Tab F: Cost/Budget Narrative ....._____
- ☐ Tab G: Proposer Attachment....._____

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard ("City"). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references' officials, employees, and agents (collectively, "References")—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, "Owners"), and request information from other clients—including those clients' officials, employees and agents (collectively, "Other Clients"). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATIONS

I, _____, a duly authorized agent of _____

Printed Name of Agent/Officer **Name of Organization**

hereby certify that _____ by submission of this proposal in response to the

Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: _____ Date: _____

Title of Agent/Officer: _____

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Tab B - Acknowledgement

1. **Clarifications, Exceptions, or Deviations**
   All Proposer(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship has no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the solicitation labeled "Sample Agreement" and "Proposer Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.
   The following contractual terms are **non-negotiable:**
   a. Termination
   b. Indemnification
   c. Insurance
   d. Conflict of Interest
   e. Governing Law
   f. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

PROPOSER'S RESPONSE:

2. **Evidence of Insurability/Business Licenses**

   All Proposer(s) shall submit evidence of all required insurance. If awarded the contract the Proposer has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Proposer shall certify to the possession of any and all current required licenses or certifications. Proposer must provide a copy of current business license or other applicable licenses.

3. **Transition (If applicable)**
   Upon expiration or termination of this agreement for any reason, during the transition close-out period the company/firm/contractor agrees to:

   a. Continue delivering services until notified otherwise; and
   b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent company/firm/contractor; and
   c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new company/firm/contractor, upon termination or expiration of this agreement for any reason; and
   d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Tab C - Company Profile/Experience

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The company profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

   PROPOSER'S RESPONSE:

2. Company overview and disclosure of services or activities performed, including:

   a. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and <u>if any contributions</u> were made to any Oxnard elected officials.
   b. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
   c. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
   d. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

   a. ***PROPOSER'S RESPONSE:***

   b. ***PROPOSER'S RESPONSE:***

   c. ***PROPOSER'S RESPONSE:***

   d. ***PROPOSER'S RESPONSE:***

3. An explanation of any litigation, current or within the last 5 years, involving the Proposer or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

   PROPOSER'S RESPONSE:

4. List the members of your organization who are authorized to negotiate the agreement. Please provide an email address for each individual listed.

PROPOSER'S RESPONSE:

5. **Credentials/Resumes/Certifications/Licenses:**

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Proposer shall specifically provide the following information on all employees to be providing services related to this solicitation:

a. Current Responsibilities
b. Qualifications/Experiences
c. Education
d. Certifications/licenses, if applicable
e. List other pertinent information that will assist in evaluating Proposer's qualifications.

a. ***PROPOSER'S RESPONSE:***

b. ***PROPOSER'S RESPONSE:***

c. ***PROPOSER'S RESPONSE:***

d. ***PROPOSER'S RESPONSE:***

e. ***PROPOSER'S RESPONSE:***

Proposer can add as many sections to this response box as it needs to state all employees providing services.

Tab D - Scope of Services

This solicitation has a space provided under each question the City has of the Proposer. **Proposers must address all points in this section.**

Scope of Services

The following tasks are typical of the services to be performed. The City reserves the right to modify or substitute tasks as necessary.

Water Conservation Laws

In 2018, the California State Legislature enacted two policy bills, Senate Bill 606 and Assembly Bill 1668, to establish a new foundation for long-term improvements in water conservation and drought planning to adapt to climate change and the resulting longer and more intense droughts. These two laws amend existing law to provide expanded and new authorities and requirements to enable permanent changes and actions for those purposes, improving the state's water future for generations to come.

The new water efficiency laws have many increased requirements for urban water retailers:

- Water Shortage Contingency Plan (WSCP)
- 2020 Urban Water Management Plan (UWMP) - due July 1, 2021
- Water Shortage Assessment Annual Report – first due June 1, 2022
- Water Use Objective Annual Report (WUOR) – first due November 1, 2023
- Urban Water Management Plan Supplement - due January 1, 2024

Consultant shall prepare the necessary reports and plans for the City that fulfill the State reporting requirements. It is recognized that the State Department of Water Resources (DWR) is in the process of finalizing many of the details associated with the new requirements. Therefore, other tasks may be authorized during the performance of the Agreement, on an as-needed basis, in accordance with this Scope

The services to be provided by the Consultant in the preparation of the plans and reports include, but are not limited to, the following items Task 1 through Task 14:

Task 1 – Scope of Services
Consultant shall prepare a detailed Scope of Services for the project. Consultant is encouraged to include additional scope of services tasks that it feels should be included to complete the tasks per the known and anticipated requirements. The Scope of Services should describe each step and level of effort. The Scope of Services provided will be subject to negotiation.

Please provide a detailed resposne of how this taks will be achieved:

PROPOSER'S RESPONSE:

Task 2 – Project Administration and Management

Consultant shall manage the project and costs. Consultant shall assign a project manager for the project who will act as the City's primary contact and will be entirely responsible for the Consultant's work (including sub-consultant work). The following project management activities will be required:

1. Project Kickoff Meeting – Conduct meeting to discuss the City's expectations for the project, review provided information, request additional information, review timelines, and establish communication protocols for the project.

2. Monthly Progress Reports – Consultant shall provide monthly progress reports to the City's project manager containing the following information:

- **a.** Work completed in the latest reporting period.
- **b.** Work anticipated to be completed in the next reporting period.
- **c.** Problems/obstacles identified during the reporting period.
- **d.** Outstanding issues.

3. Coordination Meetings – Consultant shall conduct coordination meetings with City staff as needed. Consultant shall provide an agenda and prepare minutes for all meetings. In addition, Consultant shall update the project schedule prior to the coordination meeting and present updates at the meeting.

Please provide a detailed resposne of how this taks will be achieved:

PROPOSER'S RESPONSE:

Task 3 – Data Collection and Background Information Review

Consultant shall review background information regarding the City's service area, water supply, water demand, and water policies. The objective of this task is to gather available data necessary to satisfy the known requirements. Consultant shall provide a list of the required data necessary to complete the reports and plans. Information to be collected and reviewed includes, but is not limited to, the following:

1. 2010 and 2015 Urban Water Management Plan (UWMP)
2. Current and proposed land uses
3. Population estimates and projections
4. Historical, current, and projected water consumption by user class (residential, commercial, industrial, institutional, parks, others) including recycled water demand

5. Historical and current water billing data to determine appropriate water demand factors

6. Water resources, including reliability

7. Water quality issues, including known contaminants

8. Current water rate structure

9. Conservation accomplishments

10. Conservation Ordinances currently or previously adopted by the City

11. Planned modifications to the City water system and available supply.

12. 2015 Integrated Public Works Master Plan

13. Water Resources Management Plan

Please provide a detailed resposne of how this taks will be achieved:

PROPOSER'S RESPONSE:

Task 4 – Prepare Water Shortage Contingency Plan
Consultant shall prepare the City's Water Shortage Contingency Plan (WSCP) integrating components from the 2015 UWMP and the new State requirements to produce a separate plan document. Development of the WSCP will provide a response framework and action plan for emergency and other shortage conditions, including drought. The WSCP also provides the basis for the Water Shortage Assessment Report, due annually beginning on June 1, 2022.

The WSCP is generally expected to contain the following information:

1. Annual Water Budget Forecast Procedures – Define the process, data inputs, and water year schedule used to develop the Annual Water Budget.

2. Annual Water Budget Assessment Methodology – Define the methodology necessary to conduct an Annual Water Budget Forecast assessing shortage risks.

3. Annual Water Budget Evaluation Criteria – Define a set of evaluation criteria that will be used to conduct the Water Budget Forecast.

4. Shortage Levels – Include six standard shortage levels, representing the actual shortage, or predicted shortage determined by the Annual Water Budget Forecast.

5. Shortage Response Actions (SRA) – Define locally appropriate short-term water efficiency and/or demand reduction actions, supply augmentation, and/or operational changes necessary to respond to actual or predicted shortage conditions.

6. Communication Plan – Describe planned communication strategies and actions intended to quickly inform customers, the public, and regional and State interests, about current shortages or predicted shortages.

7. Customer Compliance, Enforcement, and Appeal/Exemption Procedures – Describe methods and procedures in place to gain customer compliance, enable enforcement to gain compliance, and enable customer appeal process for unique circumstances.

8. Implementation Authorities – Demonstrate specific ordinances, resolutions, or other authorities are in place to quickly implement SRAs.

9. Financial Plan for Drought Conditions – Describe the management of revenue and expense variances when SRAs are triggered, including but not limited to, customer rate adjustments, or use of financial reserves.

10. Monitoring and Reporting Requirements and Procedures – Outline internal and external monitoring and reporting procedures to assure appropriate data are being collected, tracked, and analyzed for purposes of monitoring customer compliance, and to meet DWR reporting requirements.

11. Re-evaluation and Improvement Process – Identify procedures for monitoring and evaluating the functionality of the WSCP.

An update to the WSCP is required as part of the submittal of the 2020 UWMP. Therefore, this task is intended to be completed prior to and in anticipation of the 2020 UWMP requirements.

Please provide a detailed resposne of how this taks will be achieved:

PROPOSER'S RESPONSE:

Task 5 – Prepare 2020 Urban Water Management Plan

Consultant shall prepare the City's 2020 Urban Water Management Plan (UWMP) to meet all the State requirements. The UWMP is due by July 1, 2021. The State is expected to issue guidelines by spring 2020. The following subject areas have traditionally been included in the UWMP but may be greatly altered by the expanded requirements:

1. Water Conservation - Summarize the water conservation, or demand management, goals, programs implemented to date, and overall progress and effectiveness of the current conservation program in relation to the new water conservation laws.

2. Water Recycling – Update the plan to reflect the current and projected status of the City's Recycled Water Program based on the Water Resources Management Plan. Describe the projected availability of recycled water and its potential for use as a water source within the City, including indirect and direct potable reuse.

3. Groundwater – Update UWMP to account for changes to the City's groundwater supply, including long-term groundwater allocation reductions by the Fox Canyon Groundwater Management Agency (FCGMA), due to the Sustainable Groundwater Management Act requirements.

4. Integrated Resources Planning – Plan should include a discussion of Oxnard's roles and responsibilities relating to local integrated regional water management planning efforts.

5. Alternative Water Supplies – Describe opportunities for development of new water supply sources including stormwater.

6. Water Service Reliability – Provide an analysis of the reliability of the City's water service to its customers.

7. Climate Change Impacts and Drought Risk Assessment – Provide an analysis of potential climate change impacts and drought risks, evaluating plausible worst-case conditions for a period of at least five years. Define a set of evaluation criteria that is locally applicable and includes historical drought hydrology, plausible climate change effects for existing supplies and demands, plausible regulatory changes, and demand projections.

8. Water Shortage Contingency Plan – The State requirements call for an update to the Water Shortage Contingency Plan to be included. Since a new Water Shortage Contingency Plan is expected to be completed prior to the 2020 UWMP, further updates are not anticipated but could be necessary

9. Water System Loss – Incorporate information to document whether the City met its distribution loss standards.

10. New Provisions – Provide necessary studies, research, and contents required by the expanded requirements for the 2020 UWMP.

11. Coordination – The 2020 UWMP has new coordination expectations with local stakeholders and agencies which include, but are not limited to:

- Calleguas Municipal Water District
- Metropolitan Water District of Southern California
- United Water Conservation District
- Pleasant Valley Water District
- Fox Canyon Groundwater Management Agency
- Port Hueneme Water Agency
- Local water mutual companies

Please provide a detailed resposne of how this taks will be achieved:

PROPOSER'S RESPONSE:

Task 6 – Prepare Draft/Final Report Plan

Consultant shall document the 2020 UWMP for the City. The following steps are those traditionally conducted in the review and approval process but may be altered by the new State requirements:

1. Administrative Draft – Consultant shall provide ten (10) copies of the Draft 2020 UWMP to the City including all tables, figures, and appendices for internal staff review.

2. Public Draft – Consultant shall incorporate staff comments/edits into a second draft for public review. Consultant shall work with City staff to present the Public Draft to the City's Public Works & Transportation Committee. The Public Draft shall also be distributed to the following agencies and organizations for review and comment: City of Ventura, City of Camarillo, City of Port Hueneme, nearby special districts, United Water Conservation District, Calleguas Municipal Water District, Fox Canyon Groundwater Management Agency, Chamber of Commerce Water Issues Subcommittee, Watersheds Coalition of Ventura County, interested community groups, and others as directed by the City.

3. Final Draft – Consultant shall incorporate comments from the public review process into a third draft and provide fifteen (15) copies for City Council Review, including public comment at a public hearing. Consultant shall also prepare a presentation for the public hearing to present the Draft 2020 UWMP to City Council.

4. Consultant shall incorporate any comments/edits received at the City Council meeting before providing a dated copy, stamped DRAFT, to the DWR for review and comments. Consultant shall consult with the DWR on their comments/questions and edit the 2020 UWMP as necessary to incorporate their responses. Upon incorporation of any edits required by the DWR, the 2020 UWMP shall be submitted to City Council for final adoption.

Please provide a detailed resposne of how this taks will be achieved:

PROPOSER'S RESPONSE:

Task 7 – Prepare Water Shortage Assessment Annual Report

Consultant shall prepare the City's first Water Shortage Assessment Annual Report, expected to be submitted to DWR by June 1, 2022. Consultant shall conduct a water supply and demand assessment, based on the Water Shortage Contingency Plan, to create the required report. It is expected that the State will issue explicit report standards and instructions. Consultant shall ensure that the City's report fulfills all requirements. Once the report is created, City staff will complete and submit the report each year thereafter.

Please provide a detailed resposne of how this taks will be achieved:

PROPOSER'S RESPONSE:

Task 8 – Prepare Water Use Objective Annual Report

Consultant shall prepare the City's first Water Use Objective Annual Report, expected to be submitted to DWR by November 1, 2023. The first report will set the water system demand target based on the calculations and methodologies required by the State for each customer class and water usage categories. It is expected that the State will issue explicit report standards and instructions. Consultant shall ensure that the City's report fulfills all requirements. Once the report is created, City staff will complete and submit the report each year thereafter.

Please provide a detailed resposne of how this taks will be achieved:

PROPOSER'S RESPONSE:

Task 9 - Prepare Urban Water Management Plan Supplement

Consultant shall prepare the required supplement to the 2020 UWMP, expected to be submitted to DWR by January 1, 2024. The supplement will address the City's plan to implement demand measures to achieve the water use objective, as established by the Water Use Objective Annual Report, submitted in November 2023. Consultant shall ensure that the City's UWMP supplement fulfills all requirements.

Please provide a detailed resposne of how this taks will be achieved:

PROPOSER'S RESPONSE:

Task 10 – Water Conservation Support Services

The State Water Resources Board and DWR are working diligently to meet the deadlines set by SB 606 and AB 1668. Many details of the new and expanded requirements are under development and, as such, are of a dynamic nature and cannot be completely anticipated. Consultant shall provide other related support services in order to meet all requirements as negotiated during the term of the Agreement.

Please provide a detailed resposne of how this taks will be achieved:

PROPOSER'S RESPONSE:

Regulatory Permitting – Planning and Compliance Assistance

Task 11 – Regulatory Support Services

Water quality, water system operations, water loss and environmental regulations continue to expand permitting and reporting requirements. Implementation of industry best practices may also help position the City to meet future requirements. Consultant shall provide on-call technical assistance to comply with existing and new requirements as well as support planning and implementation of best practices to improve the City's operational resiliency and effectiveness.

Please provide a detailed resposne of how this taks will be achieved:

PROPOSER'S RESPONSE:

Technical Planning - Water System Expansion/Emergency/Improvements

Task 12 – Emergency Water Supply Connections

In conjuction with the Water Shortage Contingency Plan, Public Works Integrated Master Plan and other reports and documentation, analyze current and potential emergency connections, identify points of vulnerability and prepare a Technical Memorandum with corrective actions and future system improvements.

Please provide a detailed resposne of how this taks will be achieved:

PROPOSER'S RESPONSE:

Task 13 – Neighboring Small Water Systems Emergency and Technical Planning

Within Senate Bill 606 and Assembly Bill 1668 are new requirements for small water systems to conduct greater planning for water shortage contingencies to improve resiliency. A County-wide effort is anticipated and the City has a number of neighboring small water systems nearby, adjacent and within the City limits. Consultant shall provide technical assistance to support regulatory and planning efforts related to small water systems, including evaluation of future inclusion into Oxnard's service area.

Please provide a detailed resposne of how this taks will be achieved:

PROPOSER'S RESPONSE:

Task 14 – Planning Technical and Operational Support Services

Consultant shall provide on-call technical and environmental support services related to evaluation of water and recycled system improvements, expansion planning and water contracts/agreements.

Please provide a detailed resposne of how this taks will be achieved:

PROPOSER'S RESPONSE:

Tab E - References

All Proposer(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 2	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 3	
Company name:	
Address:	
Contact person:	
Email address:	

Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

PROPOSER'S RESPONSE:

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

PROPOSER'S RESPONSE:

Tab F - Cost Proposal/Budget Narrative

In this section, please complete and include this Cost Proposal. Cost Proposals will be disclosed to the evaluators after the evaluation of the technical proposals has been completed. The City reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs of charges to the City as part of this service/project. As stated in the Cost Proposal, Proposers must provide fully inclusive blended rates, which are all-encompassing of the Proposer's project-related or supported expenses, including travel expenses. Proposers may also include any other documents as information to further explain the proposed costs.

Method of payment. Payment by the City for the services will be made only after the services have been performed and an invoice is submitted. The invoice should specifically describe the services performed, the name(s) of the personnel performing such services, hours provided for the service at the hourly rate quoted in this proposal. The appropriate City representative must approve the invoice. The City will make payment on a monthly basis, thirty (30) days after receipt of the invoice.

Cost proposal must be all-inclusive and include, but not be limited to, the following administration, travel, training and related costs.

a) Provide total review hours detailed by partner, senior manager, manager, field supervisor and other staff.
b) Hourly rate detailed by partner, senior manager, manager, field supervisor and other staff.
c) The maximum annual cost for the review for each of the five (5) years.

Title	Proposed Service	Estimated # of hours	Estimated # of Sessions	Cost for each unit of service:	Extended Cost:
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$

Tab G - Proposer Attachment

Any response that Proposers are finding difficulty pasting into the "Proposers Response" boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding "Attachment Number" into the Proposer's Response box as the example shows below:

Below is an example:

Tab C - Company Profile

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

PROPOSER'S RESPONSE: Located in "Attachment 1"

2. Proof of non-profit status, if applicable

PROPOSER'S RESPONSE: Located in "Attachment 2"

Tab G - Any response that Proposers are finding difficulty pasting into the "Proposers Response" boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding Attachment Number into the Proposer's response box with the words "See Tab G." List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1	_____	_____
Attachment 2	_____	_____
Attachment 3	_____	_____
Attachment 4	_____	_____
Attachment 5	_____	_____
Attachment 6	_____	_____
Attachment 7	_____	_____
Attachment 8	_____	_____

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.10

DATE: March 17, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Purchase of New Heavy Equipment for the Del Norte Regional Recycling and Transfer Station.

RECOMMENDATION

That the City Council approve and authorize:
1. The Mayor to execute a Purchase Order with Quinn Company (Caterpillar) in the amount of $1,207,903.39 for the supply of heavy equipment for the Del Norte Regional Recycling and Transfer Station; and
2. The City Manager to execute a budget appropriation for $1,207,904 from the Environmental Resources operating fund balance (631) for the purchase of the heavy equipment.
(Public Works and Transportation Committee approved 3-0)

BACKGROUND

The Environmental Resources (ER) Division is responsible for the operation of the Del Norte Regional Recycling and Transfer Station (Del Norte) which is a regional, material recovery facility (MRF). The Del Norte MRF receives and processes residential, commercial and industrial solid waste, recyclables and organic/greenwaste within the City of Oxnard collection boundaries as well as material from the East Ventura County region. This includes Port Hueneme, Camarillo, Santa Paula, Ventura and other unincorporated East Ventura County zones. The Del Norte facility is permitted to accept 2,779 total tons per day of solid waste, recyclables and organic/greenwaste material. Currently, the Del Norte facility receives, processes and transfers an average of 1,100 tons per day of all materials.

Daily operation of the Del Norte MRF, within regulatory guidelines, relies heavily upon the use of essential heavy equipment, of which includes: articulated wheel loaders, skid steers, and forklifts.

DISCUSSION

The existing heavy equipment units (wheel loaders, skid steers, and forklifts) at Del Norte have approached the end of their useful life. In addition, some of the aging equipment units no longer meet California Air Resource Board (CARB) emission standards. The ER Division needs to address the situation to ensure uninterrupted services while staying within permit and safety guidelines.

The City, under the current Purchasing Policy, participates in the cooperative procurement program “Sourcewell.” Under this program, the City is a Sourcewell Member and is able to benefit from the global solicitation of heavy equipment under Caterpillar manufacturer contracts #032119-CAT and #101816-MCF. Caterpillar is a global corporation that assigns authorized resellers by territory. The City of Oxnard falls within the Ventura County territory, which is assigned to Quinn Caterpillar, located at 801 Del Norte Boulevard in Oxnard.

Caterpillar provides an extensive line of construction and heavy equipment. Caterpillar also offers specialized protective

and safety equipment required in the solid waste industry. The ER Division seeks to purchase the following Caterpillar heavy equipment units through the Sourcewell pricing available to the City of Oxnard as a participant in the program:

Heavy Equipment	Quantity	Manufacturer	Total Cost
Full size articulated wheel loaders	2	Caterpillar, Inc.	$795,623.78
Compact articulated wheel loader	1	Caterpillar, Inc.	$151,561.45
Skid Steers	2	Caterpillar, Inc.	$154,408.16
Fork Lift with Rotator Attachment	1	Caterpillar, Inc.	$56,957.00
Fork Lift with Standard Fork Attachment	1	Caterpillar, Inc.	$49,353.00
Total	7		$1,207,903.39

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 total cost for this equipment purchase is $1,207,903.39. Increased appropriations of $1,207,904 will be required from the Environmental Resources operating fund balance (631) to the Environmental Resources operating budget for the purchase of the heavy equipment. After this appropriation, the projected available fund balance will be $24.2 million.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on February 25, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. Purchase Order 7599 Quinn Company
2. Budget Appropriation
3. Quinn - Cat Model 262D3 Skid Steer Quote
4. Quinn - Cat Model 950M-BR Wheel Loader Quote
5. Quinn - Model 914M Wheel Loader Quote
6. Quinn Lift - GP40N1 Pneumatic Tire Lift Quotes
7. Sourcewell Mitsubishi-CAT Forklift Contract #101816-MCF
8. Sourcewell Caterpillar Wheel Loader_Skid Steer Contract #032119-CAT
9. Quinn Co. Caterpillar Authorized Reseller Letter

ITEM #L-10

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 007599

DATE: 2/25/2020

VENDOR PHONE: (559)896-4040
VENDOR FAX: ( ) -
VENDOR #: 7840
VENDOR ADDRESS: QUINN COMPANY
P.O. BOX 849665
LOS ANGELES, CA 90084-9665

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
02/03/2020	0000004844	02/03/2020	
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	63163128918606		PATRICIA GARCIA

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
1	1,207,903.39 / DL	TWO WHEEL LOADERS, ONE COMPACT WHEEL LOADER, FORKL	1.0000	1,207,903.39

21 00016057 EXP 12/31/20*PW
PENDING PWT COMMITTEE 2/25/20 ITEM#2020-569
REQUESTING FUND 631 APPROPRIATION OF $1.2M
SOURCEWELL COOPERATIVE AGREEMENT #032119-CAT AND
#101816-MCF.

TOTAL PURCHASE AMOUNT **$1,207,903.39**

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase Order number above.

AUTHORIZED SIGNATURE. _____
Tim Flynn, Mayor

ee 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 BUDGET APPROPRIATION

Department: Public Works
Date: March 17, 2020
Project/Program Environmental Resources
Manager: Todd Vasquez-Housley
Phone: 805-385-7957

Reason for Appropriation:

To fund the acquisition of heavy equipment for operations at the Del Norte Regional Recycling and Transfer Station.

Accounts and Descriptions		**AMOUNT**
Fund: ENVIRONMENTAL RESOURCES OPERATING FUND (631)		
Expenditures/Transfers Out		
Solid Waste Operating/Environmental Resources		
631-6312-891-86-06	CAPITAL OUTLAY - MACHINERY & NEW EQUIPMENT	1,207,904
	Sub-total Expenditures	1,207,904
	Net Change to Fund Balance	**(1,207,904)**
	Net Appropriation Change	**(1,207,904)**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____
BA Doc# (Finance Use Only)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

Quote 135079-01

October 31, 2019

CITY OF OXNARD - DEL NORTE RECYCLING
ATTN JAMES TORREZ
111 S DEL NORTE BLVD
OXNARD
California
93030

Attention: James Torrez

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR INC. Model: 262D3 Skid Steer Loader

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Barry Tovey
Machine Sales Representative

CATERPILLAR INC. Model: 262D3 Skid Steer Loader

STANDARD EQUIPMENT

POWERTRAIN - Cat C3.3B diesel engine - -Gross horsepower per SAE J1349 - 74.3 hp (55.4 kW) @ 2400 RPM - -Electric fuel priming pump - -Glow plugs starting aid - -Liquid cooled, direct injection - Air cleaner, dual element, radial seal - S-O-S sampling valve, hydraulic oil - Filter, cartridge type, hydraulic - Filters, canister type, fuel - and water separator - Radiator / hydraulic oil - cooler (side-by-side) - Spring applied, hydraulically released, - parking brakes - Hydrostatic transmission - Four wheel chain drive

HYDRAULICS - ISO or H pattern controls: - Electro/hydraulic implement control - Electro/hydraulic hydrostatic - transmission control

ELECTRICAL - 12 volt electrical system - 80 ampere alternator - Ignition key start/stop/aux switch - Lights: - -Gauge backlighting - -Two rear tail lights - -Dome light - Backup alarm - Electrical outlet, beacon

OPERATOR ENVIRONMENT - Operator warning system indicators: - -Air filter restriction - -Alternator output - -Armrest raised/operator out of seat - -Engine coolant temperature - -Engine oil pressure - -Glow plug activation - -Hydraulic filter restriction - -Hydraulic oil temperature - -Park brake engages - -Engine emission system - Gauges: fuel level and hour meter - Storage compartment with netting - Ergonomic contoured armrest - Control interlock system, when operator - leaves seat or armrest raised: - -Hydraulic system disables - -Hydrostatic transmission disables - -Parking brake engages - ROPS cab, open, tilt up - Anti-theft security system w/6-button - keypad - FOPS, level I - Top and rear windows - Floormat - Interior rear view mirror - USB charging port - Horn - Hand (dial) throttle, electronic

FRAMES - Lift linkage, vertical path - Chassis, one piece welded - Machine tie down points (6) - Belly pan cleanout - Support, lift arm - Rear bumper, welded

OTHER STANDARD EQUIPMENT - Engine enclosure - lockable - Extended life antifreeze (-37C, -34F) - Work tool coupler - Hydraulic oil level sight gauge - Radiator coolant level sight gauge - Radiator expansion bottle - Cat ToughGuard TM hose - Heavy duty flat faced quick disconnects - with integrated pressure release - Split D-ring to route work tool hoses - along side of left lift arm - Variable speed hydraulic cooling fan - Per SAE J818-2007 and EN 474-3:2006 and - ISO 14397-1:2007

MACHINE SPECIFICATIONS

Description	Reference No
262D3 SKID STEER LOADER	512-4262
LANE 2 - AVAILABLE FROM SANFORD FACTORY	
LANE 3 - AVAILABLE FROM SANFORD FACTORY	
Meets U.S. EPA Tier 4 Final emission standards	
Available for AM-N, Puerto Rico and South Korea	
BUCKET-IND. GR, 80", BOCE	217-6230
TIRES, 33X6X11 CAT FLEX SOLID	252-0377
ROTATING BEACON	309-1325
QUICK COUPLER, MANUAL	345-4910
RADIO, AM/FM, BLUETOOTH	345-6180
KIT,ENG AIR INTAKE, PRECLEANER	415-2795
FILM, ENGINE, ANSI, USA	416-5687
KIT, TURBO DEBRIS GUARD	416-5705
DISPLAY, ADVANCED, LCD, CAMERA	416-9265
FILM, RIDE CONTROL, ANSI	422-3445
FAN,COOLING, DEMAND, REVERSING	435-9224
FILM, SELF LEVEL, ANSI	435-9238
LIGHTS, LED	495-1671
KIT, DEBRIS	498-6623
INSTRUCTIONS, ANSI, USA	512-3741
CONTROL, ISO, PROP	512-4111
POWERTRAIN, ONE SPEED	512-4176
ROPS, ENCLOSED WITH A/C (C3)	512-4195
HYDRAULICS, PERFORMANCE, (H2)	512-4318
ROADING LIGHTS	532-8843
SEAT,AIR SUSPENSION,VINYL,HEAT	536-9739
DOOR, CAB, POLYCARBONATE	539-8061
KIT, A/C BREATHER	540-9349
SEAT BELT, 3"	542-6995
RIDE CONTROL	556-5899
CERTIFICATION ARR, P65	563-1163
MOUNTING, FIRE EXTINGUISHER	563-7518
PRODUCT LINK, CELLULAR PL243	566-7115
BATTERY, HEAVY DUTY, 850 CCA	568-5606
PACK, DOMESTIC TRUCK	0P-0210
PACKING, KIT	0P-2162
LANE 3 ORDER	0P-9003
SERIALIZED TECHNICAL MEDIA KIT	421-8926

LIST PRICE	$75,887.49
NJPA SOURCEWELL 21% of LIST	$-15,936.37
NJPA DISCOUNTED PRICE TO CITY OF OXNARD	$59,951.12
FREIGHT	$800
PREP	$1250
DEBRIS PACKAGE INSTALLS	$1850
NVB FIRE SUPPRESSION	$7800
TOTAL	$71,651.12
SALES TAX	$5,552.96
AFTER TAX BALANCE	**$77,204.08**

WARRANTY

Standard Warranty: 2 Years / 2,000 Hour's Total Machine

F.O.B/TERMS

Oxnard Earthmoving

FINANCING

Finance terms and conditions subject to credit approval by Caterpillar Financial Services Inc.(CFSC). Payment amounts, down payments, and terms are estimates only, final amounts must be determined by CFSC.

Accepted by _____ on _____

_____
Signature

Quote 135114-01

October 31, 2019

CITY OF OXNARD - DEL NORTE RECYCLING
ATTN JAMES TORREZ
111 S DEL NORTE BLVD
OXNARD
California
93030

Attention: James Torrez

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR INC. Model: 950M-BR Wheel Loader

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Barry Tovey
Machine Sales Representative

CATERPILLAR INC. Model: 950M-BR Wheel Loader

STANDARD EQUIPMENT

POWERTRAIN - Engine, Cat C7.1 ACERT - Torque converter, with lock-up clutch - free wheel stator - Tranmission countershaft, automatic, - powershift (5F/3R) - Pump transmission, split flow - Productive Economy Mode (fuel - consumption optimization) - Brakes, full hydraulic enclosed wet-disc - with Integrated Braking System (IBS) - Brake wear indicators - Fan drive hydraulic, electronically - controlled, temperature sensing, - on demand - Fuel priming pump (electric) - Fuel/Water separator - Engine air intake with strata-tubes - Parking Brake, disk and caliper

HYDRAULICS - Load sensing system with variable - displacement piston pump. - Hoses, Caterpillar XT - Couplings, Caterpillar O-ring face seal - Hydraulic oil cooler (swing out) - Oil sampling valves - Remote diagnostic pressure taps - Hydraulic Service Center

ELECTRICAL - Batteries (2), maintenance free 1400CCA - Starting and charging system (24V) - Alternator, 115-amp brushed - Alarm, back-up - Ignition key; start/stop switch - Main disconnect switch - Receptacle remote start (cables not - included) - Starter, electric, heavy duty - Emergency shut-off switch - Rear camera - Electrical Service Center

OPERATOR ENVIRONMENT - A-Post mounted membrane 16 switch keypad - Climate control - Bucket/Work tool function lockout - EH Parking Brake - Intermittent front wiper control - Horn, electric - Lights, cab dome (2) - Radio ready (entertainment) includes - antenna, speaker and converters (12V 10A) - 3 receptacles, 12V - Beverage holders (2) with storage - compartment for cell phone/MP3 player - Coat hooks (2) - Sliding window - Ergonomic Cab Access - Sun visor, front - Computerized monitoring system - Front dash information display with: - - Speedometer/Tachometer - -Digital gear indicator - -Temperatures: engine coolant, - hydraulic oil, transmission oil - - Fuel level - Warning Indicators: - -Temperatures: axle oil, engine intake - manifold - -Pressures: engine oil, fuel pressure - Hi/Low, primary steering oil, - service brake oil - -Battery voltage Hi/Low - -Engine air filter restriction - - Hydraulic oil filter restriction - -Hydraulic oil level low - -Parking brake - -Transmission filter bypass - Multi-function monitor: - -180mm(7") color LCD touch-screen - display - -Rear-view camera image display - (reverse travel activated) - Machine utilization information: - -Total fuel consumption - -Average fuel burn rate - -Engine fuel consumption - -Total idle time - -Total operating hours - -Travel distance (odometer) - -Total idle fuel - -Total operating hours, neutral - -Total operating hours with hydraulic - filter in bypass

OTHER STANDARD EQUIPMENT - Engine idle management system and auto - idle shutdown - Filters: fuel, engine air, engine oil, - hydraulic oil, transmission - Hitch, drawbar - Kickout, lift and tilt, automatic - (adjustable) - Sight gauges: engine coolant, hydraulic - oil, and transmission oil level - Lift and tie down points - Articulation locking bar - Parallel Z-bar lifting

MACHINE SPECIFICATIONS

Description	Reference No
950M WHEEL LOADER	464-2600
LANE 2 - AVAILABLE FROM PIRACICABA FACTORY	
LANE 3 - AVAILABLE FROM PIRACICABA FACTORY	
WORKTOOL'S LITERATURE	0P-4108
HOOD, NON-METALLIC	336-0000
QUICK COUPLER, FUSION	349-5246
GUARD, TILT CYLINDER	360-8835
AIR INLET PRECLEANER, TRASH	365-0121
AXLES, AUTO DIFF F/R, ED, SG	366-9910
HYDRAULIC OIL, STANDARD	366-9912
QUICK COUPLER READY, STD LIFT	373-3900
STARTING, STANDARD	373-3910
LINES GP-IMPLEMENT 3V (QC)	378-8421
MANUAL DIFF, HMU	384-7006
COUNTERWEIGHT, 960KG	393-0069
GUARD, TILT CYLINDER	397-1606
GUARD, HINGED, POWERTRAIN	399-4332
PRODUCT LINK, CELLULAR PLE641	434-0691
LIGHT, SEAT BELT WARNING	460-7450
FILM, SCRAP	468-0170
FILM, WASTE	468-0171
FENDERS, NARROW	478-8371
GUARDS, LIGHT	485-4387
OBJECT DETN and CB RADIO READY	486-9205
SOUND SUPPRESSION, INDUSTRIAL	488-1138
LIGHT, WARNING BEACON	491-7467
WINDOWS, STANDARD, FRONT GUARD	493-9619
HYDRAULICS, 3V RC, STD/LOGGER	500-2566
FILTRATION, STEEL, ACF PRECLNR	505-1522
LIGHTS, REVERSING STROBE	513-2458
INDUSTRIAL PACKAGE	513-5391
FAN, VPF, ANSI	513-5393
COOLING CORES 6 FPI, CORROSION	524-1394
CAB TRIM, DELUXE (HMU)	538-2771
LINKAGE, STANDARD LIFT	538-2776
STEERING, WHEEL HMU	538-2796
JOYSTICK, 3V, HMU/FNR	539-6026
TIRES, 23.5X25 BR SMOOTH	540-4374
SEAT BELT, 3"	551-3397
LIGHTS, LED, PREMIUM	569-2124
ANTIFREEZE WINDSHIELD WASHER	0P-1939
STORAGE PROTECTION	0P-2918
INSTRUCTIONS, ENGLISH	0P-3380
PROTECTION, CYLINDER ROD	0P-3940

Description	Reference No
FUEL ANTIFREEZE, -25C (-13F)	0P-3978
ROLL ON-ROLL OFF	0P-6619
LANE 3 ORDER	0P-9003
ANTIFREEZE, -34C (-29F)	371-7064
LUBRICATION, MANUAL, STD/LOG	538-2788
REGIONAL PACKAGE, AM-N	543-3587

LIST PRICE	$405,370.70
LESS CITY OF OXNARD NJPA SOURCEWELL DISCOUNT 18%	$-72,966.73
MACHINE SUBTOTAL	$332,403.97
NVB FULL FIRE SUPPRESSION	$8,850.00
ROCKLAND 6 YARD CUSTOM BUCKET	$29,445.00
PREP	$1,500.00
FREIGHT	$1,000.00
SUBTOTAL	$373,198.97
LESS QUINN COMPANY DISCOUNT	$-4000.00
FULL MACHINE PRICE	$369,198.97
TAX	$28,612.92
TOTAL	$397,811.89

OPTIONAL: Pneumatic Tires Less $9,480.00

WARRANTY

Standard Warranty: 12 Months Full Machine

F.O.B/TERMS

Oxnard Earthmoving

FINANCING

Finance terms and conditions subject to credit approval by Caterpillar Financial Services Inc.(CFSC). Payment amounts, down payments, and terms are estimates only, final amounts must be determined by CFSC.

Accepted by _____ on _____

_____
Signature

Quote 129912-01

October 31, 2019

CITY OF OXNARD - DEL NORTE RECYCLING
ATTN JAMES TORREZ
111 S DEL NORTE BLVD
OXNARD
California
93030

Attention: James Torrez

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR INC. Model: 914M Wheel Loader

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Barry Tovey
Machine Sales Representative

CATERPILLAR INC. Model: 914M Wheel Loader

STANDARD EQUIPMENT

POWERTRAIN - Cat C4.4 ACERT Engine - -Common rail fuel injection - -U.S. EPA Tier 4 Final/ EU Stage 4 - Caterpillar NOx Reduction System - Fuel: Ultra Low Sulphur Diesel @ <15ppm - Engine Oil: Cj-4 - Electric fuel pump with 4 micron - filtration - S.O.S port, transmission oil - Hydrostatic transmission, - 20 km/h (12.5mpr/h - Lube for life universal joints - Forward - Neutral - Reverse on joystick - 100% locking differentials, whilst - moving - Air cleaner, radial seal, dual filters - Cooling fan, hydraulic on demand - Intergrated Cyclone pre-cleaner

HYDRAULICS - Two valve, single lever joystick - Diagnostic pressure taps - SOS port, hydraulic oil - Variable displacement piston pump,hystat - and implement.

ELECTRICAL - 150 Amp alternator - Single 850 CCA maintenance free battery - Roading lights - 12 volt direct electric starting - Battery disconnect switch

OPERATOR ENVIRONMENT - ROPS/FOPS cab, pressurised and sound - suppressed - Hydraulic control lever lockout - Electrohydraulic implement controls - Gauges - - Engine coolant temperature - - Hydraulic oil temperature - - Fuel level - - Speedometer - - Digital Hour meter - - DEF - Operator warning system indicators: - - Brake charge pressure low - - Engine malfunction - - Park brake applied - - Electrical system voltage flow - - Hydraulic oil filter bypass - - Action indicator - Seat - - Fabric or Vinyl - - adjustable height, backrest, armrest - - Seat belt, retractable - Heater/defroster - Wiper/washer (front and rear) - Tinted front glass,laminated - Adjustable steering column - Rear window defrost - Lockable Storage box with cup holder - Internal 12V power source - External 12V power source

FLUIDS - Extended life coolant antifreeze - Protected to -36C (-33F) hydraulic oil - Cat Advanced Hydo 10

OTHER STANDARD EQUIPMENT - Parallel lift, Optimised Z-Bar loader - Fenders, front and rear - Engine enclosure - lockable - Recovery hitch - Vandalism protection - locked service - points - REGIONAL STANDARDS(as required) - Chocks - bucket tooth or edge guard - Decals, roading speed - Reflectors, roading - Camara, rear view - Beacon

MACHINE SPECIFICATIONS

Description	Reference No
914M WHEEL LOADER	457-1486
914M WHEEL LOADER	457-1486
LANE 2 - AVAILABLE FROM LEICESTER FACTORY	
LANE 3 - AVAILABLE FROM LEICESTER FACTORY	
Standard machine with top speed of 12 mph (20 kph)	
SEAT BELT, RETRACTABLE 3"	236-8015
BEACON, ROTATING	260-5501
VALVE, DRAIN STD	308-0190
BUCKET, GP, 2.4 YD3, PO, BOCE	415-5927
LIGHTS, ROADING, RH DIP	423-5544
SECURITY SYSTEM, NONE	433-3258
TIRES, 17.5X25, FLEX, SOLID	443-7885
HYDRAULIC OIL, STANDARD	450-5405
ENGINE COOLANT, STANDARD	450-5406
HEATER AND AIR CONDITIONER	462-7111
POWERTRAIN, HI RIMPULL, 12MPH	462-7113
BATTERY, STANDARD	462-7342
ENGINE, C4.4, T4F, HRC	462-7420
CAB, DELUXE, SINGLE BRAKE	463-2090
STEERING, STANDARD	464-9682
LOADER ARR, PIN ON, STD LIFT	467-0398
HYDRAULICS, 2V/1L, STD/HI LIFT	470-6212
FEATURE PACKAGE, ROAD and LOAD	471-6763
ALARM, BACK-UP	474-1980
INSTRUCTIONS, ANSI	476-2741
3V QUICK DISCONNECT PUSH FIT	486-3775
LIGHTS, CAB, WORKING LED	496-9971
FENDER, DEFLECTORS	504-4713
CAMERA, REAR VIEW	504-4835
FUEL, STANDARD	524-5098
GUARD, FRONT LIGHTS	533-3604
GUARD, HITCH	539-1317
GUARD, POWERTRAIN	539-1318
GUARD, DRIVESHAFT	539-1319
GUARD, CRANKCASE	539-1321
SEAT, DELUXE	539-7204
RADIO, AM/FM BLUETOOTH	541-4413
LANE 3 ORDER	0P-9003
SERIALIZED TECHNICAL MEDIA KIT	421-8926
PRODUCT LINK, CELLULAR, PL240	508-0797

List Price	**$172,448.41**
LESS CITY OF OXNARD NJPA SOURCEWELL DISCOUNT 23%	**-$39,663.13**
MACHINE SUBTOTAL	**$132,785.28**
NVB FIRE SUPPRESSION	**$8,075**
PREP	**$1,500**
DELIVERY	**$800**
SUBTOTAL	**$143,160.28**
LESS QUINN COMPANY DISCOUNT	**-$2500**
FULL MACHINE PRICE	**$140,660.28**
TAX	**$10,901.17**
TOTAL	**$151,561.45**

WARRANTY

Standard Warranty: 12 Months Full Machine

F.O.B/TERMS

Oxnard Earthmoving

FINANCING

Finance terms and conditions subject to credit approval by Caterpillar Financial Services Inc.(CFSC). Payment amounts, down payments, and terms are estimates only, final amounts must be determined by CFSC.

Accepted by _____ on _____

_____
Signature

QUOTATION

QUINN LIFT

801 Del Norte Blvd.
Oxnard, CA 93030

PREPARED FOR	
Customer:	CITY OF OXNARD RECYCLING
Address:	305 W. 3rd ST
	OXNARD, CA 93030

REFERENCE	
Effective From:	1-17-2020
Effective To:	2-17-2020
Quote #:	419022 Rev#5
Account Manager:	John Ward
Direct Phone:	805-535-5464
E-mail:	john.ward@quinnlift.com

Quinn Lift, Inc. Key Advantages

Let us take care of the forklifts in your business, so you can concentrate on achieving your goals in your operation. We can deliver a full portfolio of products and services to help you because -

1. We can minimize your down time with 5 large parts warehouses supporting our dealership network, focused on next day delivery direct to our customers.
2. We focus on increasing productivity for every customer – with an extensive product range available from one company; we can provide you the best truck to meet your goals.
3. We have a strong focus on operator protection and product damage limitation, built right into the design of the trucks.

GP40N1 - 8,000 lb. Capacity LP Pneumatic Tire Lift Truck

HIGHLIGHTS

Uncompromising Performance

- Powerful GK45 4 Cylinder Engine
  - Maximum Torque 207 ft-lb @ 1200 rpm
  - Maximum Horsepower 97 Hp @ 2450 rpm
  - Throttle by Wire Accelerator (no cable)
  - High Efficiency Aluminum Cylinder Heads
  - Low vibration Dynamically Balanced
- Engine Protection System (EPS)
- Fuel saver mode reducing fuel consumption up to 14%
- Cyclone Air Filter
- High efficiency Aluminum Core Radiator
- Robust Powershift Automatic Transmission 2F/1R
- Transmission Oil Cooler
- Hydrostatic Power Steering
- Elevated Air Intake
- Maintenance Free Battery
- Premium long lasting Trelleborg Tires
- 500 Hour Service Intervals

Superior Operator Comfort

- Premium Full Suspension Grammer Seat
- Tilt Steering Column with Memory function
- Isolated (Rubber mounted) Key Components to reduce vibration
- Rubber floor mat
- Insulated Engine cover

GP40N1 - 8,000 lb. Capacity LP Pneumatic Tire Lift Truck

- Convenience tray with clipboard holder
- Separate Brake and Inching Pedals
- Elongated Grab handle Bar
- Open Step with Anti Slip Plate
- Electronic Direction Control
- Premium tires with 3 layers construction for an extra comfortable ride

Added Operator Protection and Awareness
- LED work lights
- Premium LCD/LED Display
- Presence Detection System (PDS)
- Dual Action Parking Brake Handle
- Ground speed control
- Password lock
- Anti-Restart Ignition Key Switch
- Transmission Return to Neutral for Start

CONFIGURATION		
CHASSIS	1	8,000 lb. Capacity LP Pneumatic Tire Lift Truck
RATINGS & STANDARDS	1	EPA Compliant
RATINGS & STANDARDS	1	UL Approved
MAST	1	187.0" MFH / 90.0" OAL / 42.0" FFH Triplex
POWERTRAIN	1	GK45 4.5L In line 6 Cylinder Gas and LPG Engine
POWERTRAIN	1	Two Forward And One Reverse Speed Transmission
DRIVE WHEELS / TIRES	1	Solid Pneumatic Single Drive Tires
STEER WHEELS / TIRES	1	Solid Pneumatic Steer Tires
CARRIAGE	1	47.0" Wide Hook Type Carriage
LOAD BACKREST	1	48" High Load Backrest
HYDRAULIC ACTIVATION	1	3-Section Valve With Fingertip Controls
HYDRAULIC HOSING OPTIONS	1	Single Function Internal Hosing -Triplex Mast
HYDRAULIC SYSTEM OPTIONS	1	Load Bearing Clamp Lockout FUW Fingertip Controls
OVERHEAD GUARD	1	Standard Overhead Guard - 90.5" To Top
OVERHEAD GUARD COVER	1	Tinted Thermoformed Overhead Guard Cover
PRODUCTIVITY OPTIONS	1	Engine Protection System
PRODUCTIVITY OPTIONS	1	Fuel Saver Mode
PRODUCTIVITY OPTIONS	1	Ground Speed Control
PRODUCTIVITY OPTIONS	1	Swing Down LP Tank Bracket
PRODUCTIVITY OPTIONS	1	Rear Grab Handle With Horn Button
SPECIAL APPLICATIONS OPTIONS	1	Dual Element Air Cleaner
SPECIAL APPLICATIONS OPTIONS	1	Elevated Air Intake Pre-Cleaner
SPECIAL APPLICATIONS OPTIONS	1	High Pass Through Radiator
WARNING / LIGHT OPTIONS	1	Electronic Back-up Alarm
WARNING / LIGHT OPTIONS	1	Two Forward LED Working Lights - OHG Mounted
WARNING / LIGHT OPTIONS	1	Rear LED Stop/Tail/Back-up Combination Lights
WARNING / LIGHT OPTIONS	1	Rear LED Working Light
WARNING / LIGHT OPTIONS	1	Amber Strobe Light - Mounted Below OHG
SEAT	1	Full Suspension Vinyl Seat
ACCESSORIES	1	Orange Seat Belt
ACCESSORIES	1	Rubber Floor Mat
ACCESSORIES	1	Dual Panoramic Rear View Mirror Kit
LP TANK	1	Steel LP Tank, Horizontal Fill - 43.5#
LANGUAGE MARKINGS	1	English Language Markings North/South America
ROTATOR	1	Cascade 65G-RRB-24B, 48" Forks

GP40N1 INVESTMENT SUMMARY				
QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	ACCEPTED
1	CAT 8,000 lb. Capacity LP Pneumatic Tire Lift Truck	$ 56,957.00	$56,957.00	
	SPECIFIED INVESTMENT TOTAL:		$56,957.00	

GP40N1 WARRANTY	
GP40N1	Standard Warranty - 12 Months/2000 Hours Full Coverage; 24 Months, 4000 Hours Powertrain

GP40N1 - 8,000 lb. Capacity LP Pneumatic Tire Lift Truck

HIGHLIGHTS

Uncompromising Performance
- Powerful GK45 4 Cylinder Engine
  Maximum Torque 207 ft-lb @ 1200 rpm
  Maximum Horsepower 97 Hp @ 2450 rpm
  Throttle by Wire Accelerator (no cable)
  High Efficiency Aluminum Cylinder Heads
  Low vibration Dynamically Balanced
- Engine Protection System (EPS)
- Fuel saver mode reducing fuel consumption up to 14%
- Cyclone Air Filter
- High efficiency Aluminum Core Radiator
- Robust Powershift Automatic Transmission 2F/1R
- Transmission Oil Cooler
- Hydrostatic Power Steering
- Elevated Air Intake
- Maintenance Free Battery
- Premium long lasting Trelleborg Tires
- 500 Hour Service Intervals

Superior Operator Comfort
- Premium Full Suspension Grammer Seat
- Tilt Steering Column with Memory function
- Isolated (Rubber mounted) Key Components to reduce vibration
- Rubber floor mat
- Insulated Engine cover
- Convenience tray with clipboard holder
- Separate Brake and Inching Pedals
- Elongated Grab handle Bar
- Open Step with Anti Slip Plate
- Electronic Direction Control
- Premium tires with 3 layers construction for an extra comfortable ride

Added Operator Protection and Awareness
- LED work lights
- Premium LCD/LED Display
- Presence Detection System (PDS)
- Dual Action Parking Brake Handle
- Ground speed control
- Password lock
- Anti-Restart Ignition Key Switch
- Transmission Return to Neutral for Start

GP40N1 - 8,000 lb. Capacity LP Pneumatic Tire Lift Truck

CONFIGURATION		
CHASSIS	1	8,000 lb. Capacity LP Pneumatic Tire Lift Truck
RATINGS & STANDARDS	1	EPA Compliant
RATINGS & STANDARDS	1	UL Approved
MAST	1	187.0" MFH / 90.0" OAL / 42.0" FFH Triplex
FORKS	1	2.0" X 6.0" X 48" Hook Type - Pallet
POWERTRAIN	1	GK45 4.5L In line 6 Cylinder Gas and LPG Engine
POWERTRAIN	1	Two Forward And One Reverse Speed Transmission
SIDESHIFTER	1	47" Wide ITA Class III Hang-On Sideshifter
DRIVE WHEELS / TIRES	1	Solid Pneumatic Single Drive Tires
STEER WHEELS / TIRES	1	Solid Pneumatic Steer Tires
CARRIAGE	1	47.0" Wide Hook Type Carriage
LOAD BACKREST	1	48" High Load Backrest
HYDRAULIC ACTIVATION	1	3-Section Valve With Fingertip Controls
HYDRAULIC HOSING OPTIONS	1	Single Function Internal Hosing -Triplex Mast
OVERHEAD GUARD	1	Standard Overhead Guard - 90.5" To Top
OVERHEAD GUARD COVER	1	Tinted Thermoformed Overhead Guard Cover
PRODUCTIVITY OPTIONS	1	Engine Protection System
PRODUCTIVITY OPTIONS	1	Fuel Saver Mode
PRODUCTIVITY OPTIONS	1	Ground Speed Control
PRODUCTIVITY OPTIONS	1	Swing Down LP Tank Bracket
PRODUCTIVITY OPTIONS	1	Rear Grab Handle With Horn Button
SPECIAL APPLICATIONS OPTIONS	1	Dual Element Air Cleaner
SPECIAL APPLICATIONS OPTIONS	1	Elevated Air Intake Pre-Cleaner
SPECIAL APPLICATIONS OPTIONS	1	High Pass Through Radiator
WARNING / LIGHT OPTIONS	1	Electronic Back-up Alarm
WARNING / LIGHT OPTIONS	1	Two Forward LED Working Lights - OHG Mounted
WARNING / LIGHT OPTIONS	1	Rear LED Stop/Tail/Back-up Combination Lights
WARNING / LIGHT OPTIONS	1	Rear LED Working Light
WARNING / LIGHT OPTIONS	1	Amber Strobe Light - Mounted Below OHG
SEAT	1	Full Suspension Vinyl Seat
ACCESSORIES	1	Orange Seat Belt
ACCESSORIES	1	Rubber Floor Mat
ACCESSORIES	1	Dual Panoramic Rear View Mirror Kit
LP TANK	1	Steel LP Tank, Horizontal Fill - 43.5#
LANGUAGE MARKINGS	1	English Language Markings North/South America

GP40N1 INVESTMENT SUMMARY

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	ACCEPTED
1	CAT 8,000 lb. Capacity LP Pneumatic Tire Lift Truck	$ 49,353.00	$49,353.00	
	SPECIFIED INVESTMENT TOTAL:		$49,353.00	

GP40N1 WARRANTY

GP40N1	Standard Warranty - 12 Months/2000 Hours Full Coverage; 24 Months, 4000 Hours Powertrain

ACCEPTANCE AS CONTRACT OF SALE

Authorized agent understands and agrees to the Terms and Conditions as included with this Quote

CITY OF OXNARD RECYCLING	Quinn Lift, Inc.
Authorized Agent Signature	Authorized Agent Signature
Date Signed	Date Signed
Printed name	John Ward Printed name
Title/Position	Sales Representative Title/Position
Customer Purchase Order Number	

Please consult with your accountant, tax professional, or equivalent to confirm characterization of equipment and tax implications. Other financing options and terms may be available (including financing sales tax). Please consult with your product specialist representative for additional financing options.

Terms: Net Due Upon Delivery or Finance
All prices quoted subject to applicable taxes, availability, and change without notice.

Email: Steven.Rogers@MCFA.com Phone: 713-365-1785

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: Mitsubishi Caterpillar Forklift America

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
Section 3.F. – 3.3.5/pg. 10	**Warranty:** The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty.	**Warranty:** The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered ~~by the industry standard or better~~ in accordance with Proposer's Warranty Certificate submitted and incorporated as part of Vendor's proposal.	Accepted.
Section 3.F. – 3.3.6/pg. 10	**Additional Warrants:** In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.	**Additional Warrants:** ~~In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.~~	Accepted.
Section 5.L. – 5.51/pg. 17	Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member.	Delivered products must be properly packaged. Except as provided for herein, damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within ~~a reasonable time~~ five (5) business days of NJPA's or NJPA Member's determination of any damage at no cost to NJPA or NJPA Member; provided that, Vendor is unable to timely repair or replace the damaged product.	Accepted.
Section 5.L. – 5.54/pg. 18	Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.	**5.54** Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition~~.~~; provided that, the NJPA Member has timely inspected and notified Proposer ~~must arrange for the return shipment of the damaged products~~ in accordance with Section 5.51 of any defects or inoperable conditions.	Accepted.
Section 6.H. – 6.27/pg. 23	Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.	…must not be less favorable to NJPA's Members. Notwithstanding the foregoing, in no event will Vendor be obligated to accept and fulfill a purchase order for the submitting NJPA Member that materially deviates from the terms and conditions set forth in this Contract.	See below.

LEGAL Initials 12/9/16 Date

Section 7.A. Post-Award Operating Issues – 7.5/pg. 25	**Performance Bond**: Each Member has the final decision on purchase order continuation.	Each Member has the final decision on purchase order continuation with respect to a lack of a required performance bond.	Accepted.
Section 7.H. Contract Termination for Cause and Without Cause – 7.13/pg. 26	NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.	NJPA reserves the right to cancel all or any part of this Contract for cause if the Vendor ~~fails~~ materially breaches this Contract for failing to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a ~~reasonable opportunity~~ minimum of fourteen (14) days ("Cure Period") to cure the material breach. The following are some examples of material breaches.	Accepted with a 10 business day cure period.
Section 7.H. Contract Termination for Cause and Without Cause – 7.14/pg. 27	Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately.	Upon receipt of the written notice of the material breach, the Vendor will have ten (10) business days to ~~provide a satisfactory response to NJPA~~ respond to the notice of breach with Vendor's proposed remediation or course of action. If the Vendor fails to reasonably address all issues in the written notice within the Cure Period, NJPA may terminate the Contract immediately.	Accepted.
Section 7.H. – 7.19 (**new section**)	N/A	**7.19** Notwithstanding anything to the contrary herein, in no event will termination of this Contract by NJPA or the applicable NJPA Member negatively affect, diminish or modify any in-progress or existing purchase orders of Vendor solely as it relates to customized or non-standard Products.	Accepted.
Section 8.B. General Terms and Conditions – Applicable Law – 8.11 (**new section**)	N/A	**No Liability for Consequential or Indirect Damages: NEITHER PARTY, NOR ITS REPRESENTATIVES, WILL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, LOST PROFITS OR REVENUES, ARISING OUT OF RELATING TO ANY BREACH UNDER THIS CONTRACT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY THE AFFECTED PARTY OR COULD HAVE BEEN REASONABLY FORESEEN BY THE NON-AFFECTED PARTY REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.**	Accepted.
Section 8.C. General Terms and Conditions – Assignment of Contract – 8.11/pg. 28	No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA.	No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA which shall not be unreasonably withheld, delayed or conditioned.	Accepted.
Section 8.C. General Terms and Conditions –Assignment of	NJPA reserves the right to reject the acquiring entity as a Vendor.	NJPA reserves the right to reject the acquiring entity as a Vendor if such acquiring entity fails to meet NJPA's creditworthiness standards.	Rejected.

6.27: Neither NJPA, NJPA Members or Vendor may propose terms which materially deviate from the terms and conditions of the Contract.

LEGAL Initials 12/9/14 Date

Contract Award
RFP #101816

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

FORKLIFTS, LIFT TRUCKS, AND RELATED MATERIAL HANDLING EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for FORKLIFTS, LIFT TRUCKS, AND RELATED MATERIAL HANDLING EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Mitsubishi Caterpillar Forklift Date: 10-31-2016

Company Address: 2121 West Sam Houston Parkway North

City: Houston State: TX Zip: 77043

Contact Person: James Gully Title: General Manager

Authorized Signature: James Gully
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 101816-MCF

Proposer's full legal name: Mitsubishi Caterpillar America Forklift Inc. (MCFA)

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be December 15, 2016 and will expire on December 15, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on December 15, 2016

NJPA Contract # 101816-MCF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Mitsubishi Caterpillar Forklift America Inc.

Authorized Signatory's Title Director of Sales

VENDOR AUTHORIZED SIGNATURE

John Sveddan
(NAME PRINTED OR TYPED)

Executed on 14th Dec, 2016

NJPA Contract # 101816-MCF

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Mitsubishi Caterpillar Forklifts America

Address: 2121 West Sam Houston Parkway North

City/State/Zip: Houston, TX 77043

Telephone Number: 713-365-1000

E-mail Address:

Authorized Signature:

Authorized Name (printed): James Gully

Title: General Manager

Date: 10-31-2016

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Mitsubishi Caterillar Forklift America (MCFA)

Questionnaire completed by: Steven Rogers and Victor Salcedo

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)? Net 30 days

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.

   Yes, through our financing partner DLL Commercial Finance. They will conduct a financial assessment and, based on the results, will provide appropriate financing options.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

   Your assigned Dealer and Dealer Representative (Dealer Rep) will work with the local NJPA customer to conduct an application survey to determine the proper material handling equipment for the facility. Your Dealer Rep will prepare a quote for NJPA's customer utilizing our CRM system, which is used to manage all of our quoting and quote-to-order activity. All quotes accepted by the customer will electronically convert from our CRM system into our Manufacturing ERP system as initiated by your Dealer Rep. This step will include final verification of all specs within the quote with prior to placing the order on the factory. NJPA's customer will also have an assigned MCFA Account Coordinator (AC) who will ascertain the factory order acknowledgement and associated Committed Ship Date (CSD) from our factory and communicate this information back to you and the Dealer rep as well.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

   Because the equipment will be purchased through our MCFA dealers, we will defer this question to our independent dealers. Each dealer has various financing options, but these options vary.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

Warranty statements are avialble online at www.mcfadealers.com and also attached to this file. MCFA will reimburse the servicing dealer for reasonable labor performed in fulfilling MCFA warranty obligations during the period specified in the warranty statement. New lift trucks purchased by the user are covered by MCFA warranty.

The warranty period is a single total period, and the warranty commitment is fulfilled by making repairs or replacements within that period. The standard lift truck warranty period for new MCFA product is outlined in the appropriate warranty statement for each model or brand. The warranty period starts with the warranty start date as indicated on the delivery report. MCFA warrants that each new lift truck sold by MCFA shall be free from defects in material and workmanship.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Complete warranty statement attached. In general this warranty requires proper and timely maintenance and periodic inspections of the lift truck as indicated in the operators's manual furnished with the lift truck.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Yes, 1.5 hour travel time for U.S. and Canadian customers.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs?

MCFA has dealers and certified technicians throughout North America. In very remote locations, there may be local arrangments regarding partnership with another dealer, etc. MCFA can be contacted for more clarification on a case-by-case basis.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

MCFA is the manufacturer.

6) Describe any service contract options for the items included in your proposal.

There are various service contracts available from our MCFA dealers. Because rates vary by region, it would be best for the NJPA member to contact their local MCFA dealer for more details.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

MCFA can nationally and globally offer NJPA the broadest line of material handling equipment across all five ITA classes of product under the Cat lift truck, Mitsubishi forklift and Jungheinrich brands of equipment. In addition to traditional forklift equipment, we also manufacturer and globally provide multiple types of automated guided vehicles for a wide array of applications within manufacturing and distribution operations.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Pricing addendum attached.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Pricing addendum attached.

10) The pricing offered in this proposal is

_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

___X___c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

High volume discounts (10+ units) may be available as a joint offer between MCFA and our MCFA dealer. Because the price range of our products vary so greatly, we will discuss each opportunity with our MCFA dealer on a case-by-case basis.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

MCFA can offer Custom Shop Modification (CSM) options on most of our products. Because the range of custom options are so many, and because some customers have very specific requirements, we handle such requests on a case-by-case basis through our MCFA dealers. Our dealer will submit a request to confim that the item can be installed on the truck without issue. After that, a quote will be generated based on the amount of engineering, labor, materials, and other factors needed to cover such costs plus a small business markup of the item(s) being quoted.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Factory freight, local transportation, and dealer preparation are not included in these costs, as these costs vary by distance, regional labor costs, etc. Please

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

A MCFA flat rate pricing matrix is included for your review.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

MCFA uses a flat rate matrix based on region and forklift capacity.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

(None)

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

MCFA will be monitoring sales to NJPA members via a regular internal audit process. Dealers will utilize a code that will enable them to sell the unit with special discounting to the NJPA member. On a monthly basis MCFA will conduct the audit within our system to identify these sales. The revenue of these sales will be provided to NJPA per the contract (quarterly basis), and paid in a timely manner according to the contract terms.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

1.5% of equipment unit sales revenue (excluding freight, taxes, or other non-revenue fees) of the first 50 units sold through the program. After 50 units, we will increase the amount to 2% of equipment units sales revenue (excluding

freight, taxes, and other non-revenue fees). This graduated percentage is an incentive for all parties to promote and make the program a success ahead of the next term contract opportunity.

Industry-Specific Questions

19) What is your US market share for the solutions you are proposing in this response? What is your Canadian market share, if any?
MCFA's market share is 12% to 15% in North America including Canada.

20) What is the average operating cost per hour of an electric truck operating inside a warehouse?

Average cost is $1.10 per hour

21) What is the average operating cost per hour of an engine-powered truck operating in an outside yard setting?

Average cost id $1.75 per hour

22) Do you provide preventive, periodic or full maintenance plans/programs for the solutions you are proposing in this response? If so, provide a recommended service & maintenance agreement for a periodic/preventive and/or full maintenance plan. What are recommended service intervals?

Maintenance services available include: Time and Material, Planned Maintenance Basic (flat rate labor only), Planned Maintenance Comprehensive (one amount to include labor, materials and environmental fees), Full Maintenance (all planned and un-planned maintenance less avoidable damage, tires, forks and seats), Complete Maintenance (all planned and un-planned maintenance including avoidable damage, tires, forks and seats less sentinel and persistent events) , These programs are executed via MCFA's dealer network supplying consistent performance to every customer location. Our products have a 500 hour recommended service interval.

23) Identify any additional costs not included in the cost of the equipment, such as pre-delivery or installation inspections.

Pre-delivery and installation is not included in the price as these costs vary by regional labor costs. Pre-delivery cost (with no truck modifications made after being built at our factory) is usally a nominal fee and usually does not exceed 2% of equipment cost.

For installation costs, some of our more sophisticated (but extremely efficient and productive) warhouse models may require specialized site survey(s), guidance-related installations, etc. Facility floor condition may also be a factor that can affect cost. The local MCFA dealer can explain more about how these costs may relate to a particular model being quoted.

24) Describe any training and/or certification programs related to this proposal, such as OSHA training, safety training, or technician certification.

The MCFA dealer network has over 7,500 trained service technicians and are measured on their ability to maintain a 90% or better first time fix on service calls. MCFA's Service technicians are required to complete 12 hours of service training on our e-Learning Management System [this is tracked] prior to any instructor led classes.
Depending upon the product [IC/Electric/Both], they are required to pass [2] 3-4 day instructor led classes to reach the basic level. Once the basic level is attained, there are [3] levels of certification which require an addition 2-3 instructor led classes. Once certified, they are required to complete X hours [depending upon product/skill level] on eLMS system as well as a minimum as X instructor led classes [depending upon product/skill level] annually to maintain the certification.

25) Is your warranty program handled directly, or does it require a pass through to another manufacturer?

Directly.

26) What is your parts order fill rate?

MCFA maintains a 98% fill rate on emergency orders and the majority of our dealers maintain parts fill from inventory in the 90-95% completion.

Signature: _____ Date: 10/31/2016

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: Caterpillar Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
8.11 / page 29	Assignment of Contract	Notwithstanding the Terms of Section 8.11, Caterpillar shall be permitted to subcontract certain of its duties to Cat dealers for performance. *	Sourcewell accepts
Section Q / page 32	Provisions for non-federal entity procurements under federal awards or other awards; airport improvement program provisions	Section Q shall be deleted in its entirety. However, Caterpillar Dealers will review individual transactions that may implicate certain provisions within section Q on a case by case basis as required. *	Sourcewell accepts

*Please see page 2 of this form for comments regarding this exception request.

Proposer's Signature: Peter C Redpath **Date:** 3/13/19

Sourcewell's clarification on exceptions listed above:

LEGAL
HCP
Initials
May 3, 2019
Date

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Caterpillar Comments on Exception Requests:

Exception to 8.11

Because we rely on our dealer network to work closely with customers to execute the terms of this agreement, we want to clarify that we may subcontract these obligations to them. This is how we are operating today to the satisfaction of all involved and we intend for this strong, close, and effective relationship to continue.

Exception to Section Q

In many situations we will be willing to comply to these terms. However, it is impossible to provide a blanket acceptance as each transaction is unique. For example, the Buy American provision referenced in 8.43 will be acceptable for some products and not for others depending on the source of production. By looking at each transaction individually we can ensure careful consideration. It is our desire to earn this business and when we are able to comply we will honor the terms specific to the transaction.

Contract Award
RFP #032019

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Caterpillar Inc. Date: 3/6/19

Company Address: 100 NE Adams Street

City: Peoria State: IL Zip: 61629

CAGE Code/DUNS: 11083/944204924

Contact Person: Patty Redpath Title: Governmental Account Manager

Authorized Signature: Patrick Kearns
(Name printed or typed)

Caterpillar: Confidential Green

FORM E

CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C6FD2A139D06489...
SOURCEWELL DIRECTOR OF OPERATIONS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc

Authorized Signatory's Title North American Industry Manager

VENDOR AUTHORIZED SIGNATURE

Patrick Kearns
(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

Caterpillar: Confidential Green

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Caterpillar Inc.

Address: 100 NE Adams Street

City/State/Zip: Peoria, IL 61629

Telephone Number: 309-675-1000

E-mail Address: Cat_Governmental@cat.com

Authorized Signature: Patrick K

Authorized Name (printed): Patrick Keane

Title: North America Industry Manager

Date: 3/6/19

Notarized

OFFICIAL SEAL
JODY R. MCKENZIE
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Feb 2, 2020

Subscribed and sworn to before me this 6th day of March, 20 19

Notary Public in and for the County of Peoria State of Illinois

My commission expires: February 2, 2020

Signature: Jody R. McKenzie

Caterpillar: Confidential Green

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Caterpillar Inc.

Questionnaire completed by: Patty Redpath

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

   Our dealers accept payment from members and their terms may vary. The most common term is net 30.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

   Yes. We offer both leasing and financing options to governmental members of Sourcewell at rates **lower** than available to the general public.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

   Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:

   1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer.
   2) The Cat dealer then accepts the PO, issues the invoice, accepts payment, and delivers the machine.
   3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claim with Caterpillar.
   4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administration fee.

   Important Note: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement/PA should be executed between the member and the Cat dealer directly.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

   Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

  Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts, and labor with fewer exclusions than our competitors. Please see **Attachment D** for details.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

  We do not impose usage restrictions. We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

  The Caterpillar warranties cover the cost of replacement parts and the labor to install them, they do not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

  We have no restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where is it located.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

  Warranty service for on machines ordered from a Caterpillar facility is generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.

- What are your proposed exchange and return programs and policies?

  We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.

6) Describe any service contract options for the items included in your proposal.

We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available, and we encourage members and dealers to explore all options.

1) Equipment Protection Plans (Extended Service Coverage/Cat Insurance)

   After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:

   a) Powertrain
   b) Powertrain + Hydraulics

c) Powertrain + Hydraulics + Technology
d) Premier

A description of all these options is included in **Attachment E**.

Important note: The purchase price for these Extended Service Coverage plans is **lower** for governmental agencies than it is for private buyers.

2) Customer Service Agreements (CSAs)

A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.

The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CSAs are a useful tool to manage expenses. Most CSAs are bundled at the time of purchase; however, they may be added at any time.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

We are offering the new machine and work tool product lines as set forth in this proposal. This includes nearly 200 machine choices and more than 200 types of work tools.

In addition to new machines and work tools, we are happy to offer members access to rental machines, used machines, parts, service, extended service coverage plans, CSAs, products from Cat Safety Services, sourced goods, and open market items.

We understand that each member's needs will vary, and we are proud to supply a complete solution from the industry's largest product line.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Our pricing model is simple. We offer a deep discount off the current machine and work tool list prices to all Sourcewell members.

We have provided base machine pricing in **Attachment F.** However, for execution of the agreement we will ask our dealers and Sourcewell members to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the agreed upon stated minimum discount to that configured List Price amount. Dealers and members should remember to factor in any expected price increases if a machine will be built to order.

Attachment G shows the discount offered for each new machine.

Additionally, we are pleased to offer a discount of 15% off all products and consulting services under the Cat Safety Services Umbrella; and 5% off our Technology Enabled Safety Solutions.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Our discount range varies between 3% and 30%. It's important to note that discount comparisons between different machines cannot be considered an apple-to-apples comparison. Caterpillar product managers have broad leeway in product pricing, and there are some significant variations on pricing strategy. For example, a discount of 10% on Product A, may be equivalent to a 20% discount on Product B. The discounts offered to Sourcewell members are better than what is widely available to non-member/private purchasers.

10) The pricing offered in this proposal is

_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

____X___c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and/or services at their discretion.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these goods or services will represent fair market value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process.

Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in the quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size, others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any additional costs will be itemized separately and are not subject to the Sourcewell discount.

14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

There is no additional cost to members who choose to pick up their machine from the Cat dealer. Dealers may charge fees for delivery to the member's location.

15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the member's location.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Machines are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance.

Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process is working well.

- To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer-facing pricing pages. Dealers integrate these numbers automatically in their quoting software.
- To ensure new machine and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy.
- After month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting.
- After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.

18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We would be pleased to offer an administration fee of 0.50% of net dealer revenue on the sales of new machines and work tools. Caterpillar will pay this fee and will not ask members or dealers to bear any additional burden.

Industry-Specific Questions

19) Describe any industry-specific quality management system certifications obtained by your organization.

Throughout the history of Caterpillar, we've produced reliable, durable products our customers have been able to count on for many years...if not decades. This reliability and durability is foundational to our brand. We measure ourselves on both defects and durability. Defects are issues that prevent a machine or any part of it from performing as intended within the first year of service. Durability is defined as the actual achieved life of a machine or component. We pride ourselves on leading the industry.

Specifically, as it relates to this question, the below list shows our current quality certificates:

03 - Thin Film Coating Center, Mossville (IL), USA - CQMS / ISO9001:2015 Certificate (Exp date: 09-Mar-2019)
05 - Caterpillar Global Machine Development - Peoria Proving Ground, Peoria (IL), USA - ISO17025:2005 (Expiry date 31-Jan-2021)
06 - Caterpillar Inc., Cast Metals Organisation, Mapleton (IL), USA - ISO9001:2015 (Expiry date 24-Apr-2021)
08 - Caterpillar Inc., - SOS Services Laboratory (Main Multi-site), Peoria, IL, USA - ISO9001:2015 (Expiry date 29-Nov-2020)
12 - Caterpillar Inc. - Matl Handling & Underground Div. (Aurora), Montgomery IL, USA ISO9001:2015 Certificate. (Exp: 23-Feb-2020)
13 - Caterpillar Inc.- Construction and Mining Equipment (HQ), Decatur (IL), USA - ISO9001:2015 Certificate. (Exp date: 26-Oct-2021)
16 - Caterpillar Inc. - East Peoria (Multi-Site - TTT), Tractor Drive, East Peoria (IL), USA - ISO9001:2015 Certificate (Exp: 30-Nov-2019)
28 - Caterpillar Brasil Limited, Campo Largo, Brasil - ISO9001:2015 (Exp date: 23-Jul-2020)
28 - Caterpillar Brasil Ltda., Piracicaba, Brasil - ISO9001:2015 Certificate (Exp date: 19-Mar-2021)
29 - Caterpillar Engine Systems Inc. (HQ), Pontiac (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
40 - Caterpillar Engine Systems Inc., Mossville (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, Mossville (IL), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, San Antonio (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, Schertz (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
41 - Caterpillar Powertrain & Hydraulics - Systems Development, Mossville (IL), USA - ISO17025:2005 (Expiry date 31-Dec-2019)
41 - Global Engine Development - North America, Mossville, IL 61552, USA - ISO17025:2005 (Exp Date: 31-Aug-2019)
68 - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Corinth (MS), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
68 - Caterpillar Inc. Remanufacturing Services (HQ), Corinth, MS 38834, USA, ISO 9001:2015 (Exp Date: 19-Jun-2020)
7P - Perkins Motores Do Brasil LTDA, Curitiba, BRASIL - CQMS:2015 / ISO9001:2015 Certificate (Expiry date 05-Oct-2020)
88 - Caterpillar Inc. Lafayette Engine Center, Lafayette (IN), USA - ISO9001:2015 Certificate (Expiry date 04-Feb-2021)
89 - Caterpillar Mexico S.A. de C.V. (Monterrey), Nuevo Leon, Mexico 66350 - CQMS:2015/ISO 9001:2015 Certificate (Exp: 12-Jul-2019)
92 - Caterpillar Midwest Logistics Center (Champaign), Illinois - ISO 9001:2008 (Exp Date: 29-Jan-2018)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 1), Mexico - ISO 9001:2015 (Exp: 19-Jun-2020)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 3), Mexico ISO9001:2015 Certificate (Exp: 19-Jun-2020)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (ORADEL), Mexico ISO9001:2015 Certificate (Exp. 19-Jun-2020)
CP - Caterpillar Global Machine Development - Tucson Proving Ground, Tucson (AZ), USA ISO17025:2005 (Expiry date 31-Jan-2020)
DQ - Caterpillar Inc. Building Construction Products Division, Clayton (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
FJ - Anchor Coupling (Menominee), Menominee (MI), USA ISO9001:2015 (Expiry date 22-Jan-2021)
HL - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Prentiss (Boonville - MS), USA ISO9001:2015 Certificate (Exp. 19-Jun-2020)
HP - Caterpillar Dyersburg, Tennessee - ISO9001:2008 Certificate. (Expiry date 14-Sep-2018)
HZ - Caterpillar Inc., Industrial Power Systems Division, Sequin (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
JA - Caterpillar Inc. Building Construction Products Division, Sanford (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
JL - Caterpillar Inc. - Precision Pin Products Group, Sumter (SC), USA - ISO9001:2015 (Expiry date 22-Oct-2018)
JQ - Caterpillar Inc. Building Construction Products Division, Athens (GA), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
LE - Caterpillar Inc., Griffin Generators, Griffin (GA), USA - ISO9001:2015 Certificate. (Expiry date 03-Mar-2021)
LS - All Caterpillar Newberry LLC Facilities - DNV ISO 9001:2008 (Exp Date: 15-Sep-2018)
M5 - Caterpillar Inc. Building Construction Products Division (HQ), Cary (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
MC - Caterpillar Inc. Building Construction Products Division, Torreon, MEXICO - ISO9001:2015 (Expiry date 06-Jul-2021)
N4 - Advanced Components and Technologies, Mossville (Il), USA - ISO 9001:2015 Certificate (Exp Date: 24-May-2019)
PE - Caterpillar Inc. (Remanufacturing Site Specific Certificate), West Fargo (ND), USA ISO9001:2015 Certificate (Exp: 19-Jun-2020)
PV - Perkins Shibaura Engines LLC, Griffin (GA), US ISO9001:2015 (Expiry date 31-Jan-2020)
QR - Caterpillar Global Mining - Houston PA - ISO 9001:2008 (Exp Date 15-Sep-2018)
R8 - Caterpillar Inc. / Paving Products / Minneapolis, (MN), USA - ISO 9001:2015 Certificate (Exp Date: 27-Nov-2020)
T3 - Solar Turbines Europe S.A. – Oil and Gas, Avenue de Finlande, Braine L'Alleud, Belgium - ISO 9001:2015 Certificate (Exp. 22-Sep-2020)
T3 - Solar Turbines Inc. (Packaging Systems Operations), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
T3 - Solar Turbines Inc. (Power Generation), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 10203 Sam Houston Park Drive, Houston TX, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9250 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9280 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9330 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Pkg Systems Operations (HQ), 4200 Ruffin Road, San Diego CA, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Pkg Systems Operations, Teran-Teran 20120 Int., Tijuana (BC), Mexico - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Power Generation, 4180 Ruffin Road, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp : 22-Sep-2020)
T3 - Solar Turbines Inc. - Turbofab, DeZavala Road, Channelview (TX), USA - ISO9001:2015 Certificate (Expiry date 23-July-2021)
T3 - Solar Turbines Inc., - Construction Services, Houston (TX), USA - ISO9001:2015 Certificate (Exp Date: 07-Jul-2021)
T3 - Solar Turbines Inc., - Desoto Overhaul Operations, Desoto (TX), USA - ISO9001:2015 Certificate (Expiry date 24-Aug-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod, W Seattle Street, Broken Arrow OK, USA - ISO9001:2015 Certificate (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Ruffin Road, San Diego (CA), USA - ISO9001:2015 Cert. (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Sky Park Ct, San Diego (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gear Systems / Superior Gear, Gardena (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 1, Chilpancingo, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)

T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 2, Ciudad Ind Otay, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)
T3 - Solar Turbines Incorporated, Mabank (TX), USA - ISO9001:2015 Certificate (Expiry date 04-Aug-2021)
T3 - Solar Turbines Switzerland Sagl, 6595 Riazzino, Switzerland - ISO9001:2015 Certificate (Expiry date 08-May-2018)
UD - Denison, TX -Caterpillar Global Mining LLC-ISO 9001:2008 (Exp Date: 03-Aug-2020)
UH - Caterpillar Acuna - Construction and Mining Equipment, Ciudad Acuna, Coahuila, Mexico - ISO9001:2015 Certificate. (Exp: 26-Oct-2021)
UH - Caterpillar Inc. - Acuna, Coahuila, MEXICO - ISO9001:2015 Certificate (Expiry date 26-Oct-2018)
UJ - Caterpillar - North Little Rock, North Little Rock (AR), USA - CQMS:2015 / ISO 9001:2015 Certificate (Exp Date: 05-Jun-2019)
XO - Anchor Coupling (Goldsboro), Goldsboro (NC), USA - ISO 9001:2015 (Exp date: 20-Dec-2018)
XY - Caterpillar Reynosa S.A. de C.V., Reynosa, Tamaulipas, Mexico - ISO9001:2015 Certificate (Exp date: 03-Oct-2020)
YP - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Franklin (IN), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
YV - Caterpillar Surface Mining and Technology, South Milwaukee (WI), USA - ISO9001:2015 (Expiry date 04-Jun-2021)
ZZ - Caterpillar Inc. - Advanced Components Manufacturing (Hydraulic Cylinders), Sumter (SC), USA - ISO9001:2015 Cert (Exp: 28-Mar-2020)

20) Describe any environmental management system certifications obtained by your organization.

We described our "green initiatives" more completely in Form A, Question 29. To be specific regarding ISO standards, we are listing here the plants that are certified to ISO 14001:2004 Environmental Management System:

Plants certified with ISO 14001:2004 Environmental Management System
Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018
Anchor Coupling - Menominee - ISO 14001:2015 - Jan. 2021
Gen Sets - Newberry - ISO 14001:2004 - Nov. 2017
Mapleton - 14001:2004 self-certification - issued January 2013
Reman Services - Corinth, MS - ISO 14001:2015 - Sept. 2021
Reman Services - Franklin - ISO 14001:2004 - May 2017

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Caterpillar understands the value to the customer of a well-defined preventive maintenance plan. Each machine we sell has very clear and detailed instructions for routine maintenance. We find that some customers prefer to do the maintenance themselves, others want our dealers to track and perform the service.

For customers who retain maintenance responsibilities, we have several tools available to facilitate that. As an example, My.Cat.Com makes it easy for customers to access critical information about their fleet.

STARTER CONNECTIVITY: If the customer purchases a machine with a factory-installed Product Link device, the customer will receive Cat Daily connectivity at no cost (for seven years on Building Construction Products machines; 12 years on Global Construction & Infrastructure machines). Cat Daily provides basic information once per day via My.Cat.Com or via a mobile app as described below.

My.Cat.Com users have access to:

- Equipment location
- Hours
- Diagnostic and operational events
- Fuel burn
- Dealer work orders
- Parts lists and Preventive Maintenance Checklists
- Parts ordering
- Safety service letters
- Rental documentation
- Warranty information

- Operation and maintenance manuals
- Preventive maintenance alerts and scheduling
- Cat Inspect outcomes
- S-O-S fluid analysis results

A subset of this information is also available in the Cat App: Fleet Management (IOS and Android).

In some situations, information available through My.Cat.Com provides an agency with sufficient data. But sometimes the equipment manager/public works director wants a more comprehensive view of their assets and/or the ability to manage an entire fleet. To meet that need, Caterpillar offers VisionLink—a powerful, flexible platform with enhanced capabilities, like customizable reports and notifications, that makes it easier to optimize productivity, manage assets and reduce costs.

ADVANCED CONNECTIVITY TRIAL: For any construction machine with a Product Link device, the customer will receive a six-month complimentary VisionLink Essentials trial. After the trial period ends, customers may elect to continue access at several different levels:

- **VisionLink Daily** – offers convenient, affordable, once-a-day telematics information. Ideal for customers who only need once-per-day reporting
- **VisionLink Basic** – provides basic asset management features including hour and location monitoring as well as geographic fencing and maintenance management. Recommended for machines that only report hours, where data updates and related features are needed more frequently than once per day.
- **VisonLink Essentials** – includes all the features of Basic plus health, utilization, and productivity features with frequent data updates. Ideal for customers needing up-to-date information about site operations, productivity, asset location, and operator performance, as well as timely notification of issues as they occur.

Another free app we offer is designed to help customers focus on safety and preventive maintenance. The "Cat Inspect" app offers multiple features geared to make regular machine inspections simple and useful.

- **Daily Walkaround** inspections are designed primarily for operators who are guided where to look on their particular machine and allows them to document and report any abnormalities.
- **Preventive Maintenance** inspections are more in-depth and are designed for customer or dealer technicians to inspect components for signs of wear and to ensure that all recommended preventive maintenance procedures are completed and recorded.
- **Technical Analysis** inspections are the most in-depth and are normally used once per year or when a machine is at the end of a customer's ownership period.

This app includes the ability to take pictures, make notes and complete and share inspections electronically. Inspection reports are also integrated into both My.Cat.Com and VisionLink, providing visibility to overall fleet health.

For customers who intend to rely on dealers for maintenance, they can schedule the work themselves as needed, or we propose a variety of CSAs (Customer Support Agreements). These are completely customizable, but we offer starting points for several levels with corresponding price points which vary by product.

- Customer performed preventative maintenance – the Cat dealer will provide the necessary parts per the maintenance schedule; the customer will do the work.

- Dealer performed preventative maintenance – the Cat dealer will handle basic preventative maintenance for any machine or group of machines to help keep scheduled downtime to a minimum.
- Component maintenance and repair agreement – the Cat dealer will take care of maintaining and servicing systems such as engines, transmissions, etc. to extend service resources and equipment life.
- Total maintenance and repair agreement – the Cat dealer covers service and maintenance for any one piece of equipment or the entire fleet. This agreement can include guaranteed availability and uptime.

Signature: Peter A Redpath Date: 3/13/19

Quinn Company

Post Office Box 226789
Los Angeles, California 90022-0489
562.463.4000 tel

August 23, 2018

City of Oxnard – Del Norte Recycling
111 S. Del Norte Blvd
Oxnard, CA 93033

To whom it may Concern,

This letter is to confirm that Quinn Company is the only Caterpillar authorized provider of service and parts within Ventura & Santa Barbara Counties.

If you need any additional information please feel free to contact us.

Respectfully,

Bill Craft
Store Manager

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. M.1

DATE: March 17, 2020

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: 2020-2024 Ventura County Regional Consolidated Plan, 2020 Ventura County Analysis of Impediments to Fair Housing Choice, 2020 Annual Action Plan and First Amendment to the 2019 Annual Action Plan. (20/15/30)

RECOMMENDATION

That the City Council:
1. Conduct a hearing to receive public comments relating to the following documents to be submitted to the United States Department of Housing and Urban Development, Office of Community Planning and Development:
  a) Draft of the 2020-2024 Ventura County Regional Consolidated Plan,
  b) Draft of the 2020 Ventura County Analysis of Impediments to Fair Housing Choice,
  c) Preparation of the Plan Year 2020 Annual Action Plan, and
  d) First Amendment to the 2019 Annual Action Plan for the purpose of adding $125,000 of Fire Department Mobile Data Equipment;
2. Recommend final changes, if any, to the 2020-2024 Ventura County Regional Consolidated Plan and final changes, if any, to the 2020 Ventura County Analysis of Impediments to Fair Housing, and direct staff to forward documents to the Ventura County Executive Office;
3. Direct staff to prepare the 2020 Annual Action Plan from applications received, select activities that conform with City of Oxnard consolidated plan goals as defined in the Ventura County Regional Consolidate Plan for the three entitlement grants, Community Development Block Grant, Home Investments Partnership grant and the Emergency Solutions Grant, and to submit funding recommendations for City Council approval;
4. Approve First Amendment to the 2019 Annual Action Plan to add $125,000 of Mobile Data Equipment to enhance firefighting capabilities of the City of Oxnard Fire Department; and
5. Authorize the City Manager to incorporate any recommended changes resulting from public input to the Ventura County Regional Consolidated Plan and the Ventura County Analysis of Impediments to Fair Housing as directed by the City Council.

BACKGROUND

As an entitlement city, City of Oxnard receives formula grant funding from the United States Department of Housing and Urban Development, Community Planning and Development grants for Community Development Block Grant, HOME Investment Partnerships Act and Emergency Solutions Grant every year. To receive these Entitlement Grants for the Plan year 2020, beginning on July 1, 2020, the City of Oxnard must prepare, submit, and receive approval of a consolidated plan, annual action plan and analysis of impediments to fair housing, before entitlement grant funds are disbursed for the Plan year 2020. The local procedures to approve these documents are set forth in the Citizen Participation Plan (See Attachment 4).

Ventura County Regional Consolidated Plan

HUD approved the City of Oxnard's participation in the five-year, 2020-2024 Ventura County Regional Consolidated Plan, which assessed the housing and community development needs of Ventura County and the participating jurisdictions, cities of Oxnard, San Buenaventura, Camarillo, Thousand Oaks and Simi Valley. The development of the 2020-24 Ventura County Regional Consolidated Plan has been a collaborative effort between the participating jurisdictions (See Attachment 1). The assessments, analysis and the resulting planning document are the product of the firm Cloudburst, a consultant hired by the County of Ventura and other entitlement jurisdictions. The goals, strategies and priorities developed in this consolidated planning process were designed with a regional approach but tailored to address local needs of the low to moderate income residents of the participating jurisdictions; for the City of Oxnard, the resulting goals are the basis for the objectives of the City of Oxnard's 2020 Annual Action Plan, and will support addressing unmet needs of low to moderate income residents by funding specific action plan activities through Plan year 2024. The Plan supports six goals for the City of Oxnard:

Goal 1: Create and preserve stable, safe, and resilient affordable housing opportunities for homeowners and renters including special needs groups such as farmworkers, persons with disabilities, and the elderly throughout Ventura County.

Goal 2: Enhance economic stability and prosperity by increasing economic opportunities for residents through job skills training and promotion of local entrepreneurship.

Goal 3: Increase access to health and wellness services, youth activities, senior activities, and social service activities for residents.

Goal 4: Work alongside the Ventura County Continuum of Care to end homelessness within Ventura County by providing housing, emergency shelter, and social services to homeless persons or those at risk of homelessness.

Goal 5: Enhance access to quality, resilient, and livable neighborhoods by improving publicly owned facilities and infrastructure such as parks, streets, sidewalks, and community buildings, including improving accessibility to meet Americans with Disabilities Act standards.

Goal 6: Create and maintain effective housing and community development programs that address the priority needs listed within the Consolidated Plan, comply with all United States Housing and Urban Development requirements, and achieve the goals and objectives set out by each Ventura County jurisdiction.

Goals, strategies and priorities developed during this planning process form the basis of the City of Oxnard's comprehensive housing affordability strategy, ending homelessness strategies and community development plan strategy for the five years of plan years, 2020-2024.

Analysis of Impediments to Fair Housing Choice

The City of Oxnard and the County of Ventura are collaborating on the production of the Analysis of Impediments, which covers the entirety of Ventura County (See Attachment 2).

The Analysis of Impediments presents a demographic profile of the County of Ventura, assesses the extent of fair housing issues among specific groups, and evaluates the availability of a range of housing choices for all residents. This report also analyzes the conditions in the private market and public sector that may limit the range of housing choices or impede a person's access to housing.

The Fair Housing Act requires all grantee jurisdictions to administer all housing and community development-related programs and activities in a manner that will affirmatively further fair housing. The primary method for achieving this objective is by ensuring, on a day-to-day basis, that the City and the Oxnard Housing Authority's housing assistance and community development activities are carried out in a non-discriminatory manner, in accordance with the Fair Housing

Act, as well as in accordance with other anti-discrimination statutes such as the Americans with Disabilities Act.

In addition, the City provides a mechanism whereby Oxnard tenants, home seekers, and housing providers can seek resolution of allegations of discrimination and other fair housing complaints, in both the private and public sector. This is provided both by the City's Fair Housing Officer and the Housing Rights Center, a non-profit fair housing service provider that was selected through the City's Request for Proposals procurement process, and which provides mutli-lingual services, free of charge, to residents of Oxnard.

The City is also subject to an administrative requirement in order to continue to be eligible to receive federal funding as an entitlement jurisdiction. In addition to preparing a Five-Year Consolidated Plan, the City must also produce an Analysis of Impediments to Fair Housing every five years. The most recent Analysis of Impediments was adopted by City Council in May of 2015.

City of Oxnard staff collaborated with staff from the County and the other jurisdictions within the County for the production of the 2020 Analysis of Impediments, which analyzes housing patterns, and identifies potential impediments to fair housing choice within the jurisdictions, both in the public and private sectors, focusing on laws, regulations, policies, procedures and practices. The Analysis of Impediments also identifies appropriate actions that can be taken to ameliorate the effects of such impediments.

The draft Analysis of Impediments presents analyses of maps, graphs, charts and statistics that provide a comprehensive overview of a wide variety of characteristics of the region's population and housing profile. The report concludes with fourteen recommendations which apply to all local jurisdictions (set forth at pages 122-126).

HUD's Formula Grant Programs

The City of Oxnard has received Community Development Block Grant funding for approximately forty-four years; HOME funding for approximately twenty-seven years and Emergency Solutions Grant funding for approximately twenty-nine years. The City has used Community Development Block Grant funding for neighborhood street and park improvements, homeownership assistance, owner-occupied mobile home replacements, housing rehabilitation and public service activities that benefit low-income residents. HOME funding has provided low- income families with down payment assistance, allowing them to become first-time home- owners, and has provided funding for the rehabilitation of single family and mobile home units. HOME funds have also been used for the construction of new for sale or rental affordable housing units, through partnerships with several Community Housing Development Organizations, such as Many Mansions, Cabrillo Economic Development Corporation, and Habitat for Humanity of Ventura County.

Emergency Solutions Grant funding has provided funding for homeless prevention, rapid re-housing, essential services and the operation of emergency and transitional homeless shelters.

Annual Action Plan Process

A Notice of Funding Availability was issued by staff in January 2020, to announce availability of Entitlement Grants funds for Plan Year 2020. Currently grant applications can be submitted through the Grants Management Division's Zoomgrants application software. The deadline for receiving grant applications is March 13, 2020. After consideration for eligibility and grants program guidelines, a selection process will ensue, wherein staff will develop funding recommendations of activities which will strive to benefit low to moderate income residents of the City of Oxnard. The City Council will approve the final awards. Along with the funding recommendations, the 2020 Annual Action Plan will be developed by staff for approval by City Council, as well as submittal for funding approval.

While the consolidated plan serves as the five-year planning document that establishes the goals, strategies and priorities for utilization of Entitlement Grant funds, the annual action plan funds the annual activities to be implemented. Expected resources in the program year 2020 include Community Development Block Grant $2,574,388, HOME $776,134 and Emergency Solutions Grant $221,083. The 2020 Annual Action Plan process is now underway.

1st Amendment to the 2019 Annual Action Plan

1st Amendment to the 2019 Annual Action Plan for the purpose of adding $125,000 of Fire Department Mobile Data Center Equipment as an activity to the 2019 Annual Action Plan. The City of Oxnard's Citizen's Participation Plan mandates that substantial amendments to an annual action plan require that the action plan be amended (See Attachment 3).

Conclusion

The draft Ventura County Regional Consolidated Plan, draft Analysis of Impediments report and First Amendment to the 2019 Annual Action Plan have been posted for public review, and the March 17, 2020 public hearing is for the purpose of providing members of the public with the opportunity to comment. The full reports are accessible at City of Oxnard Housing Department, Grants Management website: https://www.oxnard.org/city-department/housing/grants-management/

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy and Infrastructure and Natural Resources Strategies.

Quality of Life:

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.

Objective 1b. Explore alternatives for youth through recreation programs and intervention services.

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.

FINANCIAL IMPACT

There is no financial impact in conducting the public hearing.

COMMITTEE OUTCOME

This item did not originate in Committee, as public hearing items typically go straight to the full City Council.

Prepared by: Roel Briones, Grants Manager, Denise Ledesma, Grants Coordinator

ATTACHMENTS

1. Draft VC Regional Consolidated Plan 2020-24 LINK
2. Draft VC Analysis of Impediments 2020 LINK
3. 1st Amendment to the 2019 AAP__3.17.20
4. Citizen-Participation-Plan-Amended-July-10-2018
5. Certificate of Publication_Notice of 1st Public Hearing_3.17.2020_English&Spanish
6. Oxnard Meeting Powerpoint_for Public Hearing_3.17.20

Full Version Available at Oxnard Main Library and City Clerk's Office, and on City website:
https://www.oxnard.org/wp-content/uploads/2020/01/Draft-Ventura-County-RegionalConPlan-2020.1.24.pdf

Ventura County Regional Consolidated Plan 2020-2024

Draft

Full Version Available at Oxnard Main Library and City Clerk's Office, and on City website:
https://www.oxnard.org/wp-content/uploads/2020/01/Draft-Ventura-County-Analysis-of-Impediments-2020.1.22.pdf

Ventura County

Analysis of Impediments

DRAFT

Prepared and submitted by The Cloudburst Group

January 22, 2020

ITEM #M-1

CITY OF OXNARD
2019 ANNUAL ACTION PLAN (AAP)
APPROVED FUNDING

3/17/2020

Additional information is available on Grants Management webpage: https://www.oxnard.org/city-department/housing/grants-management/

				1ST AMENDMENT
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)				
CDBG AVAILABLE RESOURCES				
HUD CDBG Allocation		$	2,516,091	
Program Income		$	100,000	
Reprogram PY Resources		$	807,682	
	TOTAL CDBG GRANT RESOURCES	**$**	**3,423,773**	
CDBG EXPENDITURES				
RECIPIENT DEPT/DIV-ORGANIZATION	**PROGRAM NAME**			
ADMINISTRATION - 20%				
Housing Department-Grants Management	CDBG Administration & Planning	$	684,755	(125,000)
PUBLIC SERVICES- not more than 15%				
Cabrillo Economic Development Corporation	Summer to Remember - Youth Program	$	10,000	
California Rural Legal Assistance, Inc.	Reentry Legal Assistance Project	$	10,000	
Caregivers: Volunteers Assisting the Elderly	Caregivers: Volunteers Assisting the Elderly	$	12,500	
County of Ventura-Human Services Agency	RAIN TLC Bridges To Home	$	10,000	
Grey Law of Ventura County, Inc.	Legal Services for Seniors	$	10,000	
Livingston Memorial Visiting Nurses Association	Subsidized Care Program	$	20,000	
Long Term Care Services of Ventura County, Inc.	Ombudsman Program	$	12,500	
Mixteco/Indigena Community Organizing Project	Voz de la Mujer Indigena	$	10,000	
Oxnard Housing Department - Fair Housing	Fair Housing Program	$	108,000	
Oxnard Housing Department - Homeless Services	Temporary Emergency Shelter	$	30,000	
Oxnard Recreation Department	Colonia Memorial Park Veterans Gym	$	55,566	
Oxnard Recreation Department	Colonia Boxing Gym	$	30,000	
Oxnard Recreation Department	Colonia Recreation Center	$	49,800	
Oxnard Recreation Department	Multi Service Center/ Del Sol Park Youth Services	$	25,200	
Oxnard Recreation Department	Police Activities League - PAL	$	50,000	
Oxnard Recreation Department	Palm Vista Senior Center	$	35,000	
Oxnard Recreation Department	Senior Services Program	$	35,000	
	Total Public Services Projects		***$513,566***	
PUBLIC IMPROVEMENTS & OTHER CITY PROGRAMS				
Oxnard Development Service Department	Code Compliance	$	233,000	
Oxnard Fire Department	ALS Program Enhancement: Paramedic Support	$	70,000	
Oxnard Fire Department	Fire Station Alerting Systems	$	225,000	
Oxnard Fire Department	Mobile Data Communication			125,000
Oxnard Housing Department	Multi Service Center Mural Project	$	5,217	
Oxnard Housing Department-AHRD	Housing Services	$	200,000	
Oxnard Housing Department - AHRD	Rehabilitation Loans Program	$	200,000	
Oxnard Housing Department - Homeless Services	Homeless Shelter Building Improvement	$	384,987	
Oxnard Public Works Department	Wilson Park Inclusive Playground	$	475,000	
Oxnard Public Works Department	Pleasant Valley Park Restroom Project	$	325,000	
Oxnard Public Works Department	Colonia Road Street Improvement	$	107,248	
	Total Direct Benefits Projects	***$***	***2,225,452***	***$ 125,000***
	TOTAL CDBG GRANT EXPENDITURES	**$**	**3,423,773**	**$ -**

City of Oxnard

Citizen Participation Plan

Amended July 10, 2018

Prepared by:

City of Oxnard – Housing Department – Grants Management

435 South D Street, Oxnard, California, 93030

E-mail Address: grantsmanagement@oxnard.org

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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 (OCPP)

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 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 72 hours prior to the meeting to mobility, visual or hearing impairments shall be accommodated.

To accommodate non-English speaking persons, a translator shall be provided at each hearing and other translators may be made available upon request with at least three business days' notice. Requests can be made by email or telephone to Housing Department, Grants Management Division.

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 Committee (INCC), 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 may 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 Street, 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 may 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 <u>substantial changes</u> 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 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 Street, 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 Street, 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.

Citizen Participation Plan (CPP) Procedural History

1. Originally adopted CPP by City Council on October 18, 1994
2. Modifications to CPP adopted by City Council on July 25, 2000
3. Amended CPP adopted by City Council on July 10, 2018

In the Superior Court of the State of California

ITEM #M-1

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

NOTICE OF 1ST PUBLIC HEARING CONSOLIDATED PLAN, ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE, 2020 ANNUAL ACTION PLAN AND 1ST AMENDED 2019 ANNUAL ACTION PLAN

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 Connty 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.

Feb. 13, 2020

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of Califoruia, on the

13th day of February 2020

(Signature)

CITY OF OXNARD
NOTICE OF 1st PUBLIC HEARING
CONSOLIDATED PLAN, ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE, 2020 ANNUAL ACTION PLAN and 1st AMENDED 2019 ANNUAL ACTION PLAN

March 17, 2020 at 6:00 or Thereafter

NOTICE IS HEREBY GIVEN that the City of Oxnard City Council (Council) will conduct a public hearing on **Tuesday, March 17, 2020 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.** The purpose of the hearing is to receive public comments on the draft 2020-2024 Ventura County Regional Consolidated Plan and the draft 2020 Ventura County Analysis of Impediments to Fair Housing Choice prior to seeking final approval by the City of Oxnard City Council. The beginning of the 30-day public review period and written comment period **begins on February 15, 2020, and concludes on March 17, 2020.**

The U.S. Dept. of Housing and Urban Development (HUD) requires communities that receive annual HUD Entitlement Grants from the Office of Community Planning and Development (CPD) programs; Community Development Block Grant (CDBG), HOME Investment Partnership Act (HOME) and the Hearth Emergency Solutions Grant (HESG), must submit a consolidated plan and annual action plan for approval from HUD before grants funds are released for the Plan year 2020, beginning on July 1, 2020. The five year Ventura County Regional Consolidated Plan is a collaborative document that assesses housing and community development needs of Ventura County and participating jurisdictions, analyzed housing markets and develops goals, strategies and priorities to address identified needs of the low to moderate income residents. The 2020-24 Regional Consolidated Plan will be the basis for the objectives of the City of Oxnard's 2020 Annual Action Plan, which will support addressing unmet needs of low to moderate income residents by funding specific activities, and the action plan activities through Plan year 2024.

1. HUD approved that the City of Oxnard participate in the five year 2020-2024 Ventura County Regional Consolidated Plan. The Plan results support development of six (6) goals for the City of Oxnard:
Goal 1: Create and preserve stable, safe, and resilient affordable housing opportunities for homeowners and renters including special needs groups such as farmworkers, persons with disabilities, and the elderly throughout Ventura County. Goal 2: Enhance economic stability and prosperity by increasing economic opportunities for residents through job skills training and promotion of local entrepreneurship. Goal 3: Increase access to health and wellness services, youth activities, senior activities, and social service activities for residents. Goal 4: Work alongside the Ventura County Continuum of Care to end homelessness within Ventura County by providing housing, emergency shelter, and social services to homeless persons or those at risk of homelessness. Goal 5: Enhance access to quality, resilient, and livable neighborhoods by improving publicly owned facilities and infrastructure such as parks, streets, sidewalks, and community buildings, including improving accessibility to meet Americans with Disabilities Act (ADA) standards. Goal 6: Create and maintain effective housing and community development programs that address the priority needs listed within the Consolidated Plan, comply with all U.S. Housing and Urban Development (HUD) requirements, and achieve the goals and objectives set out by each Ventura County jurisdiction.
2. To receive annual allocations for each of the five years within the consolidated plan, an annual action plan will be prepared and submitted to HUD in June 2020 after City Council approval. This will be the 2020 Annual Action Plan, which will implement specific activities that meet the goals developed in the consolidated plan. The City of Oxnard is in the process of receiving applications for the 2020 Annual Action Plan. On or about January 13, 2020, a Notice of Funding Availability (NOFA) was posted in the City of Oxnard Housing Department, Grants Management Division website, https://www.oxnard.org/city-department/housing/grants-management/. Also, the City is currently soliciting grant applications for HUD Entitlement grant activities that meet the goals identified in the draft 2020-2024 Ventura County Regional Consolidated Plan; the link to the applications are found in the same webpage. Public comments are encouraged from City of Oxnard residents. Expected resources from HUD are similar to those received in the program year 2019, CDBG $2,516,091, HOME $726,527, HESG $212,361.
3. The City of Oxnard is required to submit to HUD an Analysis of Impediments to Fair Housing (AI). The City and the County of Ventura are collaborating on the production of the AI, which covers the entirety of Ventura County. The draft AI presents a demographic profile of the County of Ventura, assesses the extent of fair housing issues among specific groups, and evaluates the availability of a range of housing choices for all residents. This report also analyzes the conditions in the private market and public sector that may limit the range of housing choices or impede a person's access to housing.
4. 1st Amended 2019 Annual Action Plan public comments to be received for the purpose of adding $125,000 of Fire Department Mobile Data Equipment as an activity of the 2019 Annual Action Plan.

PUBLIC COMMENTS

Copies of the draft 2020-2024 Ventura County Regional Consolidated Plan, the draft of the 2020 County of Ventura Analysis of Impediments and the draft of the 1st Amended 2019 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

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 Roel Briones, Grants Manager, at (805) 385-7959. Written comments may be addressed to the following:

City of Oxnard - Housing Department
Grants Management Division
435 South D Street
Oxnard, CA 93030

CITY OF OXNARD CALIFORNIA

Published VC N Date: 2/13/20

In the Superior Court of the State of California

ITEM #M-1

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

AVISO DE PRIMERA AUDIENCIA PÚBLICA PLAN CONSOLIDADO, ANÁLISIS DE IMPEDIMIENTOS A VIVIENDAS JUSTAS, PLAN DE ACCIÓN ANUAL 2020 Y ENMIENDA DEL PLAN DE ACCIÓN ANUAL 2019

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.

Feb. 13, 2020

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California, on the

13th day of February 2020

(Signature)

CIUDAD DE OXNARD
AVISO DE PRIMERA AUDIENCIA PÚBLICA
PLAN CONSOLIDADO, ANÁLISIS DE IMPEDIMENTOS A VIVIENDAS JUSTAS, PLAN DE ACCIÓN ANUAL 2020 Y ENMIENDA DEL PLAN DE ACCIÓN ANUAL 2019

17 de marzo de 2020 a las 6:00 o después

SE AVISA QUE el Consejo de la Ciudad de Oxnard llevará a cabo una audiencia pública el **martes 17 de marzo de 2020 a las 6:00 p.m., o tan pronto como sea posible, en las Cámaras del Consejo Municipal, 305 West Third Street, Oxnard, California.** El propósito de la audiencia es recibir comentarios públicos sobre el borrador del Plan Consolidado Regional del Condado de Ventura 2020-2024 y el borrador del Análisis de Impedimentos a Viviendas Justas del Condado de Ventura 2020 antes de solicitar la aprobación final del Consejo de la Ciudad de Oxnard. El comienzo del período de revisión pública de 30 días y el período de comentarios escritos **comienza el 15 de febrero de 2020 y concluye el 17 de marzo de 2020.**

El Departamento de Vivienda y Desarrollo Urbano de los EE. UU. (HUD) exige que para recibir subvenciones anuales de derechos de HUD de los programas de la Oficina de Planificación y Desarrollo Comunitario (CPD); Community Development Block Grant (CDBG), HOME Investment Partnership Act (HOME) y Hearth Emergency Solutions Grant (HESG), una comunidad debe presentar un plan consolidado y un plan de acción anual y recibir la aprobación de HUD antes de recibir los fondos de las subvenciones. El Plan Consolidado Regional del Condado de Ventura es un esfuerzo colaborativo cual incluye varias cuidades dentro delcondado de Ventura, incluso a la Cuidad de Oxnard. Fue un proceso para evaluar necesidades comunitarios y viviendas para residentes de bajo ingresos y analizo de marquetas de viviendas, y padesarrollar estrategias, metas y prioridades para beneficiar a los residentes de bajos ingresos. El Plan Consolidado Regional del Condado de Ventura cubre un termino de cinco años fiscales, desde 2020-21 a 2024-25, y es el documento en cual se basan objectivos que se identificaron para seleccionar actividades en plan de acción anual 2020 y hasta el año fiscal 2024-25.

1. HUD aprobó que la Ciudad participe en el Plan Consolidado Regional del Condado de Ventura 2020-2024 de cinco años (Plan Consolidado) para desarrollar metas y prioridades estratégicas para satisfacer las necesidades no satisfechas de las personas y familias de bajos ingresos dentro de la Ciudad de Oxnard. En el borrador del Plan Consolidado se identifica que la Ciudad incluye las siguientes seis (6) metas:

Meta 1: Crear y preservar oportunidades de vivienda asequible estable, segura y resistente para propietarios e inquilinos, incluyendo grupos con necesidades especiales, como trabajadores agrícolas, personas con discapacidades y ancianos en todo el condado de Ventura. Meta 2: Mejorar la estabilidad económica y la prosperidad al aumentar las oportunidades económicas para los residentes a través de la capacitación laboral y la promoción del espíritu empresarial local. Meta 3: Aumentar el acceso a servicios de salud y bienestar, actividades juveniles, actividades para personas mayores y actividades de servicio social para residentes. Meta 4: Trabajar junto con el Cuidado Continuo del Condado de Ventura para terminar con la falta de vivienda dentro del Condado de Ventura proporcionando vivienda, refugio de emergencia y servicios sociales a las personas sin hogar o aquellos en riesgo de quedarse sin hogar. Meta 5: Mejorar el acceso a vecindarios de calidad, resilientes y habitables al mejorar las instalaciones e infraestructura de propiedad pública, como parques, calles, banquetas y edificios comunitarios, incluida la mejora de la accesibilidad para cumplir con los estándares de la Ley de Estadounidenses con Discapacidades (ADA). Meta 6: Crear y mantener programas efectivos de vivienda y desarrollo comunitario que aborden las necesidades prioritarias enumeradas en el Plan Consolidado, cumplan con todos los requisitos de El Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD) y lograr las metas y objetivos establecidos por cada cuidad del Condado de Ventura.

2. Para recibir asignaciones anuales para cada uno de los cinco años dentro del plan consolidado, se preparará un plan de acción anual y se presentará a HUD en junio 2020 después de la aprobación del Concejo Municipal. Este será el Plan de Acción Anual 2020, que implementará actividades específicas que cumplan con los objetivos desarrollados en el plan consolidado. La ciudad de Oxnard está en proceso de recibir solicitudes para el Plan de Acción Anual 2020. El 13 de enero de 2020, aproximadamente, se publicó un Aviso de disponibilidad de fondos (NOFA) en el sitio web de la División de Administración de Subvenciones del Departamento de Vivienda de la Ciudad de Oxnard, https://www.oxnard.org/city-department/housing/grants-management/. Además, la Ciudad de Oxnard actualmente solicita aplicaciones de subvenciones para financiar actividades que cumplan con los objetivos y metas identificados en el borrador del Plan Consolidado Regional del Condado de Ventura 2020-2024; El enlace a las aplicaciones se encuentra en la misma página web. Se alientan los comentarios públicos de los residentes de la Ciudad de Oxnard. Los recursos esperados de HUD son similares a los recibidos en el año del programa 2019, CDBG $ 2,516,091, HOME $ 726,527, HESG $ 212,361.

3. La Ciudad de Oxnard debe presentar a HUD un Análisis de Impedimentos a Viviendas Justas (AI). La Ciudad y el Condado de Ventura están colaborando en la producción del AI, que cubre la totalidad del Condado de Ventura. El borrador de AI presenta un perfil demográfico del Condado de Ventura, evalúa el alcance de los problemas de vivienda justa entre grupos específicos y evalúa la disponibilidad de una variedad de opciones de vivienda para todos los residentes. Este informe también analiza las condiciones en el mercado privado y el sector público que pueden limitar el rango de opciones de vivienda o impedir el acceso de una persona a la vivienda.

4. Comentarios públicos sobre la primera enmienda del Plan de Acción Anual 2019 se reciben con el propósito de añadir $ 125,000 en equipo de datos móviles del Departamento de Bomberos como una actividad del Plan de Acción Anual 2019.

COMENTARIOS DEL PUBLICO

Copias del borrador del Plan Consolidado Regional del Condado de Ventura 2020-2024 el borrador del Análisis de Impedimentos del Condado de Ventura 2020, y el borrador primera enmienda del Plan de Acción Annal 2019 estarán disponibles para revisión pública en los siguientes lugares:

Biblioteca Principal de la Ciudad de Oxnard
251 South "A" Street

Oficina del secretario de la ciudad de Oxnard
305 West Third Street, First Floor

Departamento de vivienda de la ciudad de Oxnard
435 South "D" Street

Si planea asistir a la audiencia, el personal sugiere que se comunique con la oficina del secretario de la ciudad 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 necesiten asistencia especial para participar en la audiencia, o las personas que requieran un traductor, también deben comunicarse con la Oficina del Secretario de la Ciudad al menos 72 horas antes de la reunión.

Para más información, contacte a Roel Briones, Gerente de Subvenciones, al (805)385-7959. Los comentarios por escrito deben entregarse a:

Departamento de Vivienda de la Ciudad de Oxnard -
División de Administración de Subvenciones
435 South D Street
Oxnard, CA 93030

CITY OF OXNARD CALIFORNIA

Published VCVN Date: 2/13/20

2020-2024 REGIONAL CONSOLIDATED PLAN

ANALYSIS OF IMPEDIMENTS

2020 ANNUAL ACTION PLAN

AMENDING THE 2019 ANNUAL ACTION PLAN

1st Public Hearing
City of Oxnard
March 17th 2020

CITY OF OXNARD CALIFORNIA

Regional Consolidated Plan

CITY OF OXNARD CALIFORNIA

CITY OF VENTURA

VENTURA COUNTY CALIFORNIA

City of Thousand Oaks

City of Camarillo

CITY OF SIMI VALLEY

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Regional Consolidated Plan

CITY OF OXNARD CALIFORNIA

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Analysis of Impediments

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Citizen Participation

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Consolidated Plan Goals

- Improve the Supply of Affordable Housing
- Enhance Economic Stability
- Increase Social Services
- Work to End Homelessness
- Create Quality Neighborhoods
- Effective Administration

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Oxnard Priority Needs

Improve Affordable Housing

- 1. New Rental Housing
- 2. Housing Support and Stability
- 3. Homeownership Opportunities
- 4. Rehabilitation and Preservation of Existing Housing Units
- 5. Assistance for Senior Residents
- 14. Disaster Planning and Recovery

Enhance Economic Stability

- 6. Increase Job Skills
- 7. Façade Improvements
- 8. Local Entrepreneurship

Increase Social Services

- 2. Housing Support and Stability
- 5. Assistance for Senior Residents
- 9. Social Services
- 10. Youth Activities and Services
- 14. Disaster Planning and Recovery

Work to End Homeless

- 2. Housing Support and Stability
- 11. Homelessness

Create Quality Neighborhoods

- 2. Housing Support and Stability
- 5. Assistance for Senior Residents
- 12. Streets and Streetscapes
- 13. Parks and Community Space
- 14 Disaster Planning and Recovery
- 15 Utilities and Public Infrastructure

Effective Administration

- 1. New Rental Housing
- 2. Housing Support and Stability
- 3. Homeownership Opportunities
- 4. Rehabilitation and Preservation of Existing Housing Units
- 5. Assistance for Senior Residents
- 6. Increase Job Skills
- 7. Façade Improvements
- 8. Local Entrepreneurship
- 9. Social Services
- 10. Youth Activities and Services
- 11. Homelessness
- 12. Streets and Streetscapes
- 13. Parks and Community Space
- 14. Disaster Planning and Recovery
- 15. Utilities and Public Infrastructure

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Estimated Five Year Allocation

Oxnard

Estimated 5-year Allocations:		
	CDBG*	$ 13,080,455
	HOME*	$ 4,132,635
	ESG	$ 1,061,805
		$ 18,274,895

Goal	CDBG* %	CDBG* $	HOME* %	HOME* $	ESG %	ESG $
1. Create and preserve housing	26%	$ 3,400,918	90%	$ 3,719,372	0%	$ -
2. Enhance economic stability	0%	$ -	0%	$ -	0%	$ -
3. Increase access to health, wellness and other services	15%	$ 1,962,068	0%	$ -	0%	$ -
4. Homeless prevention and services	3%	$ 392,414	0%	$ -	92.5%	$ 982,170
5. Public Facilities/ Infrastructure	36%	$ 4,708,964	0%	$ -	0%	$ -
6. Administration*	20%	$ 2,616,091	10%	$ 413,264	7.5%	$ 79,635
TOTAL	**100%**	**$ 13,080,455**	**100%**	**$ 4,132,635**	**100%**	**$ 1,061,805**

*Includes Program Income (PI)

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Annual Action Plan

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Community Development Block Grant

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2020-2021 Community Development Block Grant Allocation

CDBG Funding	$2,574,388
Planning and Admin (20%)	$514,877
Public Services (15%)	$386,158
Public Facilities	$1,673,353
HUD Allocation	*$2,574,388*

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Emergency Solutions Grant

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2020-21 Emergency Solutions Grant Allocation

Emergency Solutions Grant	$221,083
Planning and Administration	$6,581
Street Outreach & Emergency Shelter	$132,649
Other activities	$71,853
HUD Allocation	*$221,083*

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HOME Investment Partnerships

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2020-2021 HOME Allocation

HOME	$776,134
Planning and Admin (10%)	$77,613
CHDO-Development (15%)	$116,420
Available HOME Funds	$582,101
HUD Allocation	*$776,134*

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1st Amendment 2019 to the Annual Action Plan

	City Council Approved	Amended
Total CDBG Resource	$3,423,773	$3,423,773
Planning and Admin (20%)	$684,755	$523,218
Public Services (15%)	$513,566	$392,413
Public Facilities	$2,225,452	$2,508,142*
2019 Available Resources	**$3,423,773**	**$3,423,773**

Substantial Amendment per Citizen Participation Plan
*New Activity: Oxnard Fire Department- Mobile Data Center $125,000

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CITY OF OXNARD CALIFORNIA

QUESTIONS?

Written comments are recommended via email contact:
emilio.ramirez@oxnard.org or roel.briones@oxnard.org

2020 Annual Action Plan
2020-2024 Ventura County Regional Consolidated Plan
2020-2024 Analysis of Impediments

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.1

DATE: March 17, 2020

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: City of Oxnard Climate Action Plan. (10/10/10)

RECOMMENDATION

That the City Council approve Agreement #8882-20-CD with Environmental Science Associates (ESA), Inc. for the preparation of the City's Climate Action Plan in the not to exceed amount of $411,490. (Housing and Economic Development Committee approved 3-0)

BACKGROUND

In January 2019, City Council approved an appropriation of $350,000 in General Plan Maintenance Fee funds to allocate funding for the preparation of the City's Climate Action Plan (CAP). A CAP is necessary to address and be in alignment with Senate Bill (SB) 32, Executive Order (EO) B-30-15, and EO S-3-05, SB 379, SB 1035, and other legislation as appropriate. A CAP is a roadmap for how the City will reduce greenhouse gas emissions for the impacts of climate change on public health, infrastructure, ecosystems, and public spaces in the community by the required target goals in the years 2030 and 2050. CAPs address climate adaptation, resilience measures, as well as risks and vulnerabilities. In roughly 2022, the City will initiate a General Plan update. The CAP will establish policies and implementation which will assist the City with background information necessary to update the City's General Plan.

For Oxnard, the CAP will support the community's goals and policies identified in the City's 2030 General Plan. It will also feature health equity and climate justice consistent with the City's Sustainable Community (SC) Element of the General Pan (Chapter 2), SC-1.3 and all other relevant General Plan climate policies.

The CAP will be comprehensive, robust and innovative to help the City plan for future climate goals and develop vision for how sustainability should be implemented in the City. The CAP will be written to address state requirements and will facilitate the City applying for future grant funds to address climate change, social equity, and sustainability/environmental grants. Broadly speaking, the CAP will be developed with the following goals:

- Establish a set of cohesive sustainability strategies, implementation measures, and metrics for measuring progress and success;
- Clearly explain the community's climate challenges and opportunities, and describe the trade-offs and choices to be made in pursuing climate and greenhouse gas (GHG) reduction goals;
- Serve as a mechanism to develop the City's sustainability initiatives, strategies and plans;
- Demonstrate how the City will adapt and improve its resilience to current and future climate hazards;
- Create policies to address disadvantaged communities within the City; and
- Outline the wider social, environmental, and economic benefits derived from CAP implementation, and improve

distribution of these benefits throughout the city's population.

In October 2019, the City issued a request for proposals for the preparation of a CAP. The City received five responsive bids. Based upon the qualifications of the consultant team, robust project experience and sample projects, as well as the innovative and comprehensive scope of work the City's internal selection committee unanimously recommended ESA. The agreement is Attachment 1.

DISCUSSION

Development of the CAP will take approximately 24 months to complete and will involve the following steps.

Climate Change Vulnerability and Risk Assessment

This step will involve Vulnerability and Risk Assessment to address the full range of climate change hazards throughout the next century, including higher temperatures, rising sea levels and extreme precipitation events, along with cascading impacts of flood, drought, fire risk, and public health hazards. For sea-level rise and coastal flooding, the CAP will incorporate the results of the already completed Vulnerability Report prepared for the City's Local Coastal Program Update. The first component of risk assessment is to gain an understanding of the risks to critical and valued community assets, and the range of potential harm represented by climate hazards. The second component is to identify adaptation strategies. Adaptation strategies can take a variety of approaches from protecting assets in place to relocating them all together. Adaptation will also need to address flooding, as well as extreme weather events, and evacuation plans and the associated impact of these to disadvantaged residents and neighborhoods. A third component is evaluating how well the strategies reduce risks along with a qualitative assessment of the costs and benefits of implementing the strategies.

To identify Oxnard's populations most at risk from climate change stressors, the CAP will use CalEnviroScreen to map environmental health vulnerability. CalEnviroScreen is used in the state policy arena to determine which census tracts in the state are eligible (as "disadvantaged communities") for the 25 percent set-aside of California Climate Investments from the Greenhouse Gas Reduction Fund. CalEnviroScreen uses 20 indicators to locate communities most burdened by pollution from multiple sources (e.g. water, air, and land) and most vulnerable to its effects, taking into account their socioeconomic characteristics and underlying health status. The analysis will include strategies and potential actions to increase resilience to identified risks, and identify potential resources and funding to implement the actions.

This section of the CAP will also identify gaps in the City's existing policy structure regarding climate change adaptation, and provide recommendations for revisions or additions to the General Plan policies and building code regulations, to address potential hazards and vulnerabilities. The information will help fulfill the requirements of SB 379 and SB 1035, which stipulate that climate hazards be incorporated into future General Plan Safety (Jan. 2022) and Housing Elements (by Oct. 2021). Potential impacts and complications related to the City's disadvantaged communities will be highlighted.

GreenHouse Gas Inventory, Quantification, and Reduction Targets

An analysis and review of the methods used to develop the City's approved 2013 Energy Action Plan (EAP) will be conducted. The EAP's contains inventories of the existing municipal and community energy assets which will be evaluated, with recommendations on how to best leverage the existing data in developing a baseline GHG inventory for the City. The document will incorporate existing GHG protocols and guidance from relevant agencies.

The City has a complete energy-related GHG inventory for the year 2013 which will be updated based on data availability. ESA will develop models to consider transportation impacts, as well as emission quantification. From this data ESA will develop strategies and programs for GHG emission reductions.

Community Outreach and Facilitation

The CAP will involve significant community outreach and facilitation efforts involving residents, business owners, and other Oxnard stakeholders. The scope of work provides for two public workshops and up to three community meetings in addition to public hearings. Outreach efforts will cover a wide array of communication channels and be multicultural and multilingual. Specifically materials will be translated for Spanish and Mixteco speaking communities and bilingual outreach specialists will conduct workshops and will provide facilitation.

Implementation and Monitoring Plan

ESA will develop an Implementation and Monitoring Plan that includes a timeline for implementation of the various strategies, an outline of administration and staffing needs, financing and budgeting options, roles of key partners, and the anticipated need for public participation. The Implementation and Monitoring Plan will identify a responsible entity or City department for each CAP measure, along with implementation milestones (e.g., municipal code adopted), schedule of GHG inventory updates, and performance metrics for tracking effectiveness of each CAP measure. Through the CAP process we will determine the implementation schedule with consideration to near-term (e.g., 1 or 2 years), and mid-term (5 years) implementation actions. A CAP typically is updated every five years.

California Environmental Quality Act (CEQA)

Adoption of the CAP requires environmental clearance under CEQA. The Consultant will prepare the appropriate CEQA document to allow adoption of the CAP. At this juncture, Staff and the Consultant anticipates that the CEQA document for the CAP could most reasonably be an Addendum to the certified General Plan EIR. This environmental clearance can help reduce barriers to development by streamlining the CEQA process.

Optional Elements: CAP Consistency Checklist for New Development and Implementation Tracking and Monitoring

The contract will include optional scope items which are currently not funded. If funded, most like with grant or General Plan Maintenance Fee funds the following tasks may be included in the CAP:

- Consistency Checklist - Creation of a consistency checklist for new development (including both residential and industrial/commercial development) to determine consistency with the CAP and 2030 target for CEQA streamlining purposes. The checklist will be based on the measures that apply to new development in order to be consistent with the 2030 reduction target of the CAP. The purpose of the checklist is both to evaluate consistency with the CAP and to facilitate local and regional monitoring as required by CEQA Guideline Section 15183.5.

- Implementation Tracking and Monitoring - Priority features and functions of the dashboard will be coordinated and documented during the scoping process, but will likely contain the City's targets, GHG reductions achieved to date, progress on key performance indicators (e.g., economic, health, and adaptation), co-benefits, and narrative sections for the City to describe progress in key sectors.

- SB743 Conversion from Level of Service to Vehicle Miles Traveled (VMT) - SB 743 (2013) replaces vehicle level of service (LOS) with VMT for purposes of environmental impact analysis under CEQA and is required to be adopted and in place by July 2020. The scope involves developing a preferred methodology for estimating and forecasting VMT considering that this metric is a required input for air quality, energy, GHG, and now transportation impact analysis in CEQA. The analysis will also develop the significance thresholds for VMT impacts under 'baseline' and 'cumulative' conditions. Written guidance will be provided for transportation impact analysis related to the general plan, CAP, land use projects, and transportation projects. Related to the general plan guidance, information will be provided about the use of Section 15183 of the CEQA Guidelines with respect to addressing VMT impacts at the citywide level and providing streamlining for subsequent projects.

The full scope of work is in Attachment 1.

STRATEGIC PRIORITIES

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 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objective 5a. Develop and implement a sustainability program.

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

General Plan Maintenance Fee (GPMF) funds in the amount of $350,000 were appropriated in January 2019 to the Climate Action Plan project (Project #19IN03). The cost of the agreement with ESA is $411,490 over a two-year period, which includes the base agreement cost of $349,490 and $62,000 in optional tasks which may be funded by future grants. There is sufficient budget to cover the base agreement cost.

COMMITTEE OUTCOME

On February 25, 2020, the Housing and Economic Development Committee approved 3-0 to approve the staff recommendation and to forward the item for Council approval. Committee members asked questions regarding the process, outcomes, and implementation.

Prepared by: Kathleen Mallory, Planning & Sustainability Manager

ATTACHMENTS

1. Agreement No. 8882-20-CD
2. PowerPoint - Climate Action Plan

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: March 1, 2020

(2) Consultant: Environmental Science Associates (ESA)

(3) Services: Preparation and adoption of a comprehensive Climate Action Plan (CAP) to align with Senate Bill (SB) 32, Executive Order (EO) B-30-15, and EO S-3-05, and other legislation as appropriate.

(4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein.

(5) Agreement Ending Date: June 30, 2022

(6) Total Agreement Amount: $411,490

(7) City's Project Manager: Kathleen Mallory, Planning & Sustainability Manager

(8) Consultant's Project Manager: Jeff Caton, P.E., LEED AP

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:	*FOR CITY:*
180 Grand Ave, Suite 1050 Oakland, CA 94612 Attn: Jeff Caton, Director, Sustainable Comm.	214 South C Street Oxnard, CA 93030 Attn: Kathleen Mallory, Planning & Sust. Manager

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
jcaton@esassoc.com	Kathleen.mallory@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☐ Scope of Services Exhibit
- ☐ Rates and Costs Exhibit
- ☐ Schedule of Services Exhibit
- ☐ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall 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.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

9. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

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

14. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been

completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. 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 any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the negligent performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. 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 any of the Indemnitees.

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights,

shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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 incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or

omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any confidential information disclosed under this Agreement.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

21. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language,

physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. 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. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. 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. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

28. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

29. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

30. Force Majeure. 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 are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

31. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

32. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

33. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

36. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. 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 to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page 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.

40. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

Tim Flynn, Mayor[1] Date

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

CONSULTANT

Albert Cuisinot, CFO[2] Date

Kate Mirante, Vice President Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

Scope of Work

Task 1 | Climate Action Plan

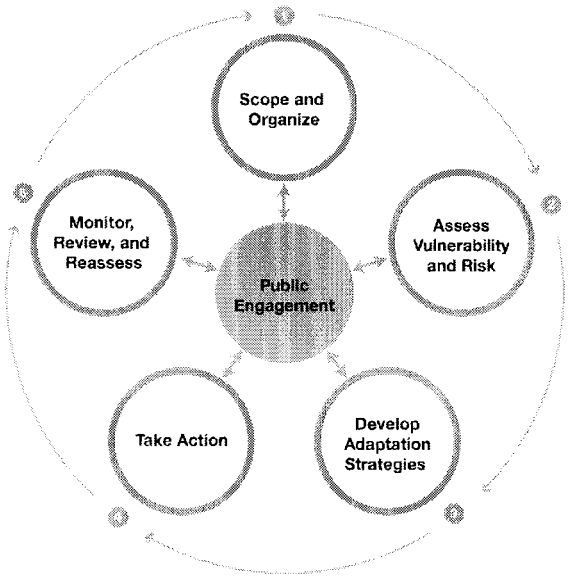
1.1 Climate Change Vulnerability and Risk Assessment

Consultant recommends the City undertake a Climate Change Vulnerability and Risk Assessment to address the full range of climate change hazards throughout the next century, including higher temperatures, rising sea levels and extreme precipitation events, along with cascading impacts of flood, drought, fire risk, and public health hazards. The first component of this task is to gain an understanding of the risks to critical and valued community assets, and the range of potential harm represented by climate hazards. The second component is to identify adaptation strategies to reduce those risks, such as gray and green infrastructure enhancements that create resiliency to floods, or early warning systems that communicate advancing extreme weather and evacuation plans to disadvantaged residents and neighborhoods. A third component is evaluating how well the strategies reduce risks along with a qualitative assessment of the costs and benefits of implementing the strategies.

Consultant will examine the exposure and vulnerability of the City's critical assets (e.g., water supply) to climate change impacts based on readily available GIS data obtained from the City and County, assess the City's current adaptive capacity to address those impacts, identify the City's adaptation planning gaps, and outline priority strategies for improving resilience to include in the CAP. Consultant will develop a series of visually compelling Asset Exposure Maps using GIS that will help stakeholders visualize the vulnerability of the City's critical assets to climate hazards.

As presented in **Figure 1**, Consultant will use the general framework for adaptation planning that is currently being developed by SCAG for its member agencies, of which Oxnard is a member. Climate change projections and forecasted impacts will be drawn from the City's current sea-level rise mapping efforts as well as from publicly available sources including but not limited to Cal-Adapt, the Ventura County Multi-Hazard Mitigation Plan, Ventura Resilient Coastal Adaptation Project, and the Climate Change and Health Profile Report for Ventura County. Consultant will identify the City's assets that are vulnerable to the effects of climate change by determining qualitatively their exposure, sensitivity and adaptive capacity, grouped by functional category, as listed below. To the extent the data is publically available or can be provided by the City, the location of the City's critical assets (e.g., wastewater pumping station locations and elevations) will be superimposed with hazard maps to assess their exposure to riverine flooding and wildfires, for up to two timeframes (e.g., mid-century and end of century) and up to two climate change scenarios (e.g., medium and high emissions scenarios):

Figure 1: SCAG's 5-steps for Adaptation Planning



- Community services, public facilities, and critical municipal operations
- Stormwater management infrastructure and flood control
- Water supply and related infrastructure
- Wastewater treatment and sewerage infrastructure

- Transportation infrastructure, including roads, public transit facilities, railways, marinas, and port facilities
- Energy infrastructure
- Urban forests, ecosystems, parks, and related recreational assets
- Public health
- Private property, including housing and commercial real estate
- Solid waste/hazardous materials management

For each functional asset category, Consultant will interpret the maps and qualitatively describe the exposure and vulnerability to riverine flooding and wildfires.

A qualitative discussion will also be included to address heat waves, severe storms, drought, and degradation of natural habitats and biodiversity. Potential impacts related to changes to food security and disease vectors will also be examined.

Consultant will use publicly available geospatial climate datasets to map changes in climate stressors affecting the city through the year 2100. The Cal-Adapt web portal provides a set of climate tools that have been developed to process downscaled climate data into relevant stressors. The primary stressors to be evaluated by Cal-Adapt tools include extreme heat and storm events, wildfires, drought, and riverine flooding.

For sea-level rise and coastal flooding, Consultant will incorporate the results of the Vulnerability Report prepared for the City's Local Coastal Program Update.

To identify Oxnard's populations most at risk from climate change stressors, Consultant will use CalEnviroScreen to map environmental health vulnerability. CalEnviroScreen uses 20 indicators to locate communities most burdened by pollution from multiple sources (e.g. water, air, and land) and most vulnerable to its effects, taking into account their socioeconomic characteristics and underlying health status. CalEnviroScreen is used in the state policy arena to determine which census tracts in the state are eligible (as "disadvantaged communities") for the 25 percent set-aside of California Climate Investments from the Greenhouse Gas Reduction Fund.

As noted below, the findings and recommendations from the Vulnerability and Risk Assessment will be incorporated into a CAP chapter on Climate Change Adaptation and Resilience.

1.2 Draft and Final Climate Action Plan

Consultant will draft the City of Oxnard Climate Action Plan by incorporating the GHG emissions components completed for Task 2 (including the baseline GHG inventory, the 2030 and 2050 emissions forecasts, the 2030/2050 targets, the GHG reduction measures), the Climate Change Vulnerability and Risk Assessment completed under Task 1.2, and the Implementation and Monitoring Plan developed under Task 4. The CAP will clearly communicate the City's strategies and actions to the public and guide the implementation of the GHG reduction measures within the community. The CAP will also include a summary of the climate change vulnerabilities presented in the Climate Change Vulnerability and Risk Assessment report. The CAP's informational content will be presented using well-designed tables and graphic elements, making it easy to navigate and understand.

A summary of the CAP's major components is provided as follows:

- An Executive Summary and Introduction that present the key goals and objectives of the Climate Action Plan, summarize the City's GHG inventories and reduction targets, and describe the need for increasing community resilience to climate change hazards.
- A summary of the latest climate change science and a discussion of relevant policies and legislation.
- A summary of the City's relevant General Plan goals and policies.
- The detailed results of the City's GHG inventories and business-as-usual (BAU) forecasts for 2030, 2040, and 2050, and a trends analysis that compares the baseline inventory with the updated inventory and identifies potential reasons for observed changes in emissions for each sector

(i.e., economic growth or contraction, technology and regulatory changes, climatic conditions, differences in methods and datasets, and new emission factors).

> A presentation of the City's business-as-usual forecasts and GHG reduction targets for 2030, 2040, and 2050.

> A presentation of strategies and actions (state, regional, and local) that reduce emissions in the community and for municipal operations, including an accounting of the reductions needed by each sector to achieve the City's 2030 target. A matrix of GHG reduction measures will be provided that includes each measure's GHG reduction potential, cost and co-benefits, and describes the actions and performance indicators needed to track implementation.

> Recommendations and strategies for how best to incorporate GHG reduction efforts and CAP measures into existing City decision making processes and operations.

> An Implementation and Monitoring Plan, as described in Task 4.

> A chapter dedicated to Climate Change Adaptation and Resiliency to include the results of the Climate Change Vulnerability and Risk Assessment completed under Task 1.2. The chapter will include strategies and potential actions to increase resilience to identified risks, and identify potential resources and funding to implement the actions. The chapter will also identify gaps in the City's existing policy structure regarding climate change adaptation, and provide recommendations for revisions or additions to the General Plan policies and building code regulations, to address potential hazards and vulnerabilities. The information will help fulfill the requirements of SB 379 and SB 1035, which stipulate that climate hazards be incorporated into future General Plan Safety Elements and Housing Elements. Potential impacts and complications related to disadvantaged communities will be highlighted.

> Appendices to include:

- GHG Inventory Report (Task 2)
- Details of the GHG reduction measure quantification including assumptions and methods used (Task 2)
- Transportation modeling details (Task 2)
- Climate Change Vulnerability and Risk Assessment (Task 1.2)
- Climate Action Plan Consistency Checklist for New Development (if Optional Task 6 is selected).

Task 1 Deliverables:

a. Climate Change Vulnerability and Risk Assessment for the City of Oxnard (Draft for City review and comment, and Final), which can be a standalone document or an Appendix to the CAP.

b. Draft CAP Document for City review and comment. Consultant will supply up to ten (10) copies of the administrative/screen check draft and up to ten (10) copies of the Public Review draft. Consultant assumes the City will provide review of the draft documents using a consolidated set of comments and edits in electronic format.

c. Summary Plan with GHG Reduction Action Matrix (electronic Draft for City review and comment). Thirty (30) printed copies.

d. Ten (10) printed copies of the Final CAP.

Task 1 Assumptions:

e. Vulnerability to sea-level rise will be based on information presented in the Vulnerability Report prepared for the City's Local Coastal Program Update and will not require new analysis. Associated GIS files will be made available to the consultant team.

f. City will provide spatial (e.g., GIS) data with relevant attributes for assets that will be included in the assessment. Consultant has not budgeted field checks of locations nor digitization of paper records.

g. City will provide one consolidated set of comments on the draft deliverables prepared under this task.

Task 2 | GHG Inventory, Quantification, and Reduction Targets

2.1 Prepare Community-wide and Municipal GHG Inventories

Consultant will review the methods used to develop the 2013 EAP's existing municipal and community energy inventories and recommend how to best leverage the existing data in developing a baseline GHG inventory for the City. Consultant will incorporate existing GHG protocols and guidance from relevant agencies. Since the City has a complete energy-related GHG inventory for the year 2013, and the Ventura County Traffic Model is calibrated to the year 2012, recommend completing a comprehensive baseline inventory for 2013 to include emissions from transportation and solid waste, and to also complete an inventory update for the most recent year possible, based on data availability. Since the Ventura County Traffic Model is calibrated to the year 2012, Consultant's team will produce a 2013 inventory and a 2018 inventory update using extrapolation/interpolation from the horizon year of 2040.

Consultant will develop the baseline community GHG inventory using the ICLEI—Local Governments for Sustainability (ICLEI) U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (ICLEI 2012 Protocol). Consultant will supplement this with the Global Protocol for Community-Scale Greenhouse Gas Emission Inventories, prepared by the World Resources Institute, C40 Cities Climate Leadership Group and ICLEI, as needed.

Consultant will develop the baseline municipal inventory using the Local Government Operations Protocol (LGOP) approved by California Air Resources Board (CARB) in 2010, and supplement with updated methods from the ICLEI 2012 Protocol when appropriate. The data sources for the municipal inventory will come directly from the City (e.g., utility data, fleet composition and fuel usage data, waste disposal records, water usage records, and wastewater operations).

Data Collection and Analysis

To facilitate data collection, Consultant will prepare data collection templates so that needed parameters are clearly identified in a format that allows for efficient collection. The templates will streamline the data collection process, maximize the effectiveness of the City's staff resources, and help ensure consistency among the 2013 base year and 2018 updated inventories. Consultant anticipates including the following sources in the updated community inventory. For those sectors marked with an asterisk (*), the accuracy and completeness of emissions estimates will depend on data availability:

a. On-road transportation
b. Off-road transportation
c. Residential energy
d. Commercial/industrial energy
e. Solid waste
f. Wastewater
g. Agriculture
h. Energy used in water conveyance
i. Land-based carbon*
j. Commuter and freight rail*

As Consultant collects data, Consultant will aggregate it and analyze it for gaps, irregularities, and other outliers to ensure that a quality, comprehensive, and reliable dataset is being used. Consultant will document data sources based on inventory sector so that future inventory updates can be completed more efficiently.

For the municipal inventory, Consultant will rely on data provided by the City to support the emissions analyses. These data may include but are not limited to: building energy use, fleet fuel and/or mileage, solid waste generation, transit fleet operations, water delivery, public lighting electricity use, wastewater

treatment plant operations, and employee commute surveys. Consultant assumes the following support from the City:

a. City staff will lead data collection for all sectors of the municipal inventory, and Consultant will provide templates to guide the data collection effort.
b. The City will provide all requested data for 2018 in an agreed-upon format (such as Excel). Data collection will be discussed at the kickoff meeting. When needed, Consultant can assist the City in obtaining and processing datasets.

Consultant will gather as much activity data (e.g., energy use) as we can for the inventories. Where activity data is not available, alternate data sources can be used. These data will be adjusted to meet inventory needs by using scaling factors such as population, employment, or other metrics, as necessary.

Transportation Modeling

For the transportation sector, Consultant will work with subcontractor, Fehr & Peers, to model origin-destination–based VMT using Ventura County Traffic Model, which is validated to the year 2012, incorporates SCAG's 2016 Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS), and forecasts future conditions out to 2040. Fehr & Peers will provide VMT data by speed bin for internal-internal, internal-external and external-internal trips for 2013, 2018 (or alternative forecast years). For years not validated in the model (i.e., 2013, 2018), Consultant and Fehr & Peers will develop methods for interpolating or extrapolating VMT from validated model years based on VMT forecast data from available forecast years in consultation with the City as discussed above.[1]

Emissions Quantification

After the data collection process is complete, Consultant will prepare community and municipal GHG inventories for the baseline year 2013 and inventory update year of 2018. Consultant will ensure that (1) all significant and appropriate sources of emissions are included; (2) that the boundaries, assumptions, and methods used to quantify GHG emissions are sufficient for the purpose of climate action planning; and (3) the methods are clear, easily replicable, and allow for future benchmarking to California state-wide emissions and to other counties in the region and across the state. The inventory development process will enable the CAP development team to rank emissions sources according to their contribution and to identify their relative significance in an overall emissions reduction strategy, both for municipal operations and within the community.

Consultant will use Excel workbooks to quantify emission and present the community and municipal GHG inventories for the 2013 base year and 2018. Results will be summarized in a memo that includes assumptions, inventory methods, data sources, and emission trends. The results will be presented so that emissions by sector can be compared across inventory years, and provide a solid foundation for GHG reduction planning.

Consumption-based GHG Inventory

To complement the activity-based community inventory and gain a better understanding of the contribution of consumer behavior to overall GHG emissions, Consultant will aggregate CoolClimate data, available from the UC Berkeley Renewable and Appropriate Energy Laboratory (RAEL), to develop community-wide consumption-based GHG inventories for the City. The data may be supplemented with information gathered at the public workshops and through community surveys (See Task 3). Consultant will aggregate the data from the City's zip codes to determine gross and per capita lifecycle GHG emissions associated with local consumption of transportation, housing, food, consumer goods, and services. The analysis will inform CAP mitigation (GHG reduction) strategies and be useful in illustrating the link between local consumption habits and GHG emissions.

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[1] If Fehr & Peers will need to generate synthetic populations and corresponding networks for new forecast years, this would result in additional cost as part of an optional task.

2.2 Emissions GHG Emissions Forecasts and Reduction Targets

Emissions Forecasts

Consultant will collaborate with the City, Fehr & Peers, the Ventura County Transportation Commission (VCTC), and SCAG, as needed, to develop a unified set of socioeconomic data, transportation network and land use targets (population, dwelling units, households, students, and employment) for the inventory years and the forecast years of 2030 and 2050. The socioeconomic data, network and land use will be the basis of the VMT modeling forecasts to be conducted by Fehr & Peers. Consultant will undertake this step to ensure that the City's desired assumptions for growth, if different from SCAG's, are incorporated into the forecasts.[2]

Consultant recommends BAU forecasts be developed for 2030, 2040, and 2050 to span the statewide target years established by EO B-30-15 and EO S-03-05. Consultant will work with the City and stakeholders to select the forecast years, taking into account SCAG's travel demand model, the City's anticipated planning horizon for its upcoming General Plan update, and other considerations. Consultant will develop both a standard BAU scenario that does not account for known state and federal regulations, as well as an adjusted BAU scenario that will account for all known state and federal regulations (see Task 2.4 below). The forecasts will be based on the unified set of socioeconomic and land use forecast assumptions discussed above. This will ensure that the emissions forecasts are consistent with General Plan growth projections for population, housing, and jobs for the City.

Emissions Targets

Local target setting is a critical step that is informed by emissions forecasting, analysis of feasible state, regional, and local reduction strategies, and consideration of planning objectives including the need for CEQA streamlining of future development projects in the City.

Consultant recommends that community-wide 2030 and 2050 GHG targets be consistent with statewide reduction goals as represented by SB 32 (40 percent below 1990 levels by 2030) and by Executive Order S-03-05 (80 percent below 1990). Setting community-wide targets consistent with these goals is a key step toward meeting the requirements of CEQA Guidelines section 15183.5 (b) for a qualified CAP, which will allow new development projects to determine significance under CEQA by assessing their consistency with the CAP. The targets will also consider GHG reductions expected locally from existing and anticipated state and regional programs (discussed in Task 2.4 below) and ultimately align with local planning priorities (e.g., create local jobs).

Fehr & Peers will provide support in selecting appropriate reduction targets for VMT and transportation-related GHG emissions. Fehr & Peers will provide input on VMT reductions necessary to comply with state VMT and GHG reduction goals based on the following:

a. *2018 Progress Report, California's Sustainable Communities and Climate Protection Act*, California Air Resources Board, November 2018.
b. *California Air Resources Board 2018 Scoping Plan-Identified VMT Reductions and Relationship to State Climate Goals*, California Air Resources Board, January 2019.

Fehr & Peers' input will also reflect the potential effectiveness of VMT reduction strategies such as those identified in their recent Net-Zero Building Feasibility analysis with CARB that updated the original research behind the California Air Pollution Control Officers Association (CAPCOA) *Quantifying Greenhouse Gas Mitigation Measures*.

2.3 – Develop Strategies and Programs for GHG Emission Reduction

To achieve the GHG reduction targets developed in Task 2.3, Consultant will develop a roadmap for reducing GHG emissions using measures that can be feasibly implemented. The GHG reduction measures will be informed by the trends observed in the inventories developed under Task 2.1, and by extensive community

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2 If any changes are made to the SACOG population and employment forecasts, Fehr & Peers will need to generate a new synthetic population set of inputs for the SACSIM model as an optional task.

and stakeholder engagement as described in Task 3. Consultant will leverage or enhance existing successful programs and add appropriate policies and strategies to ensure the City's future targets are achievable.

Develop Guiding Principles and Co-benefits

The Consultant team will work with the City to develop a set of principles and co-benefits (e.g., local green jobs, resource savings, health benefits, safe communities, "buying local," habitat protections, and climate change resilience) to guide the proposed goals, strategies, and actions in the CAP. Consultant anticipates that the guiding principles and co-benefits will be informed by the community outreach and stakeholder engagement process described under Task 3, as well as the City's existing policies as articulated in the Sustainable Communities Chapter of the Oxnard 2030 General Plan. The principles and co-benefits will emphasize the social, environmental and economic benefits of reducing community GHG emissions, which in turn help justify program expenditures or investments. Costs and benefits will be considered for both the local government and community. An effective CAP should support sustainable land use patterns that foster stronger communities, healthier lifestyles, a locally based economy, and increased resilience to climate change. Recognizing the current planning priorities, we anticipate alignment with health equity principles, to support community access to quality health

Review Existing EAP Measures and Other City Actions

Understanding the effectiveness of the City's EAP measures is integral to the reduction planning and target-setting process for 2030 (and 2050). In consultation with the City, Consultant will identify those policies and measures that are currently effective in reducing energy use (and associated GHG emissions) and those measures that are behind in their implementation, and to the extent possible identify the factors determining action or inaction (e.g., funding or financing, staff resources, community support, etc.).

The 2013 EAP established the City's GHG target goal of 10 percent reduction in electricity and natural gas consumption below the 2005 baseline by 2020. The Consultant team will assess the progress of this goal through the collection of available data from the City on the implementation of the current EAP measures and any contributions to further reduce energy in new construction from the state's Title 24 CALGreen regulations. Consultant will also solicit information about existing local policies and programs through stakeholder engagement conducted in Task 3, and through conversations with the City. Consultant will work with the City to collect as much data as possible regarding measure progress and performance including the City facilities LED lighting retrofit projects expected to reduce 827,000 kWh annually; on-site PV installations on both City buildings and buildings within the community, solar thermal program, water conservation efforts, other energy efficiency upgrades, and solid waste and recycling programs. The Consultant team will identify how measures should be changed to better reflect local conditions and priorities, how implementation feasibility can be improved and where there are redundancies with regional and state measures.

Develop CAP Strategies and Measures

Based on Consultant's review of existing plans and programs, the Consultant team will recommend enhancements to existing EAP programs as well as new reduction measures across all sectors (energy, transportation and land use, solid waste, water) that will further enable achievement of the City's 2030 and 2050 GHG targets. Consultant will evaluate a range of feasible measures in each emissions sector, drawing on tools, ideas and experience from many sources, including ICLEI, the US Conference of Mayors Best Practices for Climate Protection, CoolCalifornia.org, CAPCOA, and our experience developing CAPs for local governments in California and beyond. In particular, Consultant will draw from best practices put forth in exemplary CAPs that are designed to achieve deep GHG reductions out to the year 2030 and beyond. Consultant will consider programs and policies that are both wholly within the City and those that are regional in nature, and that would require collaboration with other jurisdictions and regional organizations.

Although many GHG reduction strategies are most effectively implemented at the local level (e.g., through local ordinances and codes), the City will want to fully leverage effective regional programs, such as those developed by the Ventura County Regional Energy Alliance (VCREA), to achieve the deep GHG reductions required to reach long term targets. Consultant will ensure that such programs are fully leveraged by the CAP.

Many Oxnard residents currently live in Census tracts designated as "disadvantaged communities." As scored by the State using CalEnviroScreen, the most disadvantaged residents of the City are located in eastern and

southern census tracts, as highlighted in red and dark orange in **Figure 2**. These areas tend to have high concentrations of people with low income, high unemployment, low levels of home ownership, high rent burden, poor environmental quality, health sensitivities, and/or low levels of educational attainment. Such factors contribute to greater vulnerability to climate-related risk, a burden typically compounded by having fewer resources to prepare for or recover from the impacts of climate change.

Fortunately, many GHG reduction measures and climate adaptation efforts can bring multiple health and equity co-benefits to Oxnard residents, while addressing the persistent inequities. For example, reducing VMT by increasing safe and accessible walking and bicycling infrastructure can increase physical activity, reduce air pollution, and lower injury collisions. These health co-benefits can produce an array of cascading benefits, including reducing chronic disease, lowering obesity levels, reducing respiratory diseases, and improving mental health.

To incorporate the needs of disadvantaged communities into CAP measures, Consultant will:

> Identify the neighborhoods and areas of the City most vulnerable to climate change and focus outreach efforts on those communities;

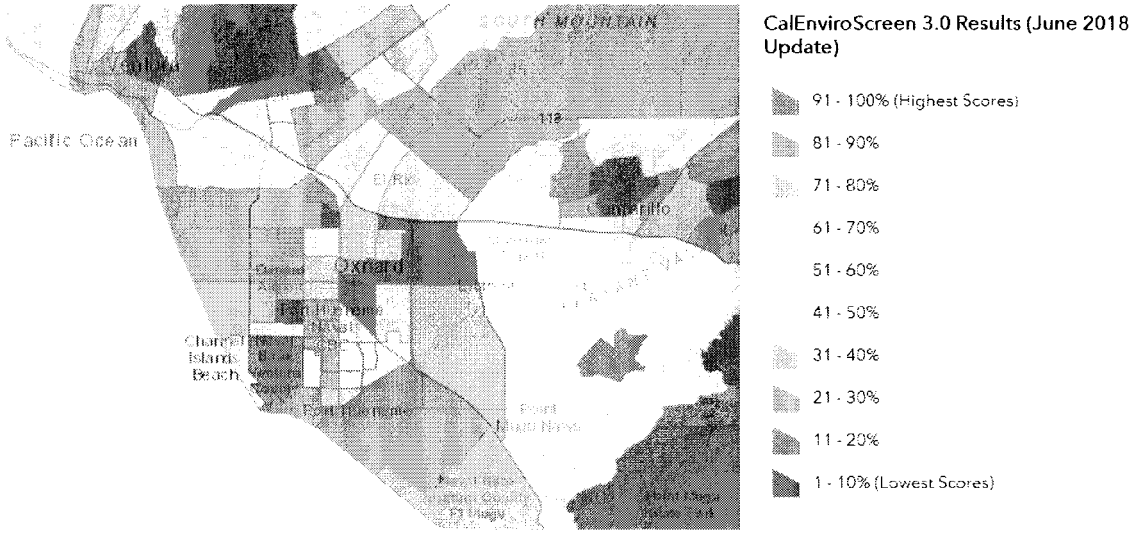
> Incorporate a health and equity assessment of each strategy included in the CAP for emissions reduction and adaptation, and emphasize their public health co-benefits; and

> Identify opportunities for the City to partner with community-based organizations to increase involvement of disadvantaged communities in actions the City is taking to reduce emissions and climate change risks.

CAP Measure Quantification

Based on the review of existing EAP measures and other City sustainability programs conducted above, Consultant will estimate GHG reductions for community and municipal CAP measures for the years 2030 and 2050 using methods and emissions factors consistent with the City's GHG inventories and forecasts.

Figure 2 – CalEnviroScreen 3.0 Results for Census Tracts in Oxnard and Vicinity



State and Regional Measures

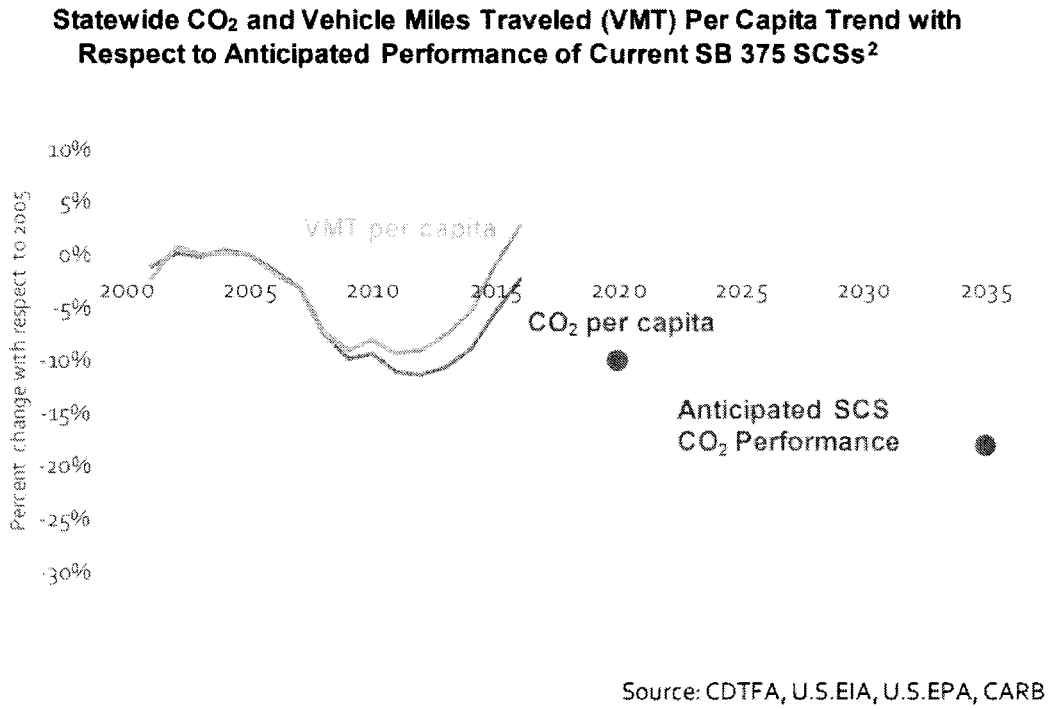
Prior to developing local measures for reducing GHG emissions, it is important to account for the local impact that state and regional measures are expected to have on community GHG emissions. Consultant will adjust the BAU emissions forecasts (Task 1) to account for the expected impacts of foreseeable regional, state, and federal actions, based on the latest information from CARB on the implementation of the AB 32 Scoping Plan. These measures include the Pavley vehicle standards, the state's Renewable Energy Portfolio standards (SB 350), California energy efficiency standards (Title 24), and the early action GHG reduction measures (e.g., vehicle fleet efficiency measures) in the existing Scoping Plan developed by CARB and the state's Climate Action Team (CAT). Regional Measures include SCAG's 2016 RTP/SCS, Ventura County's Electric Vehicle Ready Blueprint, transit enhancements and expansions, and Property Assessed Clean Energy (PACE) programs that are active in the region. Consultant will also incorporate applicable state measures included in the 2017 Climate Change Scoping Plan Update (i.e., 2030 Scoping Plan) and CARB's Short-Lived Climate Pollutant (SLCP) Reduction Strategy as appropriate. This analysis will be conducted to ensure that the GHG reduction potential for all applicable state and regional measures is consistent with the new GHG inventories and BAU forecasts, as prepared under Task 2.

Local Measures

The Consultant team will build from the foundation of locally implemented energy programs we developed for the 2013 EAP to develop a suite of measures across all sectors that enables the City to reach its 2030 target and make substantial progress toward its 2050 target. This will include evaluating current actions that should be updated to better reflect local conditions and priorities and to remove redundancies with state and regional measures. It will also include gathering information about potential additional local measures through stakeholder and public outreach and engagement.

In particular, on-road transportation is likely to be the biggest contributor to the city's GHG emissions, and

Figure 3 – Statewide CO2 and VMT Per Capita Trends with Respect to Anticipated Performance of SB 375 Implementation



Source: CDTFA, U.S.EIA, U.S.EPA, CARB

thus represents the biggest challenge to achieving the deep reductions mandated by the state. Travel patterns in the city are reflective of western Ventura County's relatively low housing costs and relatively long commutes to the jobs-rich areas closer to Los Angeles, as well as unique patterns and seasonal factors related to the city's high employment in the agricultural sector. In addition, the land use pattern in the city and surrounding area is generally low density and creates heavy reliance on vehicle travel. Without changes to land use and development patterns or other investments to transit, bicycling, and walking facilities, VMT is projected to increase with the city's (and region's) population and employment growth. Furthermore, the lack of road pricing in California contributes to high levels of VMT per resident and VMT per worker, especially in lower density communities. Measures that create incentives to take modes other than single-occupancy vehicles can help counter-balance the lack of road pricing in California. As documented in a recent report by CARB,[3] the rate of VMT generation has been increasing in direct contrast to the regional projections from metropolitan planning organizations (MPOs) indicating that VMT per capita would decrease between 2005 and 2035 (see graphic below).

As explained in the CARB report, local agencies have not been willing to make the land use and transportation decisions necessary to achieve the vehicle travel reductions projected by MPOs. This is likely one of the most significant challenges for any local agency CAP. One approach to addressing the connection between land use/development patterns and VMT impact is through the recently adopted SB 743, which incorporates VMT guidelines into the CEQA process for development. This state law goes into effect in July 2020. Our **Optional Task 8** describes how the City of Oxnard can use the CAP process as a means to implement CEQA guidelines related to VMT, thereby linking the VMT impact of development to GHG reduction goals.

3 CARB, 2018. *2018 Progress Report, California's Sustainable Communities and Climate Protection Act*, November 2018. Available: https://ww2.arb.ca.gov/sites/default/files/2018-11/Final2018Report_SB150_112618_01_ExecutiveSummary.pdf.

Consultant will help the City prioritize GHG reduction measures using a planning-level cost-effectiveness analysis to determine which measures will achieve the greatest GHG reductions and sustainability co-benefits at the least cost to the City and the community. Consultant's cost-benefit analysis will assess financial impacts to the City as well as the anticipated environmental, economic, and social benefits. In consultation with the City, Consultant will identify criteria for evaluating and prioritizing measures, which will include the ability to measure and monitor effectiveness, synergy with existing City and regional plans and policies, public health benefits, potential for outside funding, implementation timeframes and feasibility, expected participation rates, adaptation co-benefits, educational impacts and potential for demonstrating City leadership.

For our CAP projects, Consultant offers an easy-to-use Excel-based tool that facilitates an iterative process with our clients for selecting measures, quantifying GHG reductions, and identifying the level of program success needed for the City to achieve its 2030 and 2050 targets. Consultant will guide the City through the process of identifying and prioritizing measures that reduce GHGs the most while being feasible and cost-effective to implement. This includes comparing emission reductions scenarios by turning measures on/off and adjusting measure participation rates (e.g., percent of existing homes installing solar PV panels) and implementation timelines. Through this iterative process we will incorporate City feedback and refine the GHG analysis and target selection for each future year.[4]

Consultant knows from experience with other CAPs that meeting the ambitious target represented by SB 32 for 2030 requires major commitments and prescriptive actions in the energy and transportation sectors. CAPs that are CEQA-qualified to be consistent with SB 32 typically have deep commitments to green energy (e.g., 100% renewable goals) and aggressive goals for reducing vehicle trips, expanding transit-oriented development, and accelerating the uptake of plug-in electric vehicles (EVs) and other low carbon transportation alternatives. Consultant anticipates that similar strategies will be needed for the City to achieve the 2030 target. For transportation measures in particular, it will be important to consider influencing factors, such as land use plans, requirements for land development, and regional infrastructure investment, the private sector impact on vehicle technology (e.g., EV penetration) and shared mobility (e.g., Uber/Lyft, scooters, bike share), and legislative influence such as SB 375 and SB 743 that change industry requirements in the region. Some of these influences may not be relevant in all parts of Oxnard; it will be important to develop a package of VMT reduction strategies that serve the diverse travel needs in the city.

Task 2 Deliverables:

a. Inventory Data and Methods Memo, including socioeconomic and land use assumptions (Draft for City review and comment, and Final)

b. Municipal Data Collection Template

c. 2013 and 2018 GHG Inventories Report (Draft for City review and comment, and Final)

d. Consumption-based GHG Inventory Report

e. Memorandum with proposed 2030 and 2050 GHG reduction targets (Draft for City review and comment, and Final)

f. City of Oxnard GHG Inventory Report (Draft for City review and comment, and Final), to be attached as an Appendix to the CAP.

g. Existing Policies and Programs Review memo including existing EAP program progress (Draft for City review and comment, and Final).

h. Transportation memo presenting the results of VMT modeling and forecasting (Fehr & Peers)

i. Climate Action Plan Measure Quantification Tool (iterative process as described above).

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[4] Note that planning an emission reduction path to 2050 is inherently speculative because relevant planning documents (e.g., the City's General Plan and CARB's 2017 Scoping Plan) do not extend that far into the future, and there is no accurate way to anticipate future policy, technology, and economic developments. Consultant will quantify GHG reductions for 2050 based on data availability and reasonable assumptions regarding these developments.

j. Matrix and cover memo describing GHG reduction measures, including each measure's GHG reduction potential, anticipated cost and co-benefits (Draft for City review and comment, and Final).

Task 2 Assumptions:

a. City of Oxnard staff will lead data collection for all sectors of the municipal inventory, and Consultant will provide templates to guide the data collection effort.

b. The consumption-based GHG Inventory will be based on the best data publicly available through CoolClimate project; Consultant will not be conducting primary research on the consumption habits of Oxnard residents and businesses, other than through public workshops and surveys as included in our scope of work.

Task 3 | Community Outreach and Facilitation

3.1 Community Outreach and Partnerships Plan

Subcontractor, Kearns & West, will prepare a comprehensive plan that establishes the strategy and actions to effectively involve residents, business owners, and other Oxnard stakeholders in the CAP. Contents will include objectives for public involvement, an assessment of engagement considerations and needs for Oxnard's multi-cultural and multi-language communities, communication channels for disseminating project information and involvement opportunities (including social media), and descriptions of anticipated outreach activities that both the City and consultant team will implement. The plan will have a special partnerships section for highlighting community organizations that have established community connections and could help to widen the circle of involvement. Another important component is a process chart showing the outreach activities timing and integration with the CAP technical and planning steps, clearly showing how input will be used to shape and form recommendations.

The Consultant team will be responsible for delivering specific activities and work products identified under subtasks 3.2 through 3.7. Additional outreach and engagement activities (i.e., charrettes, social media campaigns, presentations and kiosks at community venues and events) may be possible, but the extent of the Consultant's team's involvement with such activities would be determined by the available budget and through consultation with the City as the Community Outreach and Partnerships Plan is developed.

3.2 Branding/Graphic Identity

Consultant will develop a graphic identity template to create a consistent look and feel for all project material and to make project components easily identifiable to interested groups and individuals. This template would be used for the project website and all outreach collaterals to ensure project continuity and consistency. The graphic identity will include a logo, color palette, and document layouts and fonts. This branding could then be used on emails, fact sheets, web pages, press releases and other project materials. Consultant will prepare up to three draft concepts of the logo, and based on the comments on the logo, prepare a draft and final document template.

3.3 Project Website, Informational Materials, and Social Media Content

Consultant will create a CAP project website, to be hosted by the City, to allow interested parties to sign up for an email notification list, view project deliverables, and submit comments and suggestions regarding draft public documents. Consultant would design the user interface and code the site, provide text and graphic content, and maintain links to relevant events and documents as the project progresses. The City may want to have Consultant develop a project website to be hosted by www.MySidewalk.com or a similar platform that can support multiple languages, has built in features such as a project calendar, e-mail list sign-up, data dashboards, interactive maps and geospatial data, moderated discussions, web-based forums, and surveys. The CAP project website can be stand alone or linked to the City's website.

The Consultant team will prepare up to two fact sheets prepared at key milestones in the planning process that explain the process, clarify key concepts, discuss potential choices and the merits of certain

policies/decisions, and present upcoming public outreach activities. The Consultant team will prepare up to five social media announcements to be posted by the City through their established channels.

3.4 City Staff Working Group

Partnering with key city staff from relevant departments, Cumming (subcontractor) will convene a CAP Working Group to inform the CAP goals and targets, and the subsequent implementation plan. The CAP Working Group will be made up of management-level city staff and will be the day-to-day partners of the Consultant team in setting targets, prioritizing adaptation strategies, shaping public engagement surrounding the plan, and ultimately implementing the plan. The working group will be responsible for reviewing key deliverables in an advisory role. The Consultant team will facilitate up to four CAP Working Group meetings to review data and documents and discuss key strategies and assumptions. Summary memos will be prepared following each meeting.

To help ensure a successful implementation, the CAP Working Group will be expected to review progress of the reduction measures and monitor the impacts of the CAP over time, and engage with internal stakeholders and the community to build support for the programs.

3.5 External Stakeholder Working Group

Kearns & West will assist the City by providing strategic guidance on member composition and selection process. Kearns & West will also prepare a document that establishes the working group's charge and role in the process, topics and timeline for each meeting, and expectations for involvement and collaborative process (similar to the foundational document that they prepared for the Oxnard Parks and Recreation Master Plan Advisory Committee process). They will also facilitate up to four working group meetings, including providing input on agenda, discussion activities, and presentation materials in addition to meeting facilitation. The facilitator will also review and provide comments draft meeting summaries prepared by either the City or prime consultant. Summary memos will be prepared following each meeting.

3.6 Public Workshops

Kearns & West, working closely with other members of the consultant team, City staff, and the External Stakeholders Working Group, will plan, facilitate, and summarize results of two workshops. For each workshop (assumed to occur at different points in the process and having different purpose/format) they will prepare a logistics plan that details the objectives for the workshops, the kinds of input to be solicited, notification process and timeline, agenda and discussion activities, floor plan, materials list (including preparation responsibility), and dry run schedule. The workshop format and discussion activities will be selected based on ability to conduct them seamlessly in English and Spanish. A senior facilitator and bilingual outreach specialist will conduct the workshops. Following each round, Kearns & West will prepare a summary that includes synthesis of major input themes. Similar to the workshops that Kearns & West conducted for the Ormond Beach Coastal Restoration and Public Access Plan and the Parks and Recreation Master Plan, the CAP workshops will be designed to be fun, family-oriented, positive, and productive.

3.7 Surveys/Virtual Town Halls

As a complement to in-person workshops and engagement, Consultant anticipates conducting two community surveys using MetroQuest (www.metroquest.com), Social PinPoint (www.socialpinpoint.com), SurveyMonkey, or another online engagement platform to obtain feedback on key issues, opportunities, and strategies. Topics addressed can include: identifying priority co-benefits; gauging support for and prioritizing GHG reduction and climate change adaptation strategies; understanding motivations, opportunities, and challenges to reduction strategies; and understanding top environmental considerations. Consultant has found that online surveys are a great way to encourage many people to participate in the process, but also for Consultant to easily analyze responses by demographics, neighborhood location, and length of tenure in the City.

3.8 City Committees, Planning Commission and City Council Meetings

Consultant team members will prepare for, attend, and present at one meeting with the Planning Commission, two meetings with the City Council, and up to two meetings with City committees. These meetings will serve to engage key City staff, the City commissions and City Council on the development of the Climate Action Plan and CEQA documents. The project team will support City staff to prepare a PowerPoint presentation to summarize the findings within the Climate Action Plan and CEQA Environmental Checklist and the Addendum. The team will assist City staff to prepare staff reports and the City Council Resolution to adopt the Final Climate Action Plan and CEQA document and present the project at the final City Council adoption hearing. The City will be responsible for agenda distribution and noticing.

Task 3 Deliverables:

a. Draft and final Community Outreach and Partnerships Plan, including stakeholder list.

b. Up to three draft logo designs and final logo design

c. Draft and final graphic identity template (draft and final document template).

d. Project website, designed and coded by the Consultant Team

e. Up to two fact sheets (draft and final)

f. Up to five social media announcements.

g. Assistance with creating CAP Working Group made up of key City staff, and convening of up to four meetings, attended by up to two Consultant team members.

h. Assistance with creating External Stakeholder Working Group, and convening of up to four meetings, attended by up to two Consultant team members.

i. Plan, facilitate, and summarize results of two public workshops.

j. Conduct two community surveys.

k. Attendance and presentation 1 Consultant Team member at up to five meetings with City committees (2), Planning Commission (1), and City Council (2).

l. Materials for meetings, including staff reports and PowerPoint presentations.

Task 3 Assumptions:

a. The City of Oxnard is responsible for fees related to meeting facilities, advertising and noticing, and translation of written materials not associated with the two public workshops.

b. The City will create and maintain contact data base.

c. The Consultant team will prepare a draft and final PowerPoint presentation for each meeting (up to 15). Graphic content included in the presentations will be already produced as part of other tasks. No new graphics or maps will be produced.

d. Workshop materials are limited to a two-page fact sheet and materials already produced as part of other tasks. No new poster content will be developed.

e. City staff would be responsible for production of workshop materials.

f. Meetings and community workshops are assumed to be no longer than two hours in length.

Task 4 | Implementation and Monitoring Plan

Consultant will develop a CAP Implementation and Monitoring Plan that includes a timeline for implementation, an outline of administration and staffing needs, financing and budgeting options, roles of key partners, and the anticipated need for public participation. The Implementation and Monitoring Plan will

identify a responsible entity or City department for each CAP measure, along with implementation milestones (e.g., municipal code adopted), schedule of GHG inventory updates, and performance metrics for tracking effectiveness of each CAP measure. Consultant will provide a project review section explaining the use of the Project Consistency Checklist (Optional Task 6) and other requirements of CEQA, and the approach for the City to update the GHG inventory and Climate Action Plan in future years. Consultant anticipates that the Implementation and Monitoring Plan will become a chapter in the CAP or an appendix to the CAP.

If Optional Task 7 to develop the Climate Action Plan Monitoring Tool is included, the CAP Implementation and Monitoring Plan will also include instructions on using the tool to track emission reductions and monitor progress toward the City's reduction targets.

Task 4 Deliverables:

a) Implementation and Monitoring Plan (Draft and Final) to be incorporated as a chapter in the CAP.

Task 5 | CEQA

To adopt the Climate Action Plan means that it must undergo environmental clearance under CEQA. Consultant will prepare the appropriate CEQA document to allow adoption of the Climate Action Plan. At this juncture, Consultant anticipates that the CEQA document for the CAP could most reasonably be an Addendum to the certified General Plan EIR, consistent with CEQA Guidelines Section 15162. This approach is based on Consultant's anticipation that implementation of the Climate Action Plan—specifically the strategies, measures or actions identified therein—would not result in any substantial changes or new or substantially more severe environmental impacts that are identified in that EIR. In general, Consultant anticipates that most environmental effects will be comparable or beneficial to those described in the General Plan EIR, although specific current regulatory guidelines and an updated baseline could result in different effects. However, all final determinations of impact significance will ultimately be based on the drafted CAP and analyses conducted as part of our environmental review.

The Consultant team will prepare an Environmental Checklist for City Staff review that will address each environmental topic under CEQA. It will assess each topic at a level of detail suitable to assess whether implementation of the CAP could potentially trigger preparation of a new or supplemental EIR. Upon City review and approval of the Checklist, Consultant will prepare an Addendum to the EIR, which will briefly summarize the findings of the Environmental Checklist, and will explain the conditions for an Addendum and the City's decision not to prepare a subsequent EIR, pursuant to CEQA Guidelines Section 15162.

A "qualified" CAP has the benefit of providing programmatic CEQA clearance of GHG emissions for future development projects within the jurisdiction of the City. This clearance can help reduce barriers to development by streamlining the CEQA process. When a project is consistent with a CAP that satisfies the criteria in CEQA Guidelines Section 15183.5(b)(1), a lead agency may also presume that the project's GHG emissions are less than significant. The City can save time and resources for policy research, impact analysis and forecasting, and mitigation measure development when working on project-specific environmental documents. A CAP satisfying the criteria in Section 15183.5(b)(1) can also be used to establish consistency with general plans and general plan EIRs. This method of streamlining is a way for lead agencies to reduce project-level environmental review by relying on robust evaluation at the programmatic level.

Task 5 Deliverables:

a. One (1) administrative draft of the Environmental Checklist and the Addendum is assumed. All documents will be submitted in digital format (Word and PDF version). CEQA does not require that the City publish an addendum for public review; therefore, this scope assumes it will deliver to the City up to five (5) printed documents of the final Environmental Checklist and Addendum in addition to digital formats.

b. One (1) final version of the Environmental Checklist and the Addendum

c. Project Consistency Checklist (Draft [1] for City review and comment, and Final)

Task 5 Assumptions:

a. Consultant assumes that the appropriate CEQA document for the CAP will be an Addendum to the certified General Plan EIR, consistent with CEQA Guidelines Section 15162.

Optional Tasks

Optional Task 6 | Climate Action Plan Consistency Checklist for New Development

Consultant will develop a consistency checklist for new development (including both residential and industrial/commercial development) to determine consistency with the CAP and 2030 target for CEQA streamlining purposes. The checklist will be based on the measures that apply to new development in order to be consistent with the 2030 reduction target of the CAP. The checklist can be used use by local agency planning staff to assist in determining a discretionary project's consistency with the CAP. The purpose of the checklist is both to evaluate consistency with the CAP and to facilitate local and regional monitoring as required by CEQA Guideline 15183.5. Discretionary projects that can utilize the checklist to demonstrate consistency with all applicable mandatory local or regional measures in the CAP can conclude that their impacts related to GHG emissions would be less than significant under CEQA because the project would be consistent with a qualified GHG reduction plan under State CEQA Guidelines Section 15183.5.

Consultant will design the checklist to provide clear direction to project proponents and stakeholders as to what is required and what is optional in terms of achieving project consistency with the CAP for 2030. This work will be provided as an appendix to the CAP.

Optional Task 6 Deliverables:

a. Project consistency checklist for new development (for both residential and industrial/commercial development)—Draft and Final.

Optional Task 7 | Implementation Tracking and Monitoring Tool

As described in the Overview section of this proposal, Consultant will develop a custom dashboard tracking and forecasting tool that stores program details, tracks implementation and performance indicators, and measures progress of individual measures in reducing GHG emissions. The tool will allow City staff to enter activity data and participation rate information and calculate GHG emission reductions consistent with the methods, protocols, and emission factors used for the inventories, BAU forecasts, and GHG reduction calculations prepared in Tasks 1, 2 and 3.

The tool will be intuitive, easy to use, well-organized, and accessible to city staff to track implementation and performance indicators and measures over time. It will include a dynamic dashboard with intuitive charts, graphics, and summary information illustrating the progress of the City's GHG reduction efforts. The dashboard will include tables, figures, and summary graphics that can be used in progress reports and presentation templates to illustrate progress toward the 2030/2050 targets, GHG reductions achieved to date, and progress on key performance indicators (e.g., economic, health, and adaptation). Priority features and functions of the dashboard will be coordinated and documented during the scoping process, but will likely contain the City's targets, GHG reductions achieved to date, progress on key performance indicators (e.g., economic, health, and adaptation), co-benefits, and narrative sections for the City to describe progress in key sectors.

7.1 Tool Scoping

As a first step, Consultant will prepare a scoping memorandum to identify the key parameters to incorporate in the tool, outline options for the look of the tool interface, and discuss characteristics of the summary

dashboard. Consultant will incorporate City and stakeholder feedback on the memorandum into the development of the tool to make sure that the tool contains desired functions and capabilities.

7.2 Tool Development

Consultant will initiate requirements gathering and tool design using Excel, which will take data inputs from City staff (such as the number of homes installing solar or performing energy efficiency retrofits in a given year), and calculate GHG emission reductions using the same calculations, emission factors, and assumptions used in the inventories, forecasts, and GHG reduction measure analysis. The tool output GHG emission reductions, performance indicators, and other tracking metrics identified in the scoping memo and through City and stakeholder consultation. The tool will:

1. Have an intuitive, easy-to use interface where City staff can easily enter tracking data.
2. Track priority performance indicators, metrics, and benchmarks of individual measures, including economic, health, and adaptation indicators, and other important parameters identified in the scoping process.
3. Allow for updates to emission factors, growth forecasts, and other factors that are likely to change over time.
4. Allow interactive tracking so that adjustments to the reduction measures can be made during implementation if something is off track and can be easily remedied.
5. Allow for a quantitative assessment of progress toward the 2030 and 2050 targets.
6. Distill complex tracking data to the most useful and important information.

Options for tracking transportation-specific indicators include use of "free" data such as Caltrans Highway Performance Monitoring System reports of VMT that are published annually or use of a subscription to StreetLight data to track VMT (and other important metrics) by month and by year. The StreetLight option is much more expensive but could provide a range of useful metrics for multiple city purposes.

Data required for input into the tool to track measure progress will be clearly identified in the tool and further explained in a user guide, which will be presented to the City during a training session. Following the training, Consultant climate change specialists will serve as a technical resource to City staff to assist with using the tool and tracking GHG reduction progress.

Optional Task 7 Deliverables:

a. Implementation and Monitoring Tool (Draft [1] for City review and comment, and Final).

b. User Guide Documentation and training to City staff on using the tool.

Optional Task 8 – SB 743 Implementation

SB 743 (2013) replaces vehicle level of service (LOS) with VMT for purposes of environmental impact analysis under CEQA. Compliance with the new CEQA Guidelines requires lead agencies to answer the following SB 743 implementation questions:

1. What is the preferred methodology for estimating and forecasting VMT considering that this metric is a required input for air quality, energy, GHG, and now transportation impact analysis in CEQA?
    a. What travel forecasting model will be used to estimate baseline VMT for citywide or regional averages?
    b. How will the lead agency ensure that project-scale VMT analysis is consistent with the methodology used to estimate thresholds?
2. What are the significance thresholds for VMT impacts under 'baseline' and 'cumulative' conditions?
    a. Does the lead agency accept the OPR Technical Advisory recommendation that land use projects and plans within metropolitan planning organization (MPO) areas can achieve a 15 percent reduction in VMT per capita or per worker compared to existing conditions?

   b. Does the lead agency want to establish thresholds that are more protective of the environment and consistent with state GHG reduction goals?
3. Does the lead agency want to take advantage of VMT impact screening?
   a. Will VMT impact screening be allowed for residential and employment land uses based simply on location within a transit priority area (TPA) or low-VMT generating area?
   b. Will screening also be allowed for local-serving retail projects consisting of less than 50,000 square feet?
4. What mitigation does the lead agency consider to be feasible for VMT impacts?
   a. If travel demand management (TDM) is used, how will the lead agency verify its effectiveness over time since many TDM programs are building tenant dependent?

The Consultant team, led by Fehr & Peers, will guide the City through each of the decisions and provide a written guidance document for transportation impact analysis related to the general plan, CAP, land use projects, and transportation projects. Related to the general plan guidance, information will be provided about the use of Section 15183 of the CEQA Guidelines with respect to addressing VMT impacts at the citywide level and providing streamlining for subsequent projects.

RATES AND COSTS EXHIBIT

City of Oxnard CAP Cost Budget
ESA Labor Detail and Expense Summary

		ESA Labor		Cumming	Kearns & West	Fehr & Peers
		ESA Total Hours	ESA Labor Subtotal	Labor	Labor	Labor
Task #	**Task Name/Description**					
1.0	**Climate Action Plan**		$ 56,684	$ 15,000	$ -	$ 2,950
1.1	Climate Change Vulnerability and Risk Assessment	173	$ 26,184	$ 5,000	$ -	$ 2,950
1.2	Draft Climate Action Plan	190	$ 30,500	$ 10,000	$ -	$ -
2.0	**GHG Inventory, Quantification, and Reduction Targets**		$ 70,104	$ 38,400	$ -	$ 22,050
2.1	Prepare Community-wide and Municipal GHG Inventories	251	$ 31,600	$ 9,400	$ -	$ 5,880
2.2	GHG Emissions Forecasts and Targets	47	$ 7,120	$ 2,000	$ -	$ 8,820
2.4	Develop Strategies and Programs for GHG Emission Reduction`	234	$ 31,384	$ 27,000		$ 7,350
3.0	**Community Outreach and Facilitation**		$ 41,286	$ 18,500	$ 36,750	$ -
3.1	Community Outreach and Partnerships Plan	10	$ 1,840	$ 1,000	$ 4,410	
3.2	Branding/Graphic Identity	22	$ 3,048	$ -	$ -	$ -
3.3	Project Website, Informational Materials, and Social Media Content	64	$ 9,318	$ 1,500	$ -	$ -
3.4	City Staff Working Group	22	$ 4,272	$ 8,000	$ -	$ -
3.5	External Stakeholder Working Group	20	$ 3,840	$ 2,000	$ 11,760	$ -
3.6	Public Workshops	36	$ 6,896	$ 4,000	$ 20,580	$ -
3.7	Surveys/Virtual Town Halls	18	$ 2,664	$ -	$ -	$ -
3.8	City Committees, Planning Commission and City Council Meetings	48	$ 9,408	$ 2,000	$ -	$ -
4.0	**Implementation and Monitoring Plan**	73	$ 10,280	$ 5,000	$ -	$ -
5.0	**CEQA**	146	$ 21,486	$ -	$ -	$ -
Total Hours		1,354				
Total Labor Costs			**$ 199,840**	**$ 76,900**	**$ 36,750**	**$ 25,000**

Subtotal ESA Labor Cost	**$ 199,840**			
ESA reimbursable travel, materials, equipment	$ 1,500			
Printing	$ 4,000			
Subtotal ESA Reimbursable Expenses	**$ 5,500**			
Subcontractor Labor Cost	**$ 138,650**			
Subcontractor Markup cost (waived)	**$ -**			
Subcontrator Reimbursable Expenses (workshop materials; travel)	**$ 5,500**	$ 1,500	$ 3,500	$ 500

BASE PROJECT TOTAL	**$ 349,490**

Base Project Cost by Firm	ESA	Cumming	Kearns & West	Fehr & Peers
	$ 205,340	**$ 78,400**	**$ 40,250**	**$ 25,500**

Optional Tasks - Initial Cost Estimates		ESA	Cumming	Kearns & West	Fehr & Peers
6.0	Climate Action Plan Consistency Checklist for New Development	$ 13,000			
7.0	Implementation Tracking and Monitoring Tool	$ 20,000	$ 3,000		$ 3,000
8.0	Implement SB 743	$ 2,000			$ 18,000
	Additional In-person Meetings (per)	$ 3,000			
		$ 38,000	**$ 3,000**		**$ 21,000**

OPTIONAL TASKS TOTAL	**$ 62,000**
TOTAL WITH OPTIONAL TASKS	**$ 411,490**

ESA Team

Title	Rate per Hour
Project Director	$216
Project Manager	$216
Program Manager	$216
Senior Managing Associate	$186
Managing Associate	$176
Deputy Project Manager	$176
Senior Associate	$156
Associate III	$128
Project Technician III	$125
Associate II	$118
Associate I	$103
Project Technician II	$103

SCHEDULE OF SERVICES EXHIBIT

	Task	2020										2021							
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1.0	**Climate Action Plan**																		
1.1	Climate Change Vulnerability and Risk Assessment																		
1.2	Draft Climate Action Plan																		
2.0	**GHG Inventory, Quantification, and Reduction Targets**																		
2.1	Prepare Community-wide and Municipal GHG Inventories																		
2.2	GHG Emissions Forecasts and Targets																		
2.3	Develop Strategies and Programs for GHG Emission Reduction																		
3.0	**Community Outreach and Facilitation**																		
3.1	Community Outreach and Partnerships Plan																		
3.2	Branding/Graphic Identity																		
3.3	Project Website, Informational Materials, and Social Media Content																		
3.4	City Staff Working Group			●				●				●				●			
3.5	External Stakeholder Working Group				●			●			●				●				
3.6	Public Workshops						●				●								
3.7	Surveys/Virtual Town Halls					●				●									
3.8	City Committees, Planning Commission and City Council Meetings			●				●			●					●			●
4.0	**Implementation and Monitoring Plan**																		
5.0	**CEQA**																		
	Project Management Meetings	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
OPTIONAL TASKS																			
6.0	**Climate Action Plan Consistency Checklist for New Development**																		
7.0	**Implementation Tracking and Monitoring Tool**																		
8.0	**SB 743 Implementation**																		

● key meetings and workshops

INSURANCE EXHIBIT

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 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 <u>and</u> 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.

12/19

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 LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD
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

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

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 $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
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: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
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 _____

City of Oxnard Climate Action Plan

Jeffrey Lambert, Community Development Director
Kathleen Mallory, Planning & Sustainability Manager
Community Development Department

City Council
March 17, 2020

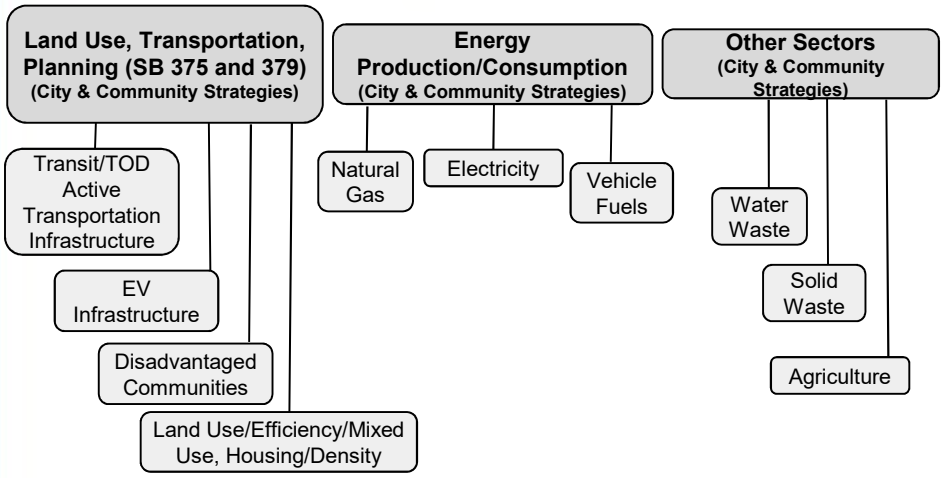
What is a CAP?

Why is it important to have a Climate Action Plan?

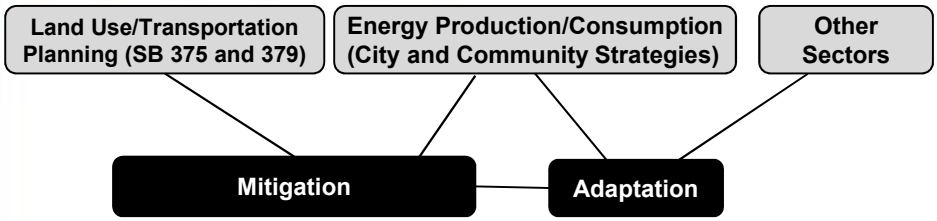
- Establish cohesive sustainability strategies, implementation measures, and metrics for measuring progress and success;
- Identifies ways communities will respond to sustainability mandates;
- Identified/explains community's climate challenges and opportunities; describe trade-offs/choices in pursuing climate and greenhouse gas (GHG) reduction goals;
- Serve as a mechanism to develop the City's sustainability initiatives, strategies and plans;
- Demonstrate how City will adapt and improve its resilience to current and future climate hazards;
- Creates policies to address disadvantaged communities; and
- Outlines wider social, environmental, and economic benefits due to implementation; improves distribution of these benefits throughout the city's population.

2

Oxnard Climate Adaptation Action Plan (CAAP)



Oxnard Climate Adaptation Action Plan (CAAP)



- Policies, and Programs
- GHG emissions benchmark
- GHG reduction target
- Implementation and monitoring

- Climate change
- Local weather change
- Water supply
- Storm and wind events
- Economic impacts
- Public safety
- Property impacts
- Public infrastructure
- Sea level rise

Background

- January 2019: City Council approved the appropriation of $350,000 for the City's Climate Action Plan (CAP).
- CAP provides the framework for how the City will reduce greenhouse gas emissions.
  - Identifies how the City will address the impacts of climate change on public health, infrastructure, ecosystems, and public spaces in the community.
- CAP will feature health equity and climate justice, consistent with the City's Sustainable Community (SC) Element of the General Pan (Chapter 2), SC-1.3 and all other relevant General Plan climate policies.

5

Background (continued)

- October 2019: Request for proposals distributed - City received five responsive bids
- ESA unanimously selected by evaluation committee
- Contract total of $411,490 ($350,000 previously appropriated)
  - Cost of the agreement is $349,490 over a two-year period.
  - Additional $62,000 in optional tasks.
    - Would be funded by a future grant or General Plan Maintenance Fee, which will be requested for appropriation at an upcoming City Council meeting. GP maintenance funds have restrictions on use
- CAP work will assist in developing the 2045 General Plan

6

CAP Scope

- **Climate Change Vulnerability and Risk Assessment**
  - Assessment to address climate change hazards:

Higher Temperatures	Extreme Precipitation Events
Rising Sea Levels	Cascading Impacts of Flood
Drought	Fire Risk

- Adaptation strategies to reduce risks.

7

CAP Scope (continued)

- **Greenhouse Gas Inventory, Quantification, and Reduction Targets**:

  Update to City approved 2013 Energy Action Plan (EAP). Will look at municipal and community energy inventories; baseline Greenhouse Gas inventory for the City.

- **Community Outreach and Facilitation** - Engagement with residents, business owners, and other Oxnard stakeholders. Outreach will be to multicultural and multilingual communities,
  - Branding/graphic identification, project website, social media announcements, and web based informational materials.

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CAP Scope (continued)

- **Implementation and Monitoring Plan** - schedule of GHG inventory updates, and performance metrics for tracking effectiveness of each CAP measure.
- **California Environmental Quality Act (CEQA)** - CEQA review.
  - Programmatic CEQA clearance of GHG emissions for future development projects within the jurisdiction of the City.
- **Optional Elements**: CAP Consistency Checklist for New Development and Implementation Tracking and Monitoring and augmented community engagement.

9

Recommendation

That the City Council approve Agreement #8882-20-CD with Environmental Science Associates (ESA), Inc. for the preparation of the City's Climate Action Plan in the amount of $349,490 and $62,000 in optional tasks which may be funded by future grants.

10

CITY OF
OXNARD
CALIFORNIA

Discussion

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.2

DATE: March 17, 2020

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Sakioka Development Agreement Authorization. (10/15/10)

RECOMMENDATION

That the City Council:
1. Determine entering into a development agreement with Sakioka Farms, a California general partnership and AMS CRAIG, LLC, a Delaware limited liability company (collectively, the "Developer") is warranted and desirable for the project; and
2. Direct City staff to negotiate a development agreement with the Developer for recommendation by the Planning Commission and consideration by the City Council.

BACKGROUND

City Council Resolution No. 10,448, approved in 1992, outlines the process by which the City shall consider a requested development agreement. This resolution states: "As an early part of the land use decision-making process, City Council shall determine whether a development agreement is warranted for a proposed development project." In making this determination the City Council shall consider: (A) whether the developer is willing to provide significant benefits to the City that may include capital facilities, open space, environmental, educational, social, and cultural needs of the City; and (B) whether the impacts and benefits justify the use of a development agreement.

The owners of the Sakioka property have submitted a request to consider a development agreement for an approximately 430 acre property generally bounded by the 101 Freeway to the north, Rice Avenue to the west, property east of Del Norte Avenue to the east and adjacent industrial property to the south.

DISCUSSION

The Sakioka property is governed by the Sakioka Farms Business Park Specific Plan, which was adopted by the City Council on June 12, 2012. The proposed development agreement is intended to control the implementation of this Specific Plan and its anticipated 8,500,000 square feet of overall development for business, research park, light industrial and commercial uses.

The Developer is requesting specific concessions from the City in exchange for the above described community benefits:

1. 20 year term of the development agreement, with an automatic 10 year extension upon request of the Developer. *City staff does not support a 20 year term. City staff recommends a 15-year initial term, with a discretionary 10 year extension.*
2. Freezing City development fees for 5 years. C*ity staff recommends this, subject to the City's adoption of new development impact fees later this spring.*

3. Locking in the existing provisions of the General Plan, Specific Plan, City zoning ordinances and related matters for the term of the Development Agreement.
4. Developer funded expedited processing of permits and approvals.

The proposed development agreement would provide the following benefits to the City:

1. Orderly development of the Project as it is constructed over time that would facilitate: A.) Significant employment growth in the City resulting from both the construction and use of the Project; and B.) Significant increase in tax revenues from the development of the Project.
2. Permanent funding of three additional firefighters for Fire Station 5 that would enhance fire protection services within the City. The permanent funding would be provided through a Community Facilities District, and would be in lieu of the construction of a fire station within the Specific Plan area.
3. Dedication of land for the extension of Gonzales Road at no cost to the City.
4. Dedication of up to 3 Acres of land for the Del Norte/101 Interchange at no cost to the City.
5. Conveyance of groundwater rights to the City as the project develops at no cost to the City.
6. Installation of public improvements (including the roadway system within the Specific Plan area) that benefits the Project, the City and the region.

Based upon the benefits that the Developer is willing to provide pursuant to the proposed Development Agreement, City staff recommends that the City Council make a determination that a Development Agreement is desirable for the project and direct City staff to negotiate a Development Agreement with the Developer, which would be presented to the Planning Commission and City Council this spring.

STRATEGIC PRIORITIES

This agenda item supports the Economic Development strategy. 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. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Objective 1a. Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.

Goal 2. Enhance business development throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

Objective 2b. Improve relationships and communication between the City and the business community.

Objective 2d. Public safety will collaborate with the business community to promote an environment that supports economic development.

Goal 3. Enhance business retention and attraction.

FINANCIAL IMPACT

No direct fiscal impact is anticipated by the initiation of development agreement negotiations. However, detailed fiscal impact analysis will be presented with the development agreement when it is presented to the City Council for consideration.

COMMITTEE OUTCOME

This is a request to initiate a development agreement; should the City Council agree with staff's recommendation that a development agreement is warranted, the agreement will be negotiated by City staff, and will require a recommendation by the Planning Commission before it is returned to the City Council for consideration and adoption. It will not be presented to Council Committee.

Prepared by: Jeffrey Lambert, Community Development Director

ATTACHMENTS

1. PowerPoint - CC 03.17.20 Sakioka Development Agreement Authorization

Sakioka Development Agreement Authorization

Jeffrey Lambert, Community Development Director
Community Development Department

City Council
March 17, 2020

CITY OF OXNARD CALIFORNIA

Background

- City Council resolution No. 10,448 approved in 1992 outlines the process by which the City shall consider a requested development agreement.
- This resolution states:

  "As an early part of the land use decision-making process, City Council shall determine whether a development agreement is warranted for a proposed development project."

2

Discussion

City Council Consideration:

A. Whether the developer is willing to provide significant benefits to the City including capital facilities, open space, environmental, educational, social, and cultural needs of the City and

B. Whether the impacts and benefits justify the use of a development agreement.

3

Discussion

Sakioka Farm has submitted a request to consider a development agreement for an approximately 430 acre property generally bounded by the 101 Freeway to the north, Rice Avenue to the west, property east of Del Norte Avenue to the east and adjacent industrial property to the south.

4

Concessions

The Developer is requesting specific concessions from the City in exchange for the community benefits provided:

1. 20 year term of the development agreement, with an automatic 10 year extension upon request of the Developer. (City staff recommend a 15-year initial term, with a discretionary 10 year extension.)
2. Fixing existing City development fees for 5 years (subject to the City's adoption of new development impact fees later this spring).
3. Locking in the existing provisions of the General Plan, Specific Plan, City zoning ordinances and related matters for the term of the Development Agreement.
4. Expedited processing of permits and approvals.

5

Community Benefits

1. Orderly development of the Project to construct 8,500,000 square feet of overall development for business, research park, light industrial and commercial uses
   a. Employment growth in the City resulting from both the construction and use of the Project;
   b. Increase in tax revenues from the development of the Project
2. Permanent funding of three additional firefighters for Fire Station 5 that would enhance fire protection services within the City.
3. Dedication of land for the extension of Gonzales Road at no cost to the City.
4. Dedication of land for the Del Norte/101 Interchange at no cost to the City.
5. Conveyance of groundwater rights to the City as the project develops at no cost to the City.
6. Installation of public improvements (including the roadway system within the Specific Plan area) that benefits the Project, the City and the region.

6

Next Steps

- Negotiate Development Agreement
- Process Development Agreement along with Tentative Tract Map
  - ➢ Complete CEQA determination
  - ➢ Planning Commission public hearing and recommendation to City Council
  - ➢ City Council Housing and Economic Development Committee discussion and recommendation
  - ➢ City Council public hearing

7

Recommendation

That the City Council determine entering into a development agreement with Sakioka Farms, a California general partnership and AMS CRAIG, LLC, a Delaware limited liability company (collectively, the "Developer") is warranted and direct City staff to negotiate a development agreement for recommendation by the Planning Commission and consideration by the City Council.

8

CITY OF OXNARD CALIFORNIA

Discussion

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.3

DATE: March 17, 2020

TO: City Council

FROM: Kevin Riper, Chief Financial Officer, (805) 385-7475, kevin.riper@oxnard.org

SUBJECT: FY 2019-20 Budget Mid-Year Review. (20/10/5)

RECOMMENDATION

That the City Council:
1. Receive an update on the latest FY 2019-20 revenue and expenditure projections for major funds;
2. Approve for the Information Technology Fund (731) a budget appropriation request in the amount of $297,828.17 for prepayment of FY 2020-21 vendor costs;
3. Approve for the Golf Course Operating Fund (651) a full-year revenue estimate of $4,259,666 ("Non-departmental -- American Golf Corporation (AGC)") and a full-year budget appropriation request in the amount of $4,136,638 ("Golf Course - AGC");
4. Approve for the Customer Billing Operations Fund (725) a budget appropriation request in the amount of $300,000 to reflect the current allocation of bank charges; and
5. Adopt a resolution amending the position control resolution for Information Technology.
(Finance and Governance Committee approved 3-0)

BACKGROUND

General Fund (101)
The General Fund table (attached) provides detail. Highlights include:

Revenues: FY 2019-20 General Fund revenues are now projected at $140.5 million, up $1.1 million from the Revised Budget estimate of $139.4 million. The increase results from three main factors: a $1.2 million increase in the projection for sales tax revenue; a $1.5 million increase in the projection for other revenue; offset in part by a $1.7 million decrease in revenue from fees and charges.

The sales tax revenue increase arises from a $1 million higher base last fiscal year (FY 2018-19) when taxable sales during the last two quarters of the fiscal year proved slightly stronger than projected by HdL (the City's consultant) in the spring of 2019. The increase in other revenue is attributable to a one-time receipt of $1.8 million from the City of Laguna Beach in exchange for all of Oxnard's Rule 20A credits for utility undergrounding.

The decrease in fees and charges is caused by General Fund staff positions charging less time than expected to capital improvement projects for other funds, primarily the utility enterprise funds (water, wastewater and environmental resources). The primary reason for the lower charges is that many of the positions are vacant, as the Public Works Department struggles to attract and retain civil engineers and CIP project managers in a labor market with the lowest unemployment rate in half a century. Obviously, if staff positions are vacant, there is no one to execute scheduled CIP projects or charge time to them. Thus, much of the revenue shortfall is offset by salary savings on the expenditure side.

Expenditures: FY 2019-20 General Fund expenditures are now projected at $142.4 million, half a million dollars below the Revised Budget total of $143.0 million. The decrease in projected expenditures results from four main factors: $0.5 million of savings versus appropriations in the Public Works Department, due to persistent vacancies in Construction and Engineering Design Services (as noted in the paragraph immediately above); $0.4 million of savings versus appropriations in the Police Department, also due primarily to vacancies; and $1.9 million of savings versus appropriations in Non-Departmental costs (due to the spreading to individual department budgets in the General Fund of nearly three-quarters of a million dollars of labor costs associated with recently approved memoranda of understanding with bargaining units; less anticipated spending for contingencies now that half the fiscal year has elapsed; and expected lower costs for non-departmental contracts and assessment district payments); all offset in part by a projected $2.3 million excess of expenditures over appropriations in the Fire Department, due to overtime and station coverage.

Available Fund Balance: The FY 2019-20 General Fund Adopted Budget assumed a starting fund balance at July 1, 2019, of $14.8 million, or 10.8 percent of expenditures plus transfers out. During the latter half of FY 2018-19, a combination of slightly higher revenue (mostly sales tax, as discussed above) and greater vacancy savings on the expenditure side eventually produced a starting fund balance of $19.6 million, or 13.8 percent of expenditures plus transfers out.

City Council's policy target for General Fund reserves is an available fund balance of at least 12 percent of expenditures plus transfers out.

The latest projections explained above for General Fund revenues ($140.5 million) and expenditures plus transfers out ($142.4 million) imply an FY 2019-20 operating deficit of $2.0 million. Subtracting that $2.0 million operating deficit from the starting fund balance of $19.6 million yields a projected ending fund balance at June 30, 2020, of $17.6 million, or 12.4 percent of expenditures plus transfers out.

Measure O (Half-Cent Sales Tax) Fund (104)

The Measure O Fund table (attached) provides detail. Highlights include:

Revenues: For FY 2019-20 Measure O Fund revenues are now projected at $17.2 million, up $0.3 million from the budget estimate of $16.9 million. The increase results from projected higher transactions and use tax revenue.

Expenditures: FY 2019-20 Measure O Fund expenditures – including an anticipated $3.1 million of carryover into FY 2020-21 – are now projected at $24.4 million, about 6 percent lower than the Revised Budget estimate. The savings are due mostly to lower annual maintenance cost of the intelligent traffic system (ITS), lower capital improvement of costs for fire station roofing projects, delay of homeless programming, and lower recruitment cost for the Police Academy.

Available Fund Balance: The FY 2019-20 Measure O Fund Adopted Budget assumed a starting available fund balance at July 1, 2019, of $11.9 million. The actual starting fund balance was $12.0 million. The latest projections for Measure O Fund revenues ($17.2 million) and expenditures ($24.4 million, including $3.1 million of anticipated carryover) imply an FY 2019-20 operating deficit of $7.2 million (again, including $3.1 million of anticipated carryover). Subtracting that $7.2 million operating deficit, including carryover, from the starting fund balance of $12.0 million yields a projected ending fund balance at June 30, 2020, of $4.8 million, as shown in the lower right of the Measure O Fund table. Keep in mind the City's ongoing Measure O expenditures exceed its Measure O revenues, so maintaining a sufficient fund balance is necessary to pay for programs and debt.

Utility Enterprise Funds (Water, Wastewater, Environmental Resources)

A table for each enterprise fund (attached) provides detail.

Revenues: FY 2019-20 Water Fund revenues are now projected at $65.4 million, down $1 million from the Revised Budget estimate of $66.3 million. The decrease results from lower sales of recycled water.

FY 2019-20 Wastewater Fund revenues are now projected at $73.6 million, up $3 million from the Revised Budget

estimate of $70.5 million. The increase results from higher consumption along with one-time receipt of treatment connection fees.

FY 2019-20 Environmental Resources Fund revenues are now projected at $49.9 million, up $.7 million from the Revised Budget estimate of $49.3 million, mainly due to higher revenue from tipping fees.

Expenditures: The updated FY 2019-20 projections for expenditures in the Water, Wastewater, and Environmental Resources Funds are lower compared to the Revised Budget. Anticipated savings in personnel, other operations and maintenance, and especially capital outlay combine to yield a lower estimate of year-end spending. The reduction in expected spending on capital outlay is attributable to the position vacancies in Public Works -- Construction and Engineering Design Services, described above under the General Fund.

Available Fund Balance: All three enterprise funds are comfortably above their target reserve levels (25 percent of expenditures).

Recommended $297,828.17 appropriation for Information Technology Fund (741), which will not affect fund balance

Except for the dollar amount, this item is identical to one the Committee considered and voted to recommend at its March 26, 2019, meeting pertaining to last fiscal year's budget.

The technology industry has adopted a financial model whereby customers like the City pay software license and usage charges in advance. This fiscal year the Information Technology (IT) Department already has, or will receive, $297,828.17 worth of invoices for software license and usage charges that apply to next fiscal year (FY 2020-21), but which must be paid this fiscal year.

In order to pay those invoices, which are listed in an attachment, the IT Department needs an appropriation for the $297,828.17. This appropriation will not affect fund balance in the Information Technology internal service fund (731), because the prepayment will be recorded on the City's books as an asset this fiscal year, not as an expense. In essence, this is a balance sheet transaction, converting cash to prepaid items on the asset side of the balance sheet for the Information Technology Fund. An appropriation from City Council is necessary, however, in order for the IT Department to pay the prepaid items to its vendors.

Golf Course Operating Fund (651)

At the June 18, 2019, City Council meeting, when a new operating contract with American Golf Corporation (AGC) was reviewed and approved, staff pointed out that "there will also be a need to ask City Council to recognize in the FY 2019-20 budget, and in subsequent years, the gross revenue of Fund 651-Golf Course Operating Fund and the gross expenditures. Up to now, under the current golf course management contract, only the net revenues have been appropriated in the City's budget."

Multiple meetings among AGC, Public Works Department staff, and Finance Department staff have produced sufficiently detailed estimates to enable City Council to now consider approving -- for the first time in several decades -- an estimate of gross annual revenues for the Golf Course Operating Fund, and similarly for gross annual expenditures.

The recommended amounts ($4,259,666 in revenue from AGC and $4,136,638 of expenses by AGC for the entirety of FY 2019-20) are detailed in the attached draft Request for Budget Appropriation.

Projected over the full fiscal year, revenue generated by AGC would exceed its projected expenditures in the first year of the new operating contract. Even so, AGC's operating surplus is not yet large enough to cover fully the other expenses paid directly by the Golf Course Operating Fund, such as landfill monitoring, machinery and equipment, annual loan repayment to the Water Fund, and City staff costs, which are estimated to total $1.1 million during FY 2019-20.

In the meantime, unrestricted revenues from golf course development fees continue to support the Golf Course Operating

Fund, at least for another year or two, thereby protecting the General Fund from further subsidies. (Recall that in recent years the General Fund routinely transferred $1 million or more annually to subsidize the Golf Course Operating Fund.)

Staff remains optimistic that by the time the golf course development fee revenue stops flowing to the Golf Course Operating Fund, several years of successful AGC operations will have yielded enough annual revenue to cover all costs at River Ridge Golf Club, i.e., those costs paid by AGC under its contract with the City, as well as those costs paid directly by the Golf Course Operating Fund.

Customer Billing Operating Fund (725)

Revised estimates for bank charges (primarily merchant fees charged by MasterCard and VISA for each payment the City receives via credit card or debit card) and a change in the cost-allocation methodology combine to require a $300,000 appropriation increase for bank charges in the Customer Billing Operating Fund (725). Fund 725 will, in turn, recover those costs from the three utility enterprise funds (water, wastewater and environmental resources) on whose behalf the City Treasurer's Department collects the credit card and debit card payments.

Resolution amending the position control resolution for Information Technology

Two position reclassifications within the Information Technology Department are required. The first one is a reclassification of the Systems Analyst III position being utilized to recruit for an Enterprise Resource Planning Project Manager, to the level of Systems Administrator. The City already put out one recruitment for this position at the lower level, and the candidate pool did not yield a candidate with sufficient expertise and experience; thus, this reclassification is required in order for the City to be able to successfully compete in the current competitive technology job market for an appropriately qualified candidate. The second one is a reclassification of the Geographic Information Systems Coordinator position to Systems Administrator. The essential functions, responsibilities and requirements that are currently being performed by the position of Geographic Information Systems Coordinator have been assessed by the Human Resources and Information Technology Departments as equivalent to those defined within the Systems Administrator job description. Therefore, it must be reclassified as such. There are sufficient funds within the existing Enterprise Resources Planning project and Information Technology Department's budgets to cover these incremental increases.

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

FINANCIAL IMPACT

The financial impact of each recommended action is spelled out in the "Background" section that describes that action.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on February 11, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Kevin Riper, Chief Financial Officer

ATTACHMENTS

1. FY19-20 Mid-Year Proforma -- Major Funds
2. Budget Appropriation - FY19-20 Mid-Year

3. Special Balance Sheet Appropriation--Fund 731
4. IT Prepayment Costs
5. Position Control Resolution for Information Technology
6. FY 2019-20 Mid Year Budget Review PPT

GENERAL FUND (101)
FY19-20 UPDATES
(in Millions)

ITEM #N-3

	FY19-20 Revised Budget (Nov. 2019)	FY19-20 Year-End Estimates	$ Change	% Change
Beginning Available Fund Balance, July 1, 2019	**$19.6**	**$19.6**		
Revenues:				
01-PROPERTY TAX	59.1	59.1	.	0.0%
02-SALES TAX	31.98	33.23	1.25	3.9%
03-FRANCHISES	3.73	3.59	-.14	-3.7%
04-BUSINESS LICENSE TAX	5.85	6.23	.38	6.5%
05-TRANSIENT OCCUPANCY TAX	5.67	5.61	-.06	-1.0%
06-DEED TRANSFER TAX	.78	.69	-.09	-11.4%
07-BLDG FEES/PERMITS	1.64	1.76	.13	7.7%
08-INTERGOVERNMENTAL	1.95	2.17	.22	11.3%
09-FEES/CHARGES	8.23	6.51	-1.72	-20.9%
10-FINES/FORFEITURES	3.12	2.99	-.12	-4.0%
11-INFRASTRUCTURE USE	.	.	.	
12-INDIRECT COST REIMB	8.23	8.23	.	0.0%
13-INTEREST	.57	.57	.	0.3%
15-TRANSFERS IN	4.46	4.27	-.19	-4.2%
16-OTHER REVENUE	3.7	5.19	1.49	40.4%
17-SPECIAL ASSESSMENTS	.4	.31	-.09	-22.8%
Total Revenues	**139.4**	**140.5**	**1.06**	**0.8%**
Expenditures by Department:				
CCS - LIBRARY	3.2	3.4	-.16	-4.9%
CCS - RECREATION	6.5	6.3	.23	3.5%
CITY ATTORNEY	1.8	1.9	-.12	-6.5%
CITY CLERK	.6	.7	-.1	-18.4%
CITY COUNCIL	.5	.5	.	1.0%
CITY MANAGER	1.9	2.	-.1	-4.9%
CITY TREASURER	1.3	1.2	.1	5.0%
COMMUNITY DEVELOPMENT	11.2	11.1	.2	1.4%
FINANCE	5.7	5.6	.1	2.2%
FIRE	19.9	22.3	-2.3	-11.8%
HOUSING	.3	.3	.	-2.6%
HUMAN RESOURCES	2.2	2.2	.	1.0%
NON-DEPARTMENTAL	12.5	10.6	1.9	15.2%
POLICE	62.7	62.3	.4	0.6%
PW - ADMINISTRATIVE SERVICES	.2	.2	.	1.3%
PW - CONSTRUCTION AND DESIGN SERVICES	2.9	2.	.9	30.7%
PW - GENERAL SERVICES	7.6	7.6	.	0.1%
PW - TRAFFIC ENG. & OPERATIONS	1.8	2.2	-.4	-24.1%
Total Expenditures	**143.0**	**142.4**	**.5**	**0.4%**
Net Annual Activity	-3.6	-2.0		
Projected Ending Available Fund Balance, June 30, 2020	**$16.0**	**$17.6**		
Fund Balance as % of Expenditures	**11.2%**	**12.4%**		
Target Reserve Level	12%	12%		

MEASURE O FUND (104)
FY19-20 UPDATES
(in Millions)

	FY19-20 Revised Budget (Nov. 2019)	FY19-20 Year-End Estimates
Beginning Available Fund Balance, July 1, 2019	**$12.**	**$12.**
Revenues:		
Half Cent Sales Tax	14.9	15.2
General Fund Loan Payment	1.9	1.9
Interest Income	.1	.2
Total Revenues	**16.9**	**17.2**
Expenditures by Department:		
Public Safety & Gang Prevention	14.8	13.6
Traffic & Road Improvements	2.3	2.2
Parks & Open Space	4.9	3.3
Other Community Improvements	4.2	2.1
Total Expenditures	**26.1**	**21.3**
Net Annual Activity	-9.2	-4.1
*Potential Carryover One-Time to FY20-21		3.1
Projected Ending Available Fund Balance, June 30, 2020	**$2.8**	**$4.8**

WATER FUNDS (601-609)
FY19-20 UPDATES
(in Millions)

ITEM #N-3

	FY19-20 Revised Budget (Nov. 2019)	FY19-20 Year-End Estimates	$ Change	% Change
Beginning Available Fund Balance, July 1, 2019	**$48.04**	**$48.04**		
Revenues:				
09-FEES/CHARGES	61.7	60.4	-1.3	-2.1%
10-FINES/FORFEITURES	.6	.5	-.1	-13.2%
13-INTEREST	2.8	3.	.2	7.7%
15-TRANSFERS IN	1.2	1.4	.2	13.3%
16-OTHER REVENUE	.1	.1	.	35.5%
Total Revenues	**66.3**	**65.4**	**-1.**	**-1.5%**
Expenditures by Type:				
1-PERSONNEL	7.6	5.7	1.9	25.3%
2-OTHER O&M EXPENSE	39.7	34.	5.7	14.3%
3-DEBT SERVICE	14.1	14.1	.	0.0%
4-CAPITAL OUTLAY	15.8	8.1	7.7	48.6%
5-TRANSFERS OUT	.	.	.	0.0%
6-INTERNAL FIXED CHARGES	3.2	3.1	.2	5.0%
Total Expenditures	**80.4**	**65.0**	**15.4**	**19.2%**
Net Annual Activity	-14.1	.4		
Projected Ending Available Fund Balance, June 30, 2020	**$34.**	**$48.4**		
Fund Balance as % of Expenditures	**42.2%**	**74.5%**		
Target Reserve Level	25%	25%		

WASTEWATER FUNDS (611-628)
FY19-20 UPDATES
(in Millions)

	FY19-20 Revised Budget (Nov. 2019)	FY19-20 Year-End Estimates	$ Change	% Change
Beginning Available Fund Balance, July 1, 2019	**$39.15**	**$39.15**		
Revenues:				
09-FEES/CHARGES	42.4	45.5	3.1	7.3%
10-FINES/FORFEITURES	.4	.5	.1	19.3%
13-INTEREST	.6	.6	.	-1.0%
15-TRANSFERS IN	27.1	27.1	.	0.0%
16-OTHER REVENUE	.1	.	-.1	-75.5%
Total Revenues	**70.5**	**73.6**	**3.09**	**4.4%**
Expenditures by Type:				
1-PERSONNEL	8.4	8.4	.	0.0%
2-OTHER O&M EXPENSE	14.8	12.9	1.9	12.9%
3-DEBT SERVICE	9.5	9.5	.	0.4%
4-CAPITAL OUTLAY	9.1	9.	.	0.2%
5-TRANSFERS OUT	27.1	27.1	.	0.0%
6-INTERNAL FIXED CHARGES	2.3	2.1	.2	8.2%
Total Expenditures	**71.2**	**69.0**	**2.1**	**3.0%**
Net Annual Activity	-.7	4.6		
Projected Ending Available Fund Balance, June 30, 2020	**$38.5**	**$43.7**		
Fund Balance as % of Expenditures	**54.1%**	**63.3%**		
Target Reserve Level	25%	25%		

ENVIRONMENTAL RESOURCES FUNDS (631-638)
FY19-20 UPDATES
(in Millions)

ITEM #N-3

	FY19-20 Revised Budget (Nov. 2019)	FY19-20 Year-End Estimates	$ Change	% Change
Beginning Available Fund Balance, July 1, 2019	**$29.7**	**$29.7**		
Revenues:				
08-INTERGOVERNMENTAL	.1	.1	.	0.0%
09-FEES/CHARGES	48.5	49.1	.6	1.3%
10-FINES/FORFEITURES	.3	.2	.0	-8.3%
13-INTEREST	.5	.5	.0	7.1%
16-OTHER REVENUE	.	.04	.03	845.4%
Total Revenues	**49.3**	**49.9**	**.7**	**1.3%**
Expenditures by Type:				
1-PERSONNEL	16.7	16.	.72	4.3%
2-OTHER O&M EXPENSE	23.6	23.4	.16	0.7%
3-DEBT SERVICE	1.8	1.8	.	0.0%
4-CAPITAL OUTLAY	.8	.8	.	0.0%
5-TRANSFERS OUT	.26	.26	.	0.0%
6-INTERNAL FIXED CHARGES	9.	8.9	.08	0.9%
Total Expenditures	**52.0**	**51.1**	**1.0**	**1.9%**
Net Annual Activity	-2.8	-1.1		
Projected Ending Available Fund Balance, June 30, 2020	**$26.9**	**$28.5**		
Fund Balance as % of Expenditures	**51.7%**	**55.9%**		
Target Reserve Level	25%	25%		

GOLF OPERATING FUND (651)
FY19-20 UPDATES
(in Millions)

ITEM #N-3

	FY19-20 Revised Budget (Nov. 2019)	FY19-20 Year-End Estimates	FY19-20 Recommended Budget Revision (Feb. 2020)
Beginning Available Fund Balance, July 1, 2019	**$1.49**	**$1.49**	
Revenues:			
09-FEES/CHARGES	.1	4.3	4.3
16-OTHER REVENUE	.6	.8	
Total Revenues	**.7**	**5.1**	**4.3**
Expenditures by Programs:			
CAPITAL IMPROVEMENTS	.1	.	
GOLF COURSE AGC	.	4.1	4.1
NON-DEPARTMENTAL	.	.	
RIVER RIDGE GOLF COURSE	1.	1.1	
Total Expenditures	**1.1**	**5.2**	**4.1**
Net Annual Activity	-.4	-.2	
Projected Ending Available Fund Balance, June 30, 2020	**$1.1**	**$1.3**	

REQUEST FOR BUDGET APPROPRIATION

Department: Finance **Date:** February 11, 2020
Project/Program Manager: Kevin Riper **Phone:** 385-7461

Reason for Appropriation:
FY 19-20 Mid-year adjustment / appropriations

Accounts and Descriptions		AMOUNT
Fund: 651 - GOLF OPERATING FUND		
Revenues/Transfers In		
NON-DEPT. (1001)		
651-6401-615.77-52	AMERICAN GOLF CORP (AGC)	4,259,666
	Sub-total Revenues	4,259,666
Expenditures/Transfers Out		
GOLF COURSE AGC (6406)		
651-6406-824.81-23	REPAIR MAINT SHP FIELD	132,038
651-6406-824.82-09	PROFESSIONAL/CONTRACTUAL	3,251,858
651-6406-824.82-42	GENERAL LIABILITYINSURAN	28,025
651-6406-824.82-61	UTILITY EXPENSE ELECTRICI	251,425
651-6406-824.82-65	UTILITY EXP TELEPHONE SVC	20,115
651-6406-824.82-67	UTILITY EXPENSE WATER	337,275
651-6406-824.82-68	UTILITY EXP. REFUSE & DIS	5,998
651-6406-824.82-84	OTHER SERVICES	104,165
651-6406-824.84-20	INTERNET CHARGES	5,740
	Sub-total Expenditures	4,136,638
	Net Change to Fund Balance	**123,029**
Fund: 725-CUSTOMER BILLING OPR FUND		
Expenditures/Transfers Out		
UTILITY CUSTOMER/LICENSING SERVICES (1211)		
725-1211-856.84-03	BANK CHARGES	300,000
	Sub-total Expenditures	300,000
	Net Change to Fund Balance	**(300,000)**
	Net Appropriation Change	**4,436,638**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____
BA Doc# (Finance Use Only)_____
Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION

REQUEST FOR BALANCE SHEET APPROPRIATION

Department: Information Technology **Date:** March 17, 2020

Project/Program Manager: Keith Brooks **Phone:** 805-385-7597

Reason for Appropriation:

Authorize prepayment of software license and usage charges and similar I.T. costs, via adjustment to balance sheet for Fund 731 Information Technology. Increase Assets / Prepaid Items by $297,828, and decrease Cash by $297,828. No impact to fund balance.

Accounts and Descriptions		AMOUNT
Fund: Fund 731 Information Technology		
Balance Sheet - Other Assets - Prepayments		
731-0000-109-1200	OTHER ASSETS/DEBIT/PREPAYMENTS	297,828
	Sub-total	297,828
Balance Sheet - Cash		
731-0000-101-0100	CURRENT ASSETS/CASH WITH TREASURER	(297,828)
	Sub-total	(297,828)
	Net Change to Balance Sheet	**0**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____

BA Doc# (Finance Use Only)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

VendorName	Cost	Renewal Date	2019/20 share	2020/21 share
Broderick Data System	$342.00	5/1/2019	$57.00	$285.00
Form Publisher	$300.00	10/1/2019	$225.00	$75.00
LDP Associates (APC)	$12,725.00	11/1/2019	$7,422.92	$5,302.08
Filemaker, Inc	$540.00	12/3/2019	$315.00	$225.00
Pacific Locators (Digalert)	$36,000.00	1/1/2020	$18,000.00	$18,000.00
Everywhere Networks	$2,025.00	2/1/2020	$843.75	$1,181.25
Versatile (Puma)	$5,233.00	3/1/2020	$1,744.33	$3,488.67
Selectron Technologies	$31,835.00	3/1/2020	$5,741.67	$11,483.33
Granicus SouthTech	$3,565.38	3/1/2020	$1,188.46	$2,376.92
OpenGov	$32,775.00	4/1/2020	$8,193.75	$24,581.25
Dial Security	$275.00	4/1/2020	$68.75	$206.25
Microsoft EA (SoftwareOne)	$84,609.00	4/30/20	$14,676.08	$44,028.24
Milestone VMS Base License, Device Licenses - PD	$5,917.50	6/14/2020	$5,917.50	$0.00
Superion - Credit Card	$9,600.00	6/30/2020	$7,800.00	$1,800.00
Superion - Disaster Recovery	$42,000.00	6/30/2020	$42,000.00	$0.00
Superion - HTE	$142,800.00	6/30/2020	$142,800.00	$0.00
Durbiano Fire Equipment	$1,500.00	6/30/2020	$750.00	$750.00
DocuSign (Dito)	$18,239.00	7/16/2020	$17,479.04	$759.96
ESRI - City Hall Administration	$28,200.00	7/30/2020	$25,850.00	$2,350.00
LinkedIn Lynda.com (Carahsoft)	$2,070.00	9/1/2020	$1,552.50	$517.50
Google G Suite (Dito)	$126,650.00	9/13/2020	$105,541.67	$21,108.33
Google Voice	$12,075.00	9/13/2020	$5,836.25	$6,238.75
GoDaddy.com	$750.00	9/30/2020	$562.50	$187.50
Lucidchart.com	$750.00	9/30/2020	$562.50	$187.50
Portford Solutions Group	$20,046.03	10/1/2020	$9,623.76	$3,207.92
Cisco Firewall/Core Switches Maintenance - Insight	$74,000.00	10/30/2020	$49,333.33	$24,666.67
Key Information Systems (IBM Power8)	$4,990.00	11/1/2020	$3,326.67	$1,663.33
Prism Software	$1,298.00	11/1/2020	$865.33	$432.67
Arcserve (through Compuwave)	$627.00	11/1/2020	$418.00	$209.00
Accela CRM Public Stuff Tier 3 (Carahsoft)	$30,262.84	11/4/2020	$20,175.23	$10,087.61
Faronics Deep Freeze (through Compuwave)	$3,864.00	11/15/2020	$2,415.00	$1,449.00
Civic Plus	$11,350.00	11/15/2020	$7,093.75	$4,256.25
McAfee (through Compuwave)	$6,203.93	11/20/2020	$3,799.90	$2,404.02
Trend Micro (budget 2020 for McAfee replacement)	$12,000.00	11/20/2020	$7,350.00	$4,650.00
DLT - SolarWinds	$11,689.12	12/1/2020	$10,425.88	$1,263.24
SonicWall - WesternNRG	$6,593.49	12/6/2020	$3,571.47	$3,022.02
Veeam VMWare backup Software (Insight)	$2,757.45	12/9/2020	$1,378.73	$1,378.73
VMware (Insight)	$21,634.58	12/11/2020	$4,761.47	$4,028.93
ESRI - Police Only (Separated for security reasons)	$2,600.00	12/31/2020	$1,300.00	$1,300.00
DRV Technologies	$546.75	1/1/2021	$273.38	$273.38
Google Chrome OS Biz (Dito)	$500.00	2/17/2021	$187.50	$312.50
CheckPoint Laptop Encryption (through Compuwave)	$2,557.98	6/28/2021	$1,025.00	$1,025.00
Teradici Desktop Access (Insight)	$1,820.28	7/21/2021	$606.76	$606.76
KnowBe4 Cyber Security Training	$7,776.00	5/15/2022	$972.00	$6,804.00
Cisco AnyConnect Plus (AllConnected)	$460.00	9/1/2024	$76.67	$15.33
Meraki Edge Switches	$41,000.00	10/1/2026	$4,392.86	$1,464.29
GCP (Dito)	$3,000.00	Monthly	$3,000.00	$0.00
Digital Ocean	$3,072.00	Monthly	$3,072.00	$0.00
Corelogic Information Solutions	$4,390.92	Monthly	$4,390.92	$0.00
Paypal	$5,760.00	Monthly	$5,760.00	$0.00
CLETS	$15,750.00	Monthly	$15,750.00	$0.00
Adobe Suite	$1,800.00	Monthly	$1,800.00	$0.00
Google Domains	$600.00	Monthly	$600.00	$0.00
Timely	$140.00	Monthly	$140.00	$0.00
IBM MaaS 360 Enterprise Mobility Management	$10,800.00	Monthly	$10,800.00	$0.00
Google CGP - CCURE 9000 Server	$3,600.00	Monthly	$1,500.00	$2,100.00
Microsoft Windows/Office licenses	$75,000.00		$0.00	$75,000.00
Software House CCURE Access Control PD/City Hall	$715.00		$0.00	$715.00
The Boring Lab - MIlestone VMS Management	$1,799.00		$0.00	$360.00
Total	**$991,780.25**		**$595,314.26**	**$297,828.17**

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING RESOLUTION NO. 15,241 AUTHORIZING FULL-TIME EQUIVALENT POSITIONS PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND REGULATIONS

WHEREAS, Chapter 4, Section 4.7 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager from time to time may revise the number of positions in each classification as necessary to perform the work of the classification, provided that the total expense to be incurred for such work shall be limited to the amount appropriated by the City Council for the classification; and

WHEREA, on June 18, 2019 City Council approved Resolution No. 15,241 authorizing 1,312 full-time equivalent positions in the City service effective July 1, 2019 in accordance with the operating and capital budget for the 2019-2020 fiscal year; and

WHEREAS, on October 1, 2019 City Council approved Resolution No. 15,261 (affecting the Information Technology Department) to authorize an increase by 2, from 1,312 to 1,314, in the number of full-time equivalent positions; and

WHEREAS, on November 19, 2019 City Council approved Resolution No. 15,282 (affecting the Public Works Department) to authorize an increase by 1, from 1,314 to 1.315, in the number of full-time equivalent positions; and

WHEREAS, the Information Technology Department currently wishes to reclassify a Systems Analyst III position being utilized to recruit for an Enterprise Resource Planning Project Manager, to the level of Systems Administrator; and

WHEREAS, the essential functions, responsibilities and requirements that are currently being performed by the position of Geographic Information Systems Coordinator have been assessed by the Human Resources and Information Technology Departments as equivalent to those defined within the Systems Administrator job description, thus necessitating a reclassification; and

WHEREAS, the City Council has reviewed the latter two revisions, also listed below, which result in no change in the number of full-time equivalent positions, and finds that they are desirable and in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that Exhibit "A" of Resolution No. 15,241, as previously amended by Resolutions 15,261 and 15,282, is further amended with the following changes to the adopted FY 2019-20 position allocations for the Information Technology Department as specified:

Title	FY19-20 CURRENT AUTHORIZED FTE	Proposed Changes	New Allocation
TOTAL SYSTEMS ANALYST III	2	-1	1
TOTAL GEOGRAPHIC INFO SYSTEMS COORDINATOR	1	-1	0
TOTAL SYSTEMS ADMINISTRATOR	4	2	6
Net Change	7	0	7

PASSED AND ADOPTED this 17th day of March, 2020, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascension, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

FY 2019-20 BUDGET MID-YEAR REVIEW

Presentation to the City Council

Kevin Riper, Chief Financial Officer

March 17, 2020

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council:

1. Receive an update on the latest FY 2019-20 revenue and expenditure projections for major funds;

2. Approve for the Information Technology Fund (731) a budget appropriation request in the amount of $297,828.17 for prepayment of FY 2020-21 vendor costs;

3. Approve for the Golf Course Operating Fund (651) a full-year revenue estimate of $4,259,666 ("Non-departmental -- American Golf Corporation (AGC)") and a full-year budget appropriation request in the amount of $4,136,638 ("Golf Course -- AGC");

RECOMMENDATION

4. Approve for the Customer Billing Operations Fund (725) a budget appropriation request in the amount of $300,000 to reflect the current allocation of bank charges; and

5. Approve a resolution amending the position control resolution for Information Technology.

General Fund (101) Revenues (in Millions)

	FY19-20 Revised Budget (Nov. 2019)	FY19-20 Year-End Estimates	$ Change	% Change
Beginning Available Fund Balance, July 1, 2019	**$19.6**	**$19.6**		
Revenues:				
01-PROPERTY TAX	59.1	59.1	0.0	0.0%
02-SALES TAX	32.0	33.2	1.2	3.9%
03-FRANCHISES	3.7	3.6	-0.1	-3.7%
04-BUSINESS LICENSE TAX	5.9	6.2	0.4	6.5%
05-TRANSIENT OCCUPANCY TAX	5.7	5.6	-0.1	-1.0%
06-DEED TRANSFER TAX	0.8	0.7	-0.1	-11.4%
07-BLDG FEES/PERMITS	1.6	1.8	0.1	7.7%
08-INTERGOVERNMENTAL	2.0	2.2	0.2	11.3%
09-FEES/CHARGES	8.2	6.5	-1.7	-20.9%
10-FINES/FORFEITURES	3.1	3.0	-0.1	-4.0%
11-INFRASTRUCTURE USE	0.0	0.0	0.0	
12-INDIRECT COST REIMB	8.2	8.2	0.0	0.0%
13-INTEREST	0.6	0.6	0.0	0.3%
15-TRANSFERS IN	4.5	4.3	-0.2	-4.2%
16-OTHER REVENUE	3.7	5.2	1.5	40.4%
17-SPECIAL ASSESSMENTS	0.4	0.3	-0.1	-22.8%
Total Revenues	**139.4**	**140.5**	**1.1**	**0.8%**

General Fund (101) Expenditures (in Millions)

ITEM #N-3

	FY19-20 Revised Budget (Nov. 2019)	FY19-20 Year-End Estimates	$ Change	% Change
Beginning Available Fund Balance, July 1, 2019	**$19.6**	**$19.6**		
Expenditures by Department:				
CCS - LIBRARY	3.2	3.4	-0.2	-4.9%
CCS - RECREATION	6.5	6.3	0.2	3.5%
CITY ATTORNEY	1.8	1.9	-0.1	-6.5%
CITY CLERK	0.6	0.7	-0.1	-18.4%
CITY COUNCIL	0.5	0.5	0.0	1.0%
CITY MANAGER	1.9	2.0	-0.1	-4.9%
CITY TREASURER	1.3	1.2	0.1	5.0%
COMMUNITY DEVELOPMENT	11.2	11.1	0.2	1.4%
FINANCE	5.7	5.6	0.1	2.2%
FIRE	19.9	22.3	-2.3	-11.8%
HOUSING	0.3	0.3	0.0	-2.6%
HUMAN RESOURCES	2.2	2.2	0.0	1.0%
NON-DEPARTMENTAL	12.5	10.6	1.9	15.2%
POLICE	62.7	62.3	0.4	0.6%
PW - ADMINISTRATIVE SERVICES	0.2	0.2	0.0	1.3%
PW - CONSTRUCTION AND DESIGN SERVICES	2.9	2.0	0.9	30.7%
PW - GENERAL SERVICES	7.6	7.6	0.0	0.1%
PW - TRAFFIC ENG. & OPERATIONS	1.8	2.2	-0.4	-24.1%
Total Expenditures	**143.0**	**142.4**	**.5**	**0.4%**
Net Annual Activity	-3.6	-2.0		
Projected Ending Available Fund Balance, June 30, 2020	**$16.0**	**$17.6**		
Fund Balance as % of Expenditures	**11.2%**	**12.4%**		
Target Reserve Level	12%	12%		

Measure O Fund 104 (in Millions)

	FY19-20 Revised Budget (Nov. 2019)	FY19-20 Year-End Estimates	$ Change	% Change
Beginning Available Fund Balance, July 1, 2019	**$12.0**	**$12.0**		
Revenues:				
Half Cent Sales Tax	14.9	15.2	0.2	1.5%
General Fund Loan Payment	1.9	1.9	0.0	0.0%
Interest Income	0.1	0.2	0.1	77.7%
Total Revenues	**16.9**	**17.2**	**.3**	**1.7%**
Expenditures by Department:				
Public Safety & Gang Prevention	14.8	13.6	-1.1	-7.6%
Traffic & Road Improvements	2.3	2.2	-.1	-2.9%
Parks & Open Space	4.9	3.3	-1.5	-31.5%
Other Community Improvements	4.2	2.1	-2.1	-50.7%
Total Expenditures	**26.1**	**21.3**	**-4.9**	**-18.6%**
Net Annual Activity	-9.2	-4.1		
*Potential Carryover One-Time to FY20-21		3.1		
Projected Ending Available Fund Balance, June 30, 2020	**$2.8**	**$4.8**		

Water Funds (in Millions)

	FY19-20 Revised Budget (Nov. 2019)	FY19-20 Year-End Estimates	$ Change	% Change
Beginning Available Fund Balance, July 1, 2019	**$48.0**	**$48.0**		
Revenues:				
09-FEES/CHARGES	61.7	60.4	-1.3	-2.1%
10-FINES/FORFEITURES	0.6	0.5	-0.1	-13.2%
13-INTEREST	2.8	3.0	0.2	7.7%
15-TRANSFERS IN	1.2	1.4	0.2	13.3%
16-OTHER REVENUE	0.1	0.1	0.0	35.5%
Total Revenues	**66.3**	**65.4**	**-1.**	**-1.5%**
Expenditures by Type:				
1-PERSONNEL	7.6	5.7	1.9	25.3%
2-OTHER O&M EXPENSE	39.7	34.0	5.7	14.3%
3-DEBT SERVICE	14.1	14.1	0.0	0.0%
4-CAPITAL OUTLAY	15.8	8.1	7.7	48.6%
5-TRANSFERS OUT	0.0	0.0	0.0	0.0%
6-INTERNAL FIXED CHARGES	3.2	3.1	0.2	5.0%
Total Expenditures	**80.4**	**65.0**	**15.4**	**19.2%**
Net Annual Activity	-14.1	0.4		
Projected Ending Available Fund Balance, June 30, 2020	**$34.0**	**$48.4**		
Fund Balance as % of Expenditures	**42.2%**	**74.5%**		
Target Reserve Level	25%	25%		

Wastewater Funds (in Millions)

	FY19-20 Revised Budget (Nov. 2019)	FY19-20 Year-End Estimates	$ Change	% Change
Beginning Available Fund Balance, July 1, 2019	**$39.2**	**$39.2**		
Revenues:				
09-FEES/CHARGES	42.4	45.5	3.1	7.3%
10-FINES/FORFEITURES	0.4	0.5	0.1	19.3%
13-INTEREST	0.6	0.6	0.0	-1.0%
15-TRANSFERS IN	27.1	27.1	0.0	0.0%
16-OTHER REVENUE	0.1	0.0	-0.1	-75.5%
Total Revenues	**70.5**	**73.6**	**3.09**	**4.4%**
Expenditures by Type:				
1-PERSONNEL	8.4	8.4	0.0	0.0%
2-OTHER O&M EXPENSE	14.8	12.9	1.9	12.9%
3-DEBT SERVICE	9.5	9.5	0.0	0.4%
4-CAPITAL OUTLAY	9.1	9.0	0.0	0.2%
5-TRANSFERS OUT	27.1	27.1	0.0	0.0%
6-INTERNAL FIXED CHARGES	2.3	2.1	0.2	8.2%
Total Expenditures	**71.2**	**69.0**	**2.1**	**3.0%**
Net Annual Activity	-0.7	4.6		
Projected Ending Available Fund Balance, June 30, 2020	**$38.5**	**$43.7**		
Fund Balance as % of Expenditures	**54.1%**	**63.3%**		
Target Reserve Level	25%	25%		

Environmental Resources Funds (in Millions)

ITEM #N-3

	FY19-20 Revised Budget (Nov. 2019)	FY19-20 Year-End Estimates	$ Change	% Change
Beginning Available Fund Balance, July 1, 2019	**$29.7**	**$29.7**		
Revenues:				
08-INTERGOVERNMENTAL	0.1	0.1	0.0	0.0%
09-FEES/CHARGES	48.5	49.1	0.6	1.3%
10-FINES/FORFEITURES	0.3	0.2	0.0	-8.3%
13-INTEREST	0.5	0.5	0.0	7.1%
16-OTHER REVENUE	0.0	0.0	0.0	845.4%
Total Revenues	**49.3**	**49.9**	**0.7**	**1.3%**
Expenditures by Type:				
1-PERSONNEL	16.7	16.0	0.7	4.3%
2-OTHER O&M EXPENSE	23.6	23.4	0.2	0.7%
3-DEBT SERVICE	1.8	1.8	0.0	0.0%
4-CAPITAL OUTLAY	0.8	0.8	0.0	0.0%
5-TRANSFERS OUT	0.3	0.3	0.0	0.0%
6-INTERNAL FIXED CHARGES	9.0	8.9	0.1	0.9%
Total Expenditures	**52.0**	**51.1**	**1.0**	**1.9%**
Net Annual Activity	-2.8	-1.1		
Projected Ending Available Fund Balance, June 30, 2020	**$26.9**	**$28.5**		
Fund Balance as % of Expenditures	**51.7%**	**55.9%**		
Target Reserve Level	25%	25%		

Golf Fund 651 (in Millions)

	FY19-20 Revised Budget (Nov. 2019)	FY19-20 Year-End Estimates	FY19-20 Recommended Budget Revision (Feb. 2020)
Beginning Available Fund Balance, July 1, 2019	**$1.5**	**$1.5**	
Revenues:			
09-FEES/CHARGES	0.1	4.3	4.3
16-OTHER REVENUE	0.6	0.8	0.0
Total Revenues	**0.7**	**5.1**	**4.3**
Expenditures by Programs:			
CAPITAL IMPROVEMENTS	0.1	0.0	0.0
GOLF COURSE AGC	0.0	4.1	4.1
NON-DEPARTMENTAL	0.0	0.0	0.0
RIVER RIDGE GOLF COURSE	1.0	1.1	0.0
Total Expenditures	**1.1**	**5.2**	**4.1**
Net Annual Activity	-.4	-.2	
Projected Ending Available Fund Balance, June 30, 2020	**$1.1**	**$1.3**	

FY 2020-21 PREPAYMENT VENDOR COSTS FOR INFORMATION TECHNOLOGY

- $297,818 “balance sheet appropriation” for I.T. Fund (731)
- Tech sector business model requires prepayments
- City Council approved similar appropriation last year

GOLF COURSE OPERATING FUND

- Change in budget presentation – “gross”, rather than “net”
- Applies to both revenue and expenditures
- $4,259,666 for AGC revenue
- $4,136,638 for AGC expenditures

CUSTOMER BILLING OPERATING FUND

- $300,000 appropriation for bank charges
- Utility enterprise funds (water, wastewater, environmental resources) will cover vast majority

POSITION CONTROL RESOLUTION FOR INFORMATION TECHNOLOGY

- Two position reclassifications
- No change to budget

RECOMMENDATION

That the City Council:

1. Receive an update on the latest FY 2019-20 revenue and expenditure projections for major funds;

2. Approve for the Information Technology Fund (731) a budget appropriation request in the amount of $297,828.17 for prepayment of FY 2020-21 vendor costs;

3. Approve for the Golf Course Operating Fund (651) a full-year revenue estimate of $4,259,666 ("Non-departmental -- American Golf Corporation (AGC)") and a full-year budget appropriation request in the amount of $4,136,638 ("Golf Course -- AGC");

RECOMMENDATION

4. Approve for the Customer Billing Operations Fund (725) a budget appropriation request in the amount of $300,000 to reflect the current allocation of bank charges; and

5. Approve a resolution amending the position control resolution for Information Technology.

ITEM #N-3
QUESTIONS
ANSWERS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.4

DATE: March 17, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: **(REVISED)** Amending Enterprise Fleet Management Agreement and Restructuring of Fleet Services Division. (15/5/5)

RECOMMENDATION

That the City Council:
1. Approve and authorize the Mayor to execute a first amendment to Agreement A-8136 with Enterprise Fleet Management, Inc. (Enterprise) that increases the current agreement value by $3,425,000, from $675,000 to $4,100,000 ($1,600,000 for the Maintenance Management Program and $1,825,000 for leasing costs), and extends the term through December 1, 2025;
2. Authorize Public Works Fleet Services Division to enroll approximately 375 city-owned vehicles into Enterprise's Maintenance Management Program and all new leased or City owned vehicles that qualify for the program;
3. Adopt a resolution amending the position control resolution to eliminate three (3) staff positions from the Public Works Fleet Services Division; and
4. Authorize all City departments to utilize current vehicle replacement funds for leasing or future leasing.
(Public Works and Transportation Committee approved 3-0)

BACKGROUND

Executive Summary: *Vehicles and equipment have historically been purchased and owned by the City of Oxnard (City). The City maintains 917 fleet vehicles and equipment for use by all City departments which include light, medium and heavy-duty vehicles. Because most of our Fleet is aging and the City doesn't have the adequate funding for vehicle replacement, staff is doing more maintenance, which is not cost effective. In some cases we have spent more staff time and City funds maintaining a vehicle than its original purchase price. To reduce costs and increase both efficiency and safety, staff researched leasing options and determined that the implementation of a leasing and maintenance program can reduce operating costs (maintenance, repairs, fuel and staffing).*

Currently, only the Police Department is leasing vehicles. Water, Wastewater, Fire and Environmental Resources have adequate funding to purchase vehicles this fiscal year, however, they have put off purchasing vehicles in order to take advantage of the benefits of leasing. The cost of an annual lease on a given vehicle can range from approximately $5,400 to $8,400. However, unique vehicles such as a Water Distribution Truck, for example, will likely cost more due to the specialized components and makeup of the vehicle. The anticipated savings from the monthly administrative fees can also be used to lease vehicles. Departments that currently have vehicle replacement funds can use these funds to lease vehicles if approved. Departments will be required to have enough funding to lease a vehicle for five years.

The expansion of the current leasing program will offer the City the ability to have more modern vehicles with newer technology and safety features. Furthermore, leasing vehicles will create uniformity and standardize the City's fleet. The City's current fleet of vehicles often operate well beyond their economical life span with 80% of vehicles being over ten (10) years old. Due to the low annual mileage, the City fleet operates vehicles 14.3 years on average, resulting in increased repair,

maintenance and fuel costs. To reduce overall costs, staff has researched a lease and maintenance program with Enterprise and have found this to be a better approach that will reduce costs, increase efficiency and enhance the overall safety of the City's fleet. It is also a cost effective way to add more hybrids and/or electric vehicles to our fleet, in order to save on fuel and reduce the City's contribution to greenhouse gases.

An added benefit of using Enterprise in particular, is the opportunity to reduce our administrative costs for each City department. Currently, the administrative cost for a City vehicle is $97.01 per month. Enterprise can perform this function for $6.00 per vehicle per month. Annual savings in the administrative fee alone will be almost $410,000. This does not include savings in personnel costs or other efficiencies.

One cost savings that staff was unable to quantify without a lengthy analysis, is the loss of productivity when a vehicle goes to the City garage for an oil change. Vehicles can be in the shop for a full day or more, depending on the current workload. With Enterprise, the employee assigned to a vehicle would simply drive that vehicle to a shop that specializes in oil changes (a Jiffy Lube style shop), and be back on the job quickly. Finally, with the City garage, the City is paying for all of the overhead, including City benefits and many of the tools. When vehicles are sent to a private garage, the City is only paying for that portion of the overhead directly attributable to the time that one of our vehicles is being worked on. All the shops that will repair City vehicles will be located in the City of Oxnard, which will keep tax dollars local and provide our residents with jobs.

While there are many things that government should do, there are some things that the private sector can do more affordably and efficiently than government. In these instances, it is important that the City make the choice to be efficient and save taxpayer and ratepayer dollars by appropriately segregating work that is better performed by City employees from work that is better performed by the private sector.

Over the last eight (8) years, the Police Department has used the Enterprise lease program for unmarked vehicles, which allows the Department to lease vehicles with zero money down, provides reasonable monthly payments and allows for the option to include maintenance. Due to budget constraints over the past several years, which included deferred vehicle purchasing, the Police Department continues to use Enterprise to replace aging vehicles with new, more efficient ones. The most recent agreement with Enterprise is a three (3) year agreement (A-8136) which was approved by City Council in July 2019 (Agreement).

The original Agreement was sought under a "piggyback" request for proposals through Sourcewell, a public cooperative that combines the buying power of more than 50,000 government, education and nonprofit organizations. Sourcewell holds hundreds of competitively solicited cooperative contracts ready for use through its nationwide competitive solicitation efforts. Sourcewell released a request for proposals (#060618-EFM) on June 7, 2018, advertising a nationwide solicitation, including the states of California, Oregon, Utah, and Minnesota. Canada was also included. Sourcewell received six responses to its RFP, and Enterprise Fleet Management scored the highest. The contract is valid through July 24, 2022, however, Enterprise will be renewing this contract in 2020.

The City currently does not fund or have a comprehensive vehicle replacement program. In 2002, staff updated the City's Vehicle Purchasing Policy which was intended to guide the replacement of vehicles. Below is an outline of the criteria for determining if a vehicle is eligible for replacement.

1. **Safety -** The Fleet Services Manager's primary objective is to ensure the safety of employees using City vehicles. If the Fleet Services Manager deems it unsafe for employee use, it will be designated for replacement.

2. **Cost of Repair or Operation -** When it is determined by the Fleet Services Manager that it is no longer cost-effective to retain a particular vehicle, it will be designated for replacement.

3. **Department Requirements -** If the functions and operations of a department change, their transportation vehicle needs may change as well. If the type of vehicle assigned to a department no longer meets the department's operational requirements, the Fleet Services Manager will seek an alternative assignment for the vehicle. If no assignment is possible, the vehicle will be designated for replacement.

4. **Age and Mileage -** The following guidelines for age and mileage, as well as repair history and overall mechanical condition,

will be used in considering the replacement of vehicles:

Vehicle Type	Mileage	Age of Vehicle in Years
Passenger Cars	120,000	15
Pickup Trucks or Vans	120,000	15
Light Duty Trucks	120,000	15
Police Cars	100,000	4

Although the City has a Vehicle Purchasing Policy (Exhibit A), funding has not been adequately identified through budget cycles over the years resulting in the inability to allow for the implementation of a legitimate replacement policy. As a result, purchasing vehicles outright requires a substantial cash outlay. Staff's analysis concludes that fully funding a maintenance program for existing vehicles, as well as supporting a structured and methodical vehicle replacement program, could be best achieved through leasing vehicles instead of purchasing them and outsourcing the maintenance. Staff will be updating the vehicle replacement policy during the first year of the agreement with Enterprise.

DISCUSSION

Fleet Services (Fleet) currently maintains and manages the City's 917 vehicle and equipment fleet, valued at over $42 million. This includes in-house preventative maintenance and comprehensive inspection, as well as performing light to heavy repairs. Fleet is also involved in the procurement process and disposition of City vehicles, including vehicle selection, specifications, outfitting and obtaining bids. Fleet staffs 28 Full-Time Equivalent (FTE) employees, 21 of whom are Mechanics.

Without a replacement program and adequate funding, the City fleet continues to age with most of the fleet vehicles approaching, or are well beyond their useful and/or economical lives. Some of these vehicles lack modern safety devices, have reduced fuel efficiency and cost more to maintain and operate with each passing year. As a result, there are many vehicles that need to be replaced to ensure the City's fleet remains safe and efficient, while mitigating increasing repair and maintenance costs.

In order to ensure that the City maintains a safe, reliable fleet while at the same time remaining fiscally prudent as new and replacement vehicles are acquired, staff has been working with Enterprise to determine the feasibility of the City entering into a vehicle leasing and maintenance program. Enterprise offers public agencies the opportunity to lease and manage fleet vehicles and take advantage of the processes and systems that Enterprise has put in place to efficiently manage over two million rental vehicles in a cost effective manner. Enterprise currently has agreements with the Cities of Pasadena, Westminster, Inglewood, Corona, Barstow, Palm Desert, Laguna Niguel, Dana Point, Downey, Murrieta, Azusa, San Marcos, and a number of other cities and school districts. Enterprise has earned the National Institute for Auto Service Excellence's Blue Seal of Excellence Award each year for twenty (20) consecutive years. Through their fifty (50) local offices and teams of over 350 sales professionals, Enterprise provides service to members across the United States.

MAINTENANCE

The lease cycle for most vehicles is typically 60 months. Utilizing Enterprise to establish a vehicle lease program will provide a consistent preventative maintenance cycle and reduce repair expenses, potential downtime and fuel costs. It is important to note that when certain vehicles are "down" for repair, the employees assigned to those vehicles are not able to perform their normal field duties. The cost of this inefficiency is difficult to quantify, but is likely significant.

The proposed lease for these vehicles will be an "Open Ended (Equity)" Lease, which means that at the end of the lease cycle the City will have the option to continue using the vehicle in the fleet or exchange the equity in the vehicle for a new replacement vehicle in a renewed lease (likely at a lower cost due to equity transfer). Enterprise will also provide a maintenance program for City owned vehicles for a low, fixed monthly fee of $6.00 per vehicle, which also includes 24-hour roadside assistance. (In 2019 the City spent approximately $10,000 either for towing or providing roadside assistance for vehicles that would be eligible for the Enterprise program). Maintenance is outsourced to local vendors and repairs are then billed back to the City based on work performed.

Enterprise has existing relationships with a network of preventative maintenance and repair facilities across the nation, including shops in Oxnard. Enterprise is committed to adding more local repair shops so that all of the money spent on maintenance will remain in Oxnard. These shops have access to proprietary software provided by Enterprise that will transfer maintenance invoices and repair estimates into the Enterprise Fleet Management Software that the City will use to manage the fleet. Staff will also have access to an Enterprise call center that is staffed with Automotive Service Excellence (ASE) certified mechanics who can review repair estimates to ensure the prices quoted for parts and labor are consistent with nationwide standards for repair costs.

The Enterprise Fleet Management Software will allow staff to view individual vehicle life cycle costs and maintenance records in one location and view critical data on dashboards that can be customized. The software has a companion application that staff can use to check out pool vehicles, record mileage, request location of local shops, schedule repairs and get roadside assistance.

LEASING

Enterprise offers a wide array of vehicle acquisition and leasing methods for vehicles under 25,000 pound Gross Vehicle Weight (GVW) which is the total weight of a vehicle including the driver, passenger and cargo placed in or secured on top of the vehicle. This typically consists of light to medium duty vehicles. It also has services for account management, vehicle maintenance and a option for telematics vehicle data. Telematics is a method of monitoring a vehicle via GPS with on-board diagnostics that can map exactly where a vehicle is and how fast it is traveling. Our research supports the conclusion that utilizing a vehicle leasing and maintenance program, as well as supporting a structured and methodical vehicle replacement program will best be achieved through leasing light-duty fleet vehicles rather than purchasing these vehicles outright. The City currently has approximately 375 eligible vehicles that can be immediately enrolled in Enterprise's Maintenance Management Program (MMP). Of these vehicles, 256 are over 10 years old and 35 of these vehicles are over 20 years old. The table below details the number of vehicles put into service according to age:

Vehicle Age	Number of Vehicles
1 to 5 years	65
6 to 10 years	64
11 to 15 years	136
16 to 20 years	97
21 - 30 years	13
Average age of vehicles	14.33 years

Enterprise will cover all maintenance costs and expenses incurred in connection with the maintenance or repair of new leased vehicles during the term of the Agreement at minimal monthly cost, ranging from $75-$90 per vehicle depending on the type. The new leased vehicles enrolled in Enterprise's MMP include preventative maintenance and unscheduled maintenance, as well as maintenance related to towing, and includes two sets of brakes and four tires. Expenses such as fuel costs and cost of repair as a result of lack of maintenance by the City between scheduled services would not be covered as part of the agreement.

The 375 City-owned vehicles that are eligible to be transferred into the Enterprise's MMP will incur a monthly administrative fee for the program of $6.00 per vehicle, as opposed to the administrative fee of $97.01 per month that Fleet currently charges. Maintenance or repair costs will be invoiced to the City. Expenses, such as fuel costs, oil and fluid changes between designated (factory recommended) service intervals, tire repair and replacement, would not be covered as part of the proposed Agreement. All necessary leased vehicle service and repairs would be completed by one of the participating and authorized (by Enterprise) repair and service centers in the City of Oxnard. A complete list of shops can be seen in Exhibit B. Enterprise has committed to adding more shops in Oxnard when requested.

Amending the current Agreement will allow for the disposition of vehicles by Enterprise, with profits (equity) to return to the City or to be used as credit toward the leasing of a replacement vehicle. As funding becomes available, City staff will determine operational needs and consider leasing vehicles from Enterprise as appropriate. The lease option will allow Fleet to dispose of vehicles and procure vehicles at a more affordable monthly rate. The leasing of vehicles should result in cost savings and fleet enhancements over purchasing. With regard to the City's fleet maintenance needs, it is proposed that the new leased vehicles be maintained through Enterprise's MMP.

Leased vehicles will be delivered to dealerships in the City of Oxnard so that the business and tax benefits will remain in the City.

Enterprise's open-end lease option will provide for a proactive replacement strategy, appropriate vehicle selection, an appropriate funding structure and assistance with annual budget planning. City staff will evaluate the program annually, taking into consideration factors such as level of service, cost, customer service, vehicle needs, maintenance time and other key aspects. Under Enterprise the following administrative, operational and financial benefits are included:

Administrative

● Enterprise will be the title holder pursuant to the term for the vehicle management services, which is under the cycle of the lease agreement.
● Enterprise will retain secure title for easy resale

Enterprise will provide:
● Automatic license and registration servicing
● Toll and ticket management
● Access to maintenance website
● Local account team for day-to-day services

Operational

● Enterprise will coordinate logistics for moving vehicles in and out of service

Enterprise will provide:
● Aftermarket and decal services
● Safety recall management
● Access to fuel programs
● Telematics offerings (additional fee)
● Mobile application for drivers to access for all vehicle operation needs

Financial

● Enterprise will research best vehicle options and benefits from our negotiated buys for acquisition
● Equity from the sale of a vehicle can then be used as a credit toward future vehicles

Enterprise will provide:
● Vehicle incentive management
● Access to Enterprise re-marketing services for maximum resale
● ASE certified mechanics and techs to manage maintenance expense
● Gold certified claim handling for lower accident repair costs

Additional Benefits

● Leasing will optimize cash flow
● Allow the City to replace more vehicles with less upfront capital
● No mileage restrictions
● No abnormal wear and tear charges
● No early termination penalties
● The City will retain equity in vehicles
● There will be flexibility of term based on each vehicle's application of use and mileage patterns

COST SAVINGS

The City will be able to enroll approximately 375 owned vehicles into the Enterprise's MMP which includes a software package for $6.00, per vehicle per month. Fleet has a monthly administrative fee of $97.01 per vehicle or asset that is maintained in-house by City staff. This administrative fee is a standard rate for all assets, regardless of type, use, maintenance needs or other aspects. For $6.00 per vehicle per month, the necessary maintenance will be tracked and serviced at local shops. The services provided by a local vendor will be billed back to the City through Enterprise based on the work performed. Below is a brief summary of a reduction in administrative fees for 375 City vehicles and enrolling into Enterprise's MMP at $6.00 per month, for the first twelve (12) months:

City's Current Practice	Enterprise
$97.01 x 375 vehicles = $36,378.75 per month	$6 x 375 vehicles = $2,250 per month
$36,378.75 x 12 months	$2,250 x 12 months
TOTAL COST $436,545	**TOTAL COST $27,000**

With the option of Enterprise's MMP, staff has determined it to be more cost effective and efficient to perform maintenance at local shops rather than in-house due to savings in administrative fees. Annual savings of $409,545 would benefit all departments. Of this savings amount, approximately $315,000 is from the General Fund.

As a result of transferring approximately 375 vehicles into Enterprise's MMP to complete required fleet maintenance activities that are currently conducted in-house, a reduction in Fleet staff is recommended resulting in cost savings to the general fund. The table below outlines the initial cost savings with a workforce reduction of one (1) Mechanic, one (1) vacant Senior Mechanic and one (1) vacant Supervisor.

Staffing	FTE's	12 Month Reduction
Mechanic I/II (Sr. Mechanic)	1	$100,000
Vacant Sr. Mechanic	1	$110,000
Vacant Supervisor	1	$120,000
TOTAL	**3**	**$330,000**

Fiscal year 2019-2020 fleet staff was reduced by three (3) mechanics. The recommendation of reducing additional Fleet positions of one (1) Mechanic (underfilling a Sr. Mechanic position), one (1) vacant Senior Mechanic and one (1) vacant Supervisor will have a total reduction of six (6) employees within the last eight (8) months. The remaining Mechanics will continue to provide services to Police, Fire, Environmental Resources, Water vehicles and other vehicles/equipment not enrolled into Enterprise's MMP.

Human Resources notified the union representative by phone on November 5, 2019, and sent a formal letter on November 6, 2019, regarding potential layoffs. Human Resources and the union representative met and conferred on November 12, 2019. An additional meeting was held on December 5, 2019, with Union Representative and Union Stewards to discuss the proposed reduction in positions. The affected Mechanic was notified of the recommendation for a reduction which could result in the potential for a layoff from his current position. The employee has been provided information on seven (7) current employment opportunities within the City. Human Resources is currently coordinating interviews for four (4) positions that he expressed interest in working at. The City will finalize his placement into one of these positions prior to the effective date of the recommended cuts. Therefore, there will not be any new layoffs as a result of this proposal.

Enrolling vehicles into Enterprise's MMP, combined with the reduction in Fleet staff, will result in an approximate annual reduction of $739,545 in fleet charges across all funds, mostly in the general fund ($330,000 from reduced Fleet personnel costs + $409,545 from reduced administrative charges). As explained in the Financial Impact section below, a significant portion of the $330,000 in reduced Fleet personnel costs will be redirected to the private repair shops in Oxnard that Enterprise

Fleet Management uses, because those repair shops will now be doing the service and maintenance work, instead of City staff.

Finally, this analysis does not include savings due to increased efficiencies which will result in staff having vehicles on the road a greater percentage of the time.

TRANSITION

The Public Works Department's Management and Fleet Division staff will work with all departments to ensure a smooth transition. Departments that have vehicles assigned to them will continue to get notified when maintenance is due on a vehicle and the multiple options on where to take the vehicle, as shown in Exhibit B. The following is what will be expected during the first year:

Months 1 & 2

Establish credit line
Review and customize customer website and billing codes
Welcome email to all users
Hold training webinars or in person driver roll out(s) to ensure drivers are familiar with the programs and mobile app

Months 3-11

Monitor utilization of the programs and set up additional training as needed
Discuss quality of partnership so far to ensure we are meeting expectations
Identify replacement plan
Re-visit replacement strategy for existing fleet

Month 12

Fleet analysis expense summary
Savings and efficiency opportunity exploration
Industry update
Next fiscal year's fleet plan and development

LONG-TERM STRATEGY

Over time, staff anticipates financial savings and a reduction in maintenance costs by utilizing the Enterprise lease approach rather than procuring vehicles outright and maintaining them all in-house. Due to budget constraints over the past several years, which would have included deferred vehicle purchasing, many City departments have not had funding available for vehicle purchases. In addition, the overall vehicle replacement strategy as noted previously has been absent and the approach to vehicle replacement has instead been reactive. The major factors leading to the recommendation to lease new vehicles and enroll existing vehicles to Enterprise's MMP include:

Cash Flow - lower upfront costs and reduces monthly expenses, no loan or debt.

Flexibility - ability to add and remove vehicles easily to meet needs as they change.

Reduced Maintenance Cost - newer vehicles will require less maintenance, reduction in in-house staffing, maintenance expenses and purchasing of parts with maintenance coverage of leased vehicles.

Management and Administrative Support - local representatives, client portal, maintenance alerts and reminders, annual license renewal, and expertise.

Modern Vehicles - ability to enhance existing fleet with modern vehicles with the latest safety equipment and technology.

The leasing and maintenance programs will be monitored by staff regularly to ensure on-going savings and efficiencies for Fleet and other departments. To date, the Police Department has been very satisfied with the products and services received

through Enterprise.

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 first amendment to the Enterprise agreement (A-8136) is an increase of $3,425,000 for a total new contract value of $4,100,000. This increased value of $3,425,000 includes an estimated cost of $1,600,000 for the Maintenance Management Program and estimated leasing costs of $1,825,000.

Fleet's operations are budgeted and accounted for in an internal service fund, Fleet (Fund 741) which is one of seven (7) separate internal service funds that provide services to all departments of the City. Through the adopted budget for each fiscal year, all internal service funds charge the operating departments they serve an amount sufficient to fund their annual cost of operations, plus in some cases a reserve for contingencies or replacement. In recent years, funding has not been available for vehicle replacement nor is there a plan to implement a program.

Amending this Agreement (A-8136) with Enterprise will significantly reduce the monthly administrative fee and direct labor cost in Fund 741 Fleet Services. The reduction in the monthly administrative fee and reduction in direct labor costs are expected to be approximately $739,545 annually. Once the MMP program is in place, operating departments will be paying private repair shops, instead of City forces in the Fleet Services Fund, to fix and maintain their vehicles. Departments will also have the ability to lease vehicles pending on their available budget.

The exact amount of true savings to the overall City budget from enrolling 375 vehicles in the MMP program with Enterprise will not be known for at least a year. Staff expects that they will total several hundred thousand dollars annually -- because the combination of Enterprise Fleet Management's expertise and the substitution of private repair shops for City labor will be less costly on a per-repair basis.

The financial effect on the Fleet Services Fund (741) from no longer receiving $36,378.75 per month from the City's operating departments via the previous $97.01 monthly administrative fee will be incorporated in the FY 2020-21 Recommended Budget, and beyond. (The savings from the drastically reduced administrative fee will appear in the operating departments' budget. As explained above, instead of paying the Fleet Services Fund $97.01 per month per vehicle for administration, they will be paying Enterprise Fleet Management only $6.00 per month per vehicle.)

Finally, the cost of an annual lease on a given vehicle can range from approximately $5,400 to $8,400. However, unique vehicles such as a Water Distribution Truck, for example, will likely cost more due to the specialized components and makeup of the vehicle. The anticipated savings from the monthly administrative fees can also be used to lease vehicles. Departments that currently have vehicle replacement funds can use these funds to lease vehicles if approved. Departments will be required to have enough funding to lease a vehicle for five years.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on February 25, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Agreement A-8136 First Amendment (CA Sig)
2. Resolution (Full Time Equivalents)
3. EXHIBIT A - City Vehicle Purchasing Policy

4. EXHIBIT B - Enterprise List of Maintenance & Repair Shops
5. Enterprise Lease Agreement A-8136
6. Enterprise Fleet_A-8136 Presentation - UPDATED 3/13/20

Agreement No. A-8136

FIRST AMENDMENT TO VEHICLE LEASING AGREEMENT

This First Amendment ("First Amendment") to the vehicle leasing agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2020 by and between the City of Oxnard, a municipal corporation ("City"), and Enterprise Fleet Management, Inc. ("EFM"). This First Amendment amends the Agreement entered into on July 1, 2019 by City and EFM.

City and EFM agree as follows:

1. Section 3 of the Agreement (Scope of Services) is hereby deleted and replaced with the following:

   "The scope and specific terms of the services to be provided by EFM to City are Detailed in the Master Equity Lease Agreement (Exhibit A), Maintenance and Fleet Rental Agreement (Exhibit A-1), List of Maintenance and Repair Facilities (Exhibit A-2), Indemnity Agreement (Exhibit B) and Self-Insurance Addendum Agreement (Exhibit C) of the same date, attached hereto and incorporated herein by reference."

2. In Section 4 of the Agreement (Term of the Agreement), the expiration date of "June 30, 2022," is hereby replaced with "December 1, 2025."

3. In Section 6 of the Agreement (Compensation), the amount "$675,000" is hereby replaced with "$4,100,000."

4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

_____ _____
■ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ _____, Buyer

ATTEST:

_____ _____
Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

1-31-2020
Stephen M. Fischer, City Attorney (always required) Date

_____

ENTERPRISE FLEET MANAGEMENT, INC.

_____ _____
Kirk Ayers, Vice President Fleet Management[2] Date

_____ _____
Joseph Kraichley, AVP, Fleet Management Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

[2] The City requires the following for any contract:

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

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

EXHIBIT A – 1

FLEET MANAGEMENT

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over $75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to $125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM_____ Company_____

EXHIBIT A – 1

FLEET MANAGEMENT

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over $75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to $125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM_____ Company_____

8. FEES: EFM will charge the Company for the service under this Agreement $_____ per month per Card, plus a one time set-up fee of $_____.

9. MISCELLANEOUS: This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

_____ _____
Tim Flynn, Mayor Date
Alexander Nguyen, City Manager
Lisa Boerner, Purchasing Manager
_____, Buyer

ATTEST:

_____ _____
Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

_____ 1-31-2020
Stephen M. Fischer, City Attorney (always required) Date

_____

ENTERPRISE FLEET MANAGEMENT, INC.

_____ _____
Kirk Ayers, Vice President Fleet Management Date

_____ _____
Joseph Kraichley, AVP, Fleet Management Date

Initials: EFM_____ Company_____

EXHIBIT A-2
LIST OF MAINTENANCE AND REPAIR FACILITIES

The following is a list of authorized maintenance and repair facilities agreed upon mutually by City and EFM. This list may be updated as needed during the duration of the Agreement.

1. OXNARD FIRESTONE
   321 S Oxnard Boulevard
   Oxnard, California 93030
   Telephone: 805-483-2295

2. MEKANIKS PLUS CAR CARE CORNER
   632 Pacific Avenue
   Oxnard, California 93030
   Telephone: 805-487-8559

3. HIGH TECH AUTO REPAIR INC
   311 E. Wooly Road
   Oxnard, California 93030
   Telephone: 805-385-2469

4. JIFFY LUBE # 3098
   611 S Rose Avenue
   Oxnard, California 93030
   Telephone: 805-486-5655

5. PEP BOYS
   939 S Oxnard Boulevard
   Oxnard, California 93030
   Telephone: 805-486-6387

6. VELOCITY TRUCK CENTER
   2501 Camino Del Sol
   Oxnard, California 93030
   Telephone: 805-983-2408

7. JIFFY LUBE # 1575
   101 W. Esplanade Drive
   Oxnard, California 93036
   Telephone: 805-278-9931

8. AMERICA'S TIRE
   2320 E Vineyard Avenue
   Oxnard, California 93036
   Telephone: 805-983-4506

9. MOUNTAIN VIEW TIRE AND SERVICE
   2341 East Vineyard Avenue
   Oxnard, California 93036
   Telephone: 805-485-6744

10. VISTA FORD OF OXNARD QUICK LANE
    1501 Auto Center Drive
    Oxnard, California 93036
    Telephone: 805-983-6512

11. DCH TOYOTA OF OXNARD
    1631 Auto Center Drive
    Oxnard, California 93036
    Telephone: 805-988-2300

12. MERCDES OF OXNARD
    1511 Auto Center Drive
    Oxnard, California 93036
    Telephone: 805-604-6500

13. TEAM NISSAN
    1801 Auto Center Drive
    Oxnard, California 93036
    Telephone: 805-485-8517

14. CROWN DODGE CHRYSLER JEEP
    6300 King
    Ventura, California 93003
    Telephone: 805-656-6669

15. DONAHUE TRUCK CENTERS
    6551 Ventura Boulevard
    Ventura, California 93003
    Telephone: 805-981-0000

16. ASSOCIATED TIRES & BRAKES
    6353 Ventura Boulevard #26
    Ventura, California 93003
    Telephone: 805-654-1355

17. ASSOCIATED TIRE
    6353 Ventura Boulevard
    Ventura, California 93003
    Telephone: 805-656-2049

18. JJ's SMOG CHECK
    1281 S Oxnard Boulevard
    Oxnard, California 93030
    Telephone: 805-982-9073

19. PARKHOUSE TIRE
    663 Maulhardt Avenue
    Oxnard, California 93030
    Telephone: 805-604-0461

20. ALEXANDER BUICK GMC CADILAC
    1600 Auto Center Drive
    Oxnard, California 93030
    Telephone: 805-988-2200

21. MIDAS AUTO SERVICE EXPERTS 1309
    5415 N Oxnard Boulevard
    Oxnard, California 93030
    Telephone: 805-983-0821

22. DANIELS TIRE SERVICE
    1040 Commercial Avenue
    Oxnard, California 93030
    Telphone: 805-487-0453

23. WINSTON TIRE
    955 S A Street
    Oxnard, California 93030
    Telephone: 805-487-6594

24. MEINEKE CAR CARE #4052
    2011 N Oxnard Boulevard
    Oxnard, California 93036
    Telephone: 805-983-1168

25. BIG BRAND TIRE CO
    1313 S Oxnard Boulevard
    Oxnard, California 93030
    Telephone: 805-487-7883

26. GOLD COAST ASSOCIATES
    1313 S Oxnard Boulevard
    Oxnard, California 93030
    Telephone: 805-486-6381

27. AAMCO
    429 N Oxnard Boulevard
    Oxnard, California 93030
    Telephone: 805983-8100

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING RESOLUTION NO. 15,241 AUTHORIZING FULL-TIME EQUIVALENT POSITIONS PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND REGULATIONS

WHEREAS. Chapter 4, Section 4.7 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager from time to time may revise the number of positions in each classification as necessary to perform the work of the classification, provided that the total expense to be incurred for such work shall be limited to the amount appropriated by the City Council for the classification: and

WHEREAS, the City Council has reviewed the revisions and finds that they are desirable and in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE. the City Council of the City of Oxnard resolves to amend Resolution No. 15,241 with the following changes to the adopted FY 19/20 position allocations as specified, subject to approval of a budget appropriation for the revised allocation:

Department	Title	Adopted 19/20	Proposed Change	New Allocation
Public Works Department	Sr. Fleet Services Mechanic	6	-2	4
	Fleet Services Mechanic Supervisor	2	-1	1
GRAND TOTAL		8	-3	5

PASSED AND ADOPTED this 17th day of MARCH 2020, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascension, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

ITEM #N-4

RECEIVED
2002 MAR 19 PM 3:51
CITY OF OXNARD
DEVELOPMENT SERVICES

CD
3-26-02

March 18, 2002

TO: Department Heads/Division Heads

FROM: Edmund F. Sotelo, City Manager

SUBJECT: *City Vehicle Purchasing Policy*

MEMO

Attached is our revised policy for the purchase of all vehicles. The significant revision is that all vehicles purchased, including all police and fire vehicles, require completion of the "Vehicle Purchasing Form" and signatures of the City Manager and the Fleet Manager. This policy continues to provide the following benefits to the City:

- A single Citywide procedure
- Establishment of vehicle guidelines (standards)
- Group purchasing potential
- Better timing of vehicle purchases
- More potential savings

This revised policy is effective immediately and should be followed when making your next vehicle purchase.

Attachment

cc: Paul Starr, Fleet Manager
Stan Kleinman, Finance and Management Services Director
Jenny Coggeshall, Buyer
Bruce Dandy, Accounting Manager

219F11.2.DOC

CITY OF OXNARD
VEHICLE PURCHASING PROCEDURES
GENERAL STEPS

General steps that must be followed in order to obtain a vehicle (excluding Police and Fire unmarked):

1. Department must justify with appropriate documentation that there is a need for the vehicle.

2. Department staff prepares Vehicle Purchasing Form. (Copy of 3-part form attached.)

3. Request forwarded to Equipment Manager.

4. Equipment Manager prepares specifications based on meeting City standards.

5. Department reviews and approves specifications.

6. Purchasing determines if funds are budgeted.

7. City Manager approves request.

8. Purchasing Services sends out bids to three or more vendors. Purchasing will utilize the best method (bid, piggybacking, group purchase) for acquiring the vehicle.

9. Bids received in Purchasing.

10. Bids reviewed by Purchasing, Equipment Manager and Department.

11. Lowest responsible bidder is awarded bid. Purchase order prepared. City Council approval required if over $250,000.

12. Equipment Manager will receive purchases to evaluate and inspect for compliance with specifications.

13. Prior to delivery to departments, Equipment Manager will install City logo and equipment number.

CITY OF OXNARD
VEHICLE PURCHASING GUIDELINES

The Equipment Manager will use the following major criteria as a basis for determining if vehicles qualify for replacement.

1. Safety—The Equipment Manager's primary objective is to ensure the safety of employees using City vehicles. If the Equipment Manager deems it unsafe for employee use, it will be designated for replacement.

2. Cost of Repair or Operation—When it is determined by the Equipment Manager that it is no longer cost-effective to retain a particular vehicle, it will be designated for replacement.

3. Department Requirements—If the functions and operations of a department change, their transportation vehicle needs may change as well. If the type of vehicle assigned to a department no longer meets the department's operational requirements, the Equipment Manager will seek an alternative assignment for the vehicle. If no assignment is possible, the vehicle will be designated for replacement.

4. Age and Mileage—The following guidelines for age and mileage, as well as repair history and overall mechanical condition, will be used in considering the replacement of transportation vehicles:

a. Passenger cars	120,000 miles or 15 years
b. Pickup trucks/vans	120,000 miles or 15 years
c. Light-duty trucks	120,000 miles or 15 years
d. Police cars	100,000 miles or 4 years

The Equipment Manager will ensure that all purchases meet City standards approved by the City Manager. This shall include:

No ordering luxury equipment packages.

Tinted windows (optional and will only be at the minimum amount of tint provided by manufacturer).

Electric Windows (optional)

Cruise control (based on need)

Standard cloth/vinyl interiors

AM/FM radio (cassette optional)

Engine selection based on Equipment Manager's recommendation

A/C (optional)

No Chrome Rims (standard rims required).

To ensure vehicles comply with the above guidelines, any add-on items or aftermarket items, e.g., rims, camper shells, bed liners, trailer hitches, light bars, etc., are to be approved and provided by the Equipment Manager.

CITY OF OXNARD CALIFORNIA

VEHICLE PURCHASING FORM

Division _____ Date _____

Contact Person _____ Extension _____

Check appropriate boxes:
New ☐ Used ☐
Replacement ☐ Additional ☐ Projected Cost $ _____

Equipment Description *Include Options* (A/C, engine size, extended cab, 4X4, radio, etc.)	**Qty**	**Account Number**

Attach letter of justification for each item.

Signatures of Approval: Date

Division Head _____ _____

Dept. Head _____ _____

Fleet Manager _____ _____

Finance Dept. _____ _____

City Manager _____ _____

After approval, forward to Procurement Services.

Comments:

_____

_____

EXHIBIT A-2
LIST OF MAINTENANCE AND REPAIR FACILITIES

The following is a list of authorized maintenance and repair facilities agreed upon mutually by City and EFM:

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   Oxnard, California 93030
   Telephone: 805-486-5655

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   Oxnard, California 93030
   Telephone: 805-486-6387

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12. MERCDES OF OXNARD
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13. TEAM NISSAN
    1801 Auto Center Drive
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    Telephone: 805-656-6669

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    Oxnard, California 93030
    Telephone: 805-486-6381

27. AAMCO
    429 N Oxnard Boulevard
    Oxnard, California 93030
    Telephone: 805983-8100

Agreement No. A-8136

VEHICLE LEASING AGREEMENT

THIS VEHICLE LEASING AGREEMENT (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 1st Day of July, 2019 by and between the City of Oxnard, a municipal corporation (**"City"**), and Enterprise Fleet Management Inc., A Missouri Corporation (**"EFM"**).

WHEREAS, City desires to lease vehicles from Lessor, and Lessor desires to provide vehicles as described in this Agreement to City on the terms and conditions set forth in this Agreement; and

WHEREAS, EFM represents that EFM and/ or EFM's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Coordination of Vehicle Leasing Services

All services are to be coordinated with the City Manager or designated Department Head ("Manager") or designee of the City Manager or Manager and shall be performed under the general direction of the City Manager or Manager.

2. Permits, Licenses, Certificates

EFM, at EFM'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 vehicle leasing services under this Agreement, including a City business license.

3. Scope of Services

The scope and specific terms of the services to be provided by EFM to City are detailed in the Master Equity Lease Agreement (Exhibit A), Indemnity Agreement (Exhibit B), and Self-Insurance Addendum (Exhibit C) of the same date, attached hereto and incorporated herein by reference.

4. Term of Agreement

This Agreement shall begin on July 1, 2019 and to expire on June 30, 2022.

5. Termination

This Agreement may be terminated by City if Manager notifies EFM, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar

COUNCIL APPROVED
6-18-2019 H-7
DATE

days from the date of mailing of such notice. City agrees to pay EFM in full for all amounts due EFM as of the effective date of termination.

This Agreement may be terminated by Lessor if Lessor notifies Manager, in writing, of Lessor's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of mailing of such notice.

6. Compensation

City agrees to pay EFM in an account not to exceed $675,000 for services provided under the agreements at rates provided in the vehicle lease schedule.

EFM shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

If any sales tax is due for vehicle leasing services performed by EFM, EFM shall pay the sales tax on behalf of Lessee.

7. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by EFM in performing vehicle leasing services under this Agreement. All expenses incidental to the performance of vehicle leasing services under this Agreement shall be borne by the EFM, including, but not limited to rent, vehicle, and travel, and entertainment and promotion, general liability and health insurance, worker's compensation insurance, and all compensation 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 under this Agreement, including, but not limited to any personal property used by employees and agents of Consultants in performance of such services.

8. Non-Appropriation of Funds

Payments to be made to Lessor by City for vehicle leasing 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 Lessor's vehicle leasing services beyond the current fiscal year, this Agreement shall cover payment for Lessor's vehicle leasing services only up to the point of conclusion of the last fiscal year in which the City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

9. Maintenance and Inspection of Records

EFM agrees that City or its auditors shall have access to and the right to audit and reproduce any of EFM's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. EFM 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 the City. EFM 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.

10. Independent Contractor

City and EFM agree that in performance of the vehicle leasing services, EFM shall be, and is, an independent contractor, and that the EFM and its employees are are not employees of City. EFM has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting EFM.

11. Consultant Not Agent

Except as Manager may specify in writing, EFM, 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.

12. Severability

City and EFM 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.

13. Arbitration

EFM and City agree that in the event of any dispute with regard to the provision of this Agreement, the vehicle leasing services rendered or the amount paid to the EFM, the dispute may be submitted to arbitration upon the mutual agreement of 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.

14. Expenses of Enforcement

EFM 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.

15. Order of Precedence

In the event of a conflict between any payment (excluding the not to exceed limit), scope of service or warranty terms found in this Agreement and any of the exhibits attached hereto, the order of precedence is as follows:

A. Master Equity Lease Agreement (Exhibit A), Indemnity Agreement (Exhibit B), and Self-Insurance Addendum (Exhibit C).

B. This instrument.

16. Authority to Execute

City acknowledges that the person executing this Agreement has been duly authorized by City Council to do so on behalf of City.

EFM acknowledges that the person executing this Agreement has been duly authorized by EFM to do so on behalf of EFM.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on March 22, 2019

CITY OF OXNARD

Tim Flynn 6/18/19

Tim Flynn, Mayor

ENTERPRISE FLEET MANAGEMENT, INC.

Kevin Morrissey, Vice President Fleet Management

ATTEST:

Michelle Ascencion, City Clerk

Steve Usselmann, Sr. VP, Office of Finance

APPROVED AS TO FORM:

FOR

Stephen M. Fischer, City Attorney

[1] 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;

EXHIBIT A

Master Equity Lease Agreement

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 1st of July 2019, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee")

1. **LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. **TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. **RENT AND OTHER CHARGES:**

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. **USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses fees, charges, fines, tickets penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration delivery purchase, sale rental, use or operation of the Vehicles during the Term If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental treated as an initial charge or otherwise charged to Lessee Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles Any alterations, additions except for police radios replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s)

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE S PURPOSE LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $500 per occurrence - Collision and $250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. . Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement, and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice

12. **INDEMNITY:** Lessee agrees to defend and indemnify Lessor Servicer any other agent of Lessor and their respective successors and assigns from and against any and all losses damages liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform any term, provision or covenant of this Agreement, or as a result of any loss, damage theft or destruction of any Vehicle or related to or arising out of or in connection with the use operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement

13. **INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter , upon escort from Lessee, into or upon any building or place where any Vehicle is located Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request

14. **DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor Servicer or any other agent of Lessor to Lessee, (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor), (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms provisions or conditions contained in any such guaranty, (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc or any direct or indirect subsidiary of The Crawford Group Inc. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the

obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, with ten (10) days written notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right, under escort from Lessee, to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including to the extent permitted by applicable law, all costs and expenses including court costs and reasonable attorneys' fees and expenses incurred by Lessor Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0 00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence), and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity A termination of this Agreement shall occur only upon written notice by Lessor to Lessee Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative

15. **ASSIGNMENTS:** Lessor may from time to time assign pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity Lessee agrees upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason

Without the prior written consent of Lessor, Lessee may not assign sublease transfer or pledge this Agreement any Vehicle or any interest in this Agreement or in and to any Vehicle or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor

16. **MISCELLANEOUS:** This Agreement may only be amended or modified by an instrument in writing executed by both parties The parties shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by the waiving party and then only to the extent therein set forth. A waiver by either party of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which the party would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid Lessee will promptly notify Lessor of any change in Lessee's address This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law All of the representations, warranties covenants agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several

17. **SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives successors and assigns, and will inure to the benefit of Lessor Servicer, any other agent of Lessor and their respective successors and assigns This Agreement will be governed by and construed in accordance with the substanlive laws of the State of California (determined without reference to conflict of law principles)

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Payments to be made to Lessor by City for vehicle leasing 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 Lessor's vehicle leasing services beyond the current fiscal year, this Agreement shall cover payment for Lessor's vehicle leasing 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.

20. TERMINATION: Lessee reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this agreement. This paragraph shall not be construed to mean that Lessee will lease from or buy like-kind services from another provider based on a non-appropriation of funds.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Master Equity Lease Agreement as of the 1st day of July, 2019

CITY OF OXNARD

Tim Flynn 6/18/19

Tim Flynn, Mayor

ENTERPRISE FLEET MANAGEMENT, INC.

Kevin Morrissey, Vice President Fleet Management

ATTEST:

Michelle Ascencion, City Clerk

Steve Usselmann, Sr. VP, Office of Finance

APPROVED AS TO FORM

Stephen M. Fischer, City Attorney

[1] 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.

EXHIBIT B

Indemnity Agreement

INDEMNITY AGREEMENT

This Agreement is entered into as of the 1st of July, 2019, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and City of Oxnard.

WITNESSETH:

INDEMNITY: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify City of Oxnard from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which City of Oxnard may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between City of Oxnard and Enterprise FM Trust dated as of the date hereof, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle, in each case, while the Vehicle was in possession of the Servicer.

Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

IN WITNESS WHEREOF, EFM and City of Oxnard have executed this Indemnity Agreement as of the day and year first above written.

CITY OF OXNARD

Tim Flynn 6/18/19

Tim Flynn, Mayor

Enterprise Fleet Management, Inc.

Kevin Morrissey, Vice President Fleet Management

ATTEST:

Michelle Ascencion, City Clerk

Steve Usselmann, Sr. VP, Office of Finance

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

[1] 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;

EXHIBIT C
Self Insurance Addendum

SELF -INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage and Liability)

This Addendum is made to the Master Equity Lease Agreement dated the 1st of July, 2019, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement.

In accordance with the California Government Code Section 989 and 990, the Lessee is required to have self-insurance coverage.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

CITY OF OXNARD

Tim Flynn 6/18/19

Tim Flynn, Mayor

Enterprise Fleet Management, Inc.

Kevin Morrissey, Vice President Fleet Management

ATTEST:

Michelle Ascencion, City Clerk

Steve Usselmann, Sr. VP, Office of Finance

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

[1] 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;

EXHIBIT INS-[1]

INSURANCE REQUIREMENTS

ACORD

EVIDENCE OF PROPERTY INSURANCE

ISSUE DATE (MM/DD/YYYY): 07/03/2018

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER

ALLIANT INSURANCE SERVICES, INC.
P.O. BOX 6450
NEWPORT BEACH, CA 92658-6450
PH (949) 756-0271 / FAX (949) 756-2713
LICENSE NO. 0C36861

CODE: SUB-CODE:

COMPANY

VARIOUS PER ATTACHED SCHEDULE 02

INSURED

ALLIANT PROPERTY INSURANCE PROGRAM (APIP) MEMBER
CITY OF OXNARD
ATTN MIKE MORE
FINANCIAL SERVICES MANAGER
300 WEST THIRD STREET
OXNARD, CA 93030

LOAN NUMBER:

PRIMARY LAYER POLICY NUMBER: 017471590/05-02

EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	CONT UNTIL TERMINATED IF CHECKED
07/01/18	07/01/19	☐

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION / DESCRIPTION

AS RESPECTS MASTER EQUITY LEASE AGREEMENT DATED JULY 1, 2016 BY AND BETWEEN ENTERPRISE FM TRUST AND THE CITY OF OXNARD INCLUDING VARIOUS SCHEDULES AND ADDENDA

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE EXCLUDING EARTHQUAKE AND FLOOD PER SCHEDULE ON FILE WITH COMPANY COVERAGE INCLUDES REAL AND PERSONAL PROPERTY, RENTAL INCOME INCLUDING BOND REVENUE REQUIREMENTS, BUSINESS INTERRUPTION, EXTRA EXPENSE AND ALL EXTENSIONS AND SUBLIMITS OF COVERAGE AS SHOWN ON MANUSCRIPT POLICY FORM	$500,000,000 LOSS LIMIT PER OCCURRENCE	SEE BELOW
	BOILER & MACHINERY $100 000,000	
REPAIR OR REPLACEMENT COST VALUATION SUBJECT TO POLICY PROVISIONS VEHICLES IF PURCHASED ARE SUBJECT TO ACTUAL CASH VALUE (ACV) OR REPLACEMENT COST PER POLICY PROVISIONS		

THE POLICIES OF INSURANCE LISTED ABOVE 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 EVIDENCE OF PROPERTY INSURANCE 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 SUBJECT TO 10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

REMARKS (Including Special Conditions)

DEDUCTIBLES
ALL RISK: $50,000

VEHICLES
$25,000 COMPREHENSIVE AND COLLISION

OTHER
$25,000 CONTRACTOR EQUIPMENT

BOILER & MACHINERY
$10,000 –HIGHER DED APPLY BASED ON SPECIFIC OBJECT/SIZE/PERIL

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.

ADDITIONAL INTEREST

NAME AND ADDRESS

ENTERPRISE FLEET MANAGEMENT
5805 SEPULVEDA BLVD , STE. 710
SHERMAN OAKS, CA 91411

NATURE OF INTEREST

☐ MORTGAGEE ADDITIONAL INSURED

X LENDER'S LOSS PAYABLE ☐ (OTHER)

SIGNATURE OF AUTHORIZED AGENT OF COMPANY

CA

Enterprise FLEET MANAGEMENT

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day July, 2019 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of July, 2019 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Oxnard ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

Section 8(a) of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions except for police radios, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

Section 11, the following paragraph of the Master Equity Lease Agreement is amended to read as follows:

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

FLEET MANAGEMENT

Section 13 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter, upon escort from Lessee, into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

Section 14, second paragraph, of the Master Equity Lease Agreement is amended to read as follows:

Upon the occurrence of any Event of Default, Lessor, with ten (10) days written notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right, under escort from Lessee, to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

Section 16 of the Master Equity Lease Agreement is amended to read as follows:

This Agreement may only be amended or modified by an instrument in writing executed by both parties." The parties shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by the waiving party and then only to the extent therein set forth. A waiver by either party of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which the party would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

enterprise
FLEET

Section 17 of the Master Equity Lease Agreement is amended to read as follows

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns This Agreement will be governed by and construed in accordance with the substantive laws of the State of California (determined without reference to conflict of law principles).

The following paragraphs are added to the end of the Master Equity Lease Agreement:

Non-Appropriation: Payments to be made to Lessor by City for vehicle leasing 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 Lessor's vehicle leasing services beyond the current fiscal year, this Agreement shall cover payment for Lessor's vehicle leasing 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.

Termination: Lessee reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this agreement. This paragraph shall not be construed to mean that Lessee will lease from or buy like-kind services from another provider based on a non-appropriation of funds.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the _____ day of July, 2019

CITY OF OXNARD

Tim Flynn 6/18/19

Tim Flynn, Mayor

Enterprise FM Trust (Lessor)
By Enterprise Fleet Management, Inc its attorney-in fact

Kevin Morrissey, Vice President Fleet Management

ATTEST:

Michelle Ascencion, City Clerk

Steve Usselmann, Sr. VP, Office of Finance

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

SELF-INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage and Liability)

This Addendum is made to the Master Equity Lease Agreement dated the 1st of July, 2019, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement.

In accordance with the California Government Code Section 989 and 990, the Lessee is required to have self-insurance coverage.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

CITY OF OXNARD

Tim Flynn 6/18/19

Tim Flynn, Mayor

Enterprise Fleet Management, Inc.

Kevin Morrissey, Vice President Fleet Management

ATTEST:

Michelle Ascencion, City Clerk

Steve Usselmann, Sr. VP, Office of Finance

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

[1] 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;

Amending Enterprise Fleet Management Agreement No. 8136 and Restructuring of Fleet Services Division

City Council
March 17, 2020

Brian Yanez
Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute a first amendment to Agreement A-8136 with Enterprise Fleet Management, Inc. (Enterprise) that increases the current agreement value by $3,425,000, from $675,000 to $4,100,000 ($1,600,000 for the Maintenance Management Program and $1,825,000 for leasing costs), and extends the term through December 1, 2025;
2. Authorize Public Works Fleet Services Division to enroll approximately 375 city-owned vehicles into Enterprise's Maintenance Management Program and all new leased or City owned vehicles that qualify for the program;
3. Adopt a resolution amending the position control resolution to eliminate three (3) staff positions from the Public Works Fleet Division; and
4. Authorize all City departments to utilize current vehicle replacement funds for leasing or future leasing.

EXECUTIVE SUMMARY

- Vehicles and equipment have historically been purchased and owned by the City of Oxnard (City).
- Most of our Fleet is aging and the City doesn't have adequate funding for vehicle replacement. Staff is doing more maintenance, which is not cost effective.
- In some cases we have spent more to maintain a vehicle than the City paid to purchase it.

EXECUTIVE SUMMARY

- A leasing and maintenance program can reduce operating costs (maintenance, repairs, fuel and staffing)
- Implementation of a leasing program will offer the City the ability to have more modern vehicles with newer technology and safety features
- The Police Department currently leases some vehicles

EXECUTIVE SUMMARY

- Water, Wastewater, Fire and Environmental Resources have adequate funding to lease vehicles and will begin to lease with this agreement, providing savings to rate payers
- The City's in-house administrative fee is $97.01 per month per vehicle
- Enterprise will perform this function for $6.00 per vehicle per month. Annual savings in the administrative fee alone will be approximately $410,000

EXECUTIVE SUMMARY

- Loss of productivity when a vehicle is at the City garage is difficult to quantify but could be significant
- Vehicles needing an oil change can be in the shop for a full day or more, depending on the current workload
- With Enterprise, the employees assigned to a vehicle have the option to utilize a variety of shops such as a Jiffy Lube style shop and be back on the job quickly

EXECUTIVE SUMMARY

- The City is currently paying for all overhead
- Utilizing a private garage, the City only pays for the overhead attributable to the vehicle being worked on
- All the shops will be located in the City, which will keep tax dollars local and provide our residents with jobs
- There are some things that the private sector can do more affordably and efficiently than government

BACKGROUND

- Due to budget constraints over the past several years, including deferred vehicle purchasing, the Police Department continues to use Enterprise to replace aging vehicles with new, more efficient ones
- The most recent agreement with Enterprise is a three (3) year agreement (A-8136) which was approved by City Council in July 2019 (Agreement)

BACKGROUND

- The original Agreement was entered under a "piggyback" request for proposals through Sourcewell
- Sourcewell released a request for proposals (#060618-EFM) on June 7, 2018, advertising a nationwide solicitation, including the states of California, Oregon, Utah, and Minnesota
- The contract is valid through July 24, 2022. Enterprise will be renewing this contract in 2020

BACKGROUND

- 80% of the City's fleet is over 10 years old
- The City fleet typically operates vehicles for 14.33 years, resulting in increased repair, maintenance and fuel costs
- A lease and maintenance program with Enterprise is a better approach that will reduce costs, increase efficiency and enhance the overall safety of the City's fleet

DISCUSSION

The table below details the number of vehicles put into service according to age:

Vehicle Age	Number of Vehicles
1 to 5 years	65
6 to 10 years	64
11 to 15 years	136
16 to 20 years	97
21 to 30 years	13
Average age of vehicles	14.33 years

DISCUSSION

- Without a replacement program and adequate funding, the City fleet continues to age beyond its useful and cost effective life
- Some of these vehicles lack modern safety devices, have reduced fuel efficiency and cost more to maintain and operate with each passing year
- Many vehicles need to be replaced to ensure the City's fleet remains safe and efficient, while mitigating increasing repair and maintenance costs

BACKGROUND

- Leasing is a cost effective way to add more hybrids and/or electric vehicles to save on fuel and reduce the City's carbon footprint
- The City currently does not fund a comprehensive vehicle replacement program

DISCUSSION

- Fleet Services (Fleet) currently maintains and manages the City's 917 vehicle and equipment fleet, valued at over $42 million
- Includes in-house preventative maintenance and comprehensive inspection, as well as performing light to heavy repairs
- Fleet is also involved in the procurement process and disposition of City vehicles
- Fleet staffs 28 Full-Time Equivalent (FTE) employees, 21 of whom are Mechanics

DISCUSSION

Maintenance

- Lease cycle for most vehicles is typically 60 months. At the end of the lease cycle, the City will have the option to keep using the vehicle or exchange the equity for a new replacement vehicle.
- Enterprise will administer a maintenance program for City-owned vehicles for a fixed monthly fee of $6.00 per vehicle, which also includes 24-hour roadside assistance.
- Maintenance will be outsourced to local vendors and repairs will be invoiced to the City based on work performed.

DISCUSSION

- Enterprise has a network of repair facilities across the nation, including shops in Oxnard.
- Enterprise is committed to adding more local repair shops so that all of the money spent on maintenance will remain in Oxnard.
- Newly leased vehicles will be delivered to dealerships in Oxnard in order to support local business and retain tax benefits.

DISCUSSION

- The Enterprise call center is staffed with Automotive Service Excellence (ASE) certified mechanics who will review repair estimates to ensure that repair quotes are consistent with nationwide standards for repair costs.
- Enterprise Fleet Management Software will allow staff to view individual vehicle lifecycle costs and maintenance records in one location and view critical data in customizable dashboards.
- The software has a companion application that staff can use to check out pool vehicles, record mileage, request location of local shops, schedule repairs and get roadside assistance.

DISCUSSION

Leasing

- Enterprise offers a wide array of vehicle acquisition and leasing methods for vehicles under 25,000 pound Gross Vehicle Weight (GVW), which are light to medium duty vehicles.
- Approximately 375 vehicles are eligible and can be immediately enrolled in Enterprise's Maintenance Management Program (MMP).
- Includes services for account management, vehicle maintenance and the option of telematics vehicle data.

DISCUSSION

- For newly leased vehicles, Enterprise will cover all maintenance costs and expenses at a monthly rate of $75-$90 depending on the vehicle
- The newly leased vehicles enrolled in Enterprise's MMP include preventative maintenance and unscheduled maintenance, as well as towing, two sets of brakes and four tires
- Staff will continue to evaluate and enroll vehicles that qualify during this agreement

DISCUSSION

- Enterprise will auction off old vehicles with any proceeds either returning to the City or used as credit toward the leasing of a replacement vehicle
- Leasing of vehicles will result in cost savings and fleet enhancements over purchasing vehicles

DISCUSSION

- The open-end lease option will allow for a proactive replacement plan, simplify funding structure and assist with annual budget planning
- Staff will evaluate the program annually to assess level of service, cost, customer service, vehicle needs and maintenance turnaround time

DISCUSSION

Administrative Benefits

- Enterprise will be title holder until term for vehicle management services and resale

Enterprise will provide:

- Automatic license and registration servicing
- Toll and ticket management
- Access to maintenance website
- Local account team for day-to-day services

DISCUSSION

Operational Benefits

- Enterprise will coordinate logistics for moving vehicles in and out of service

Enterprise will provide:

- Aftermarket and decal services
- Safety recall management
- Access to fuel programs
- Telematics offerings (additional fee)
- Mobile application for drivers to access for all vehicle operation needs

DISCUSSION

Financial Benefits

- Enterprise will research best vehicle options and prices
- Equity from the sale of a vehicle can be used towards future vehicles

Enterprise will provide:

- Vehicle incentive management
- Access to Enterprise remarketing services for max resale
- ASE certified techs to manage maintenance expense
- Gold certified claim handling for lower accident repair costs
- Proceeds from the sale of a given vehicle can be used as a credit toward future vehicles

DISCUSSION

Additional Benefits

- Leasing will optimize cash flow
- Allow City to replace more vehicles with less upfront capital
- No mileage restrictions
- No abnormal wear and tear charges
- No early termination penalties
- The City will retain equity in vehicles
- There will be flexibility of term based on each vehicles application of use and mileage patterns

DISCUSSION

- The annual savings with Enterprise's MMP would be approximately $410,000 benefiting all departments with vehicles.
- A savings of $315,000 is estimated to be General Fund savings.

DISCUSSION

- As a result of transferring approximately 375 vehicles into Enterprise's MMP, a reduction in Fleet positions is recommended resulting in cost savings to the general fund
- There will be no new layoffs this fiscal year as a result of this proposal
- The impacted Mechanic I has been offered a choice of multiple positions he is qualified to transfer into for placement prior to the effective date of the recommended cuts

DISCUSSION

- The table below outlines the initial cost savings with a position reduction of one (1) Mechanic, one (1) vacant Senior Mechanic and one (1) vacant Supervisor

Staffing	FTE's	12 Month Reduction
Mechanic I/II (Sr. Mechanic)*	1	$100,000
Vacant Sr. Mechanic	1	$110,000
Vacant Supervisor	1	$120,000
TOTAL		**$330,000**

*Mechanic position underfilling a Sr. Mechanic position

DISCUSSION

- Enrolling vehicles into Enterprise's MMP and reduction in Fleet positions, results in an approximate annual savings of $739,545 ($330,000 direct labor + $409,545 administrative fee)
- The remaining Mechanics will continue to provide services to Police, Fire, Environmental Resources, and other vehicles/equipment not enrolled into the MMP

DISCUSSION

Human Resources notified the union as follows:

- By phone on November 5, 2019
- Sent a formal letter on November 6, 2019
- Conducted a meet and confer on November 12, 2019
- Held an additional meeting on December 5, 2019, with union representative and shop steward to discuss the proposed reduction

DISCUSSION

- The one (1) Mechanic whose position will be eliminated was notified on December 6, 2019, of the potential layoff
- The employee was provided with the opportunity to fill one of seven (7) current employment opportunities within the City
- Again, there will be no new layoffs this fiscal year as a result of this proposal. The impacted Mechanic I has been offered a choice of multiple positions he is qualified for

DISCUSSION

Transition

- Public Works Department's Management and Fleet Division staff will work with all departments to ensure a smooth transition
- The following is what will be expected during the first year:

Months 1 & 2

- Establish credit line
- Review and customize customer website and billing codes
- Hold training webinars or in person driver roll out(s) to ensure familiarity with programs and mobile app

DISCUSSION

Months 3-11

Monitor utilization of the programs and set up additional trainings as needed

- Discuss partnership quality to ensure we are meeting expectations
- Identify replacement plan
- Re-visit replacement strategy for existing fleet

Month 12

Fleet analysis expense summary

- Savings and efficiency opportunity exploration
- Industry update
- Next fiscal year's fleet plan and development

DISCUSSION

Benefits of leasing and enrolling vehicles to Enterprise's MMP include:

- **Optimize Cash Flow**
  - Lower upfront costs
  - Reduce monthly expenses
  - No loan or debt
- **Flexibility**
  - Ability to add and remove vehicles easily to meet changing needs
- **Reduced Maintenance Cost**
  - Newer vehicles require less maintenance
  - Savings through reduction in staffing

FINANCIAL IMPACT

- Enterprise agreement increased value by $3,425,000
  - Estimated cost of $1,600,000 for MMP
  - Estimated cost of $3,425,000 for leasing costs

FINANCIAL IMPACT

- Combined annual savings of the monthly administrative fee and reduction in direct labor are expected to be approximately $739,545 ($409,545 administrative fee and $330,000 in direct labor)
- Approximately $315,000 is General Fund savings
- Indirect savings will be determined after a full year of participating in the leasing and maintenance programs

FINANCIAL IMPACT

- Unique vehicles such as a Water Distribution Truck, for example, will likely cost more due to the specialized components and makeup of the vehicle
- Departments that currently have vehicle replacement funds can use these funds to lease vehicles if approved
- Departments will be required to have enough funding to lease a vehicle for five (5) years

QUESTIONS?

CITY OF OXNARD CALIFORNIA