Agenda reports and supporting materials for items on this agenda that are distributed to the legislative bodies to be considered at its regularly scheduled meeting are available in the Office of the City Clerk, 300 W. Third Street, Oxnard CA 93030, and on the City of Oxnard web site at www.oxnard.org/city-meetings.

CITY OF OXNARD CALIFORNIA

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Declaration, and Governor's Executive Order N-29-20 to allow members of the City Council or staff to participate via teleconference.

Pursuant to the Ventura County Public Health Official's order and Governor's Executive Order N-33-20, all city buildings are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings are typically available online immediately following the meeting.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 3:00 p.m. on the day of the meeting. Please identify the agenda item in the email Subject line.

A telephone option for public comments is also available at this time due to the State of California "Stay At Home" order. Requests to speak must be submitted no later than 3:00 p.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org (identify the agenda item in the Subject line).

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

Council Chambers, 305 West Third Street
April 7, 2020
Closed Session - 5:00 PM
Regular Meeting - 6:00 PM

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council, Housing Authority.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (5:00 PM)

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 LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) (City Council)

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)

Name of case: City of Oxnard v. Fox Canyon Groundwater Management Agency
Los Angeles County Superior Court, Case No. 20STCP00929

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. SUBJECT: Proclamation Designating April 22, 2020 as "Earth Day."

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. 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.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department

SUBJECT: COVID-19 Update, Ratification of Director of Emergency Services Orders. (10/5/5)

RECOMMENDATION: That the City Council:
1. Receive an update from the Director of Emergency Services;
2. Adopt a resolution ratifying orders issued by the Director in response to the COVID-19 Local Emergency.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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

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

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the March 17, 2020 regular meeting as presented.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

2. Human Resources Department

SUBJECT: Extension of Contract for Investigative Services.

RECOMMENDATION: That the City Council approve a third amendment to Agreement No. 7866-17-HR with the Law Firm of Atkinson, Andelson, Loya, Ruud & Romo to perform investigative services for the City.

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

3. Police Department

SUBJECT: Office of Traffic Safety Selective Enforcement Program Grant.

RECOMMENDATION: That the City Council adopt a resolution authorizing:
1. The City Manager to apply for $435,596.27 in grant funds from the State of California, Office of Traffic Safety (OTS), to be used for the FY 2020-2021 Selective Traffic Enforcement Program (S.T.E.P.);
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 budget appropriations for use of OTS funds; and
4. The Chief of Police or designee to submit all program related progress or status reports.
(Public Safety Committee approved 2-0)

Legislative Body: City Council

Contact: Scott Whitney, (805) 385-7624

4. Police Department

SUBJECT: Office of Traffic Safety Pedestrian and Bicycle Safety Program Grant.

RECOMMENDATION: That the City Council adopt a resolution authorizing:
1. The City Manager to apply for $46,335.95 in grant funds from the State of California, Office of

Traffic Safety (OTS), to be used for Pedestrian and Bicycle Safety;
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 budget appropriations for use of OTS funds; and
4. The Chief of Police or designee to submit all program related progress or status reports.
(Public Safety Committee approved 2-0)

Legislative Body: City Council

Contact: Scott Whitney, (805) 385-7624

5. Police Department

SUBJECT: Memorandum of Agreement with the Oxnard Community K-9 Foundation, and Acceptance of Equipment in the amount of $39,888.08.

RECOMMENDATION: That the City Council adopt a resolution:
1. Accepting a donation of one (1) Chevrolet Tahoe sport utility vehicle to the City of Oxnard, for use by the Oxnard Police Department's K-9 Unit; and
2. Authorizing the Mayor to execute a Memorandum of Agreement (Agreement No. 8906-20-PO) with the Oxnard Community K-9 Foundation relating to the City's use of the vehicle.

Legislative Body: City Council

Contact: Scott Whitney, (805) 385-7624

L. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: Rio Urbana Development Project: Request For Re-Approval Of Planning and Zoning Permit (PZ) No. 17-610-01 (Annexation) to Include Local Agency Formation Commission (LAFCo) Requested Language. The Project Consists of a 15,000 SF Office Building and 167 For Sale Residential Units Over Nine Individual Buildings. Filed By Rio School District, 2500 East Vineyard Avenue, Oxnard, California and The Pacific Companies, 430 East State Street #100, Eagle, Idaho. (10/15/10)

RECOMMENDATION: That the City Council adopt a resolution amending Resolution No. 15,299 to include LAFCo requested language and instruct staff to submit an application to the Ventura County LAFCo for a reorganization that includes Annexation of the parcel located at 2714 East Vineyard Avenue (APN 145-0-232-010) and the adjoining Rio School Lane Right of Way (ROW), subject to approval of Tax Sharing Agreement and certain findings and conditions.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

2. Housing Department

SUBJECT: Five-Year Public Housing Agency (PHA) Plan, Annual Agency Plan and Capital Fund Program (CFP) Five-Year Action Plan for Low Rent Public Housing. (10/15/5)

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard (OHA):
1. Hold a public hearing to receive comments concerning the 2020 Annual Agency Plan, the 5-Year PHA Plan, the 2020 CFP Budget, and the CFP Five-Year Action Plan; and

2. Adopt a resolution:

a. Approving the 2020 Annual Agency Plan, 5-Year PHA Plan for the Housing Authority;

b. Authorizing and directing the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures;

c. Authorizing the Housing Director to execute and submit all reports, documents and all other certifications required to comply with HUD's policies and procedures regarding the Annual Agency Plan and the 5-Year PHA Plan;

d. Approving the 2020 CFP Budget and CFP Five-Year Action Plan; and

e. Authorizing the Housing Director to accept and expend the funds as indicated in the 2020 CFP Budget and CFP Five-Year Action Plan.

Legislative Body: Housing Authority

Contact: Emilio Ramirez, (805) 385-8094

M. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY
AGENDA ITEM NO. G.1

DATE: April 7, 2020

TO: City Council

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

SUBJECT: COVID-19 Update, Ratification of Director of Emergency Services Orders. (10/5/5)

RECOMMENDATION

That the City Council:
1. Receive an update from the Director of Emergency Services;
2. Adopt a resolution ratifying orders issued by the Director in response to the COVID-19 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 (the "Director") as delegated in Chapter 6 of the City Code, proclaimed the existence of a local emergency, which the City Council ratified and proclaimed on March 17, 2020 (the "Local Emergency").

Pursuant to Government Code Section 8634, the Director "may promulgate orders and regulations necessary to provide for the protection of life and property." City Code section 6-3(C)(1) requires the Director, "at the earliest practicable time, request the city council to ratify such orders and regulations."

As of the date of publication of this agenda, the Director has issued three Director Orders (attached) in response to the Local Emergency. Director Order 20-01, issued March 19, 2020, imposes a temporary moratorium for non-payment of rent by residential or commercial tenants impacted by the COVID-19 crisis. This Order was issued in accordance with the Governor's March 16, 2020 Executive Order N-28-20 that suspended "any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions" in circumstances where the "basis for the eviction is nonpayment of rent, or a foreclosure, arising out of a substantial decrease in household or business income ... caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19". Both the Governor's and Director's Orders specify that the eviction stay does not relieve a tenant of liability for unpaid rent, nor restrict a landlord from recovering rent due.

Director Order 20-02, also issued March 19, 2020, suspends the following City practices, requirements and regulations, including administrative practices and those set forth by City resolution or ordinance, applicable to City operations and to residents and businesses:

A. The requirement for a report of building records prior to sale or exchange of real property (City Code Chapter 14, Article XX).

B. Restrictions on hours of delivery to establishments that provide food and essential products, such as medicine, to the public.

C. Restrictions on drive thru hours of establishments that provide food and essential products, such as medicine, to the public.

D. Parking restrictions related to street sweeping.

E. Penalties for late renewal and application for Business Tax Certificates.

F. Termination of City utility service for payment delinquency and imposition of penalties for late utility service payment.

G. The requirement that a contractor hold a valid City business tax certificate as a prerequisite for issuance of building permits.

Order 20-02 also allows signatures for administrative approvals required for internal City processes, such as payroll timesheets, payment requests, budget adjustments, etc., to be transmitted and signed by electronic or digital means, including emailed scanned documents. The purpose of the Order is to reduce disruption to residents, businesses and City administrative operations during the Local Emergency.

Director Order 20-03, issued March 26, 2020, provides that City regulations applicable to businesses regulated by the California Department of Alcoholic Beverage Control (ABC) shall be enforced in conformity with the Notice of Regulatory Relief recently issued by the ABC which is "designed to support the alcoholic beverage industry in its efforts to assist California in slowing the spread of]COVID-19] while assisting the industry in dealing with the economic challenges it is facing as a result." The Regulatory Relief applies to business operations such as On-Sale Retailers exercising Off-Sale privileges, sales of alcoholic beverages to go, Off-Sale transactions through pass-out windows, hours of operation for retail sales, and deliveries to consumers. In addition to the goal of reducing the economic impacts of the Local Emergency on City businesses, the purpose of this Order is to encourage more food retailers to remain open thereby facilitating food purchases by residents.

The attached resolution for Council's consideration ratifies the Director Orders described above, and will be amended to include any additional Orders issued by the Director following the publication of the agenda for this meeting up to the time of the meeting.

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

Order 20-02 will result in a reduction in City parking citation revenue, and penalties for late utility payments and late Business Tax Certificate renewals.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Stephen Fischer, City Attorney

ATTACHMENTS

1. Resolution ratifying Director Orders.COVID-19.CC040720

2. 2020.03.19 Director Order 20-01 Staying Evictions
3. 2020.03.19 Director Order 20-02 Suspending Requirements
4. 2020.03.26 Director Order 20-03 Alcoholic Beverage Businesses

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD RATIFYING ORDERS ISSUED BY THE DIRECTOR OF EMERGENCY SERVICES

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 (the "Director"), 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 13, 2020, in response to the rapidly evolving public health crisis resulting from the COVID-19 pandemic, the Director proclaimed the existence of a local emergency (the "Local Emergency"); and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 15,304, proclaiming the Local Emergency and ratifying the Director's March 13, 2020 proclamation; and

WHEREAS, pursuant to Government Code section 8634, Resolution No. 15,304 and Chapter 6 of the City Code, the Director may promulgate orders and regulations necessary to provide for the protection of life and property and shall request the City Council to ratify such orders and regulations; and

WHEREAS, the Director has issued Order Nos. 20-01, 20-02 and 20-03, attached as exhibits hereto in response to the Local Emergency.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that Order Nos. 20-01, 20-02 and 20-03 issued by the Director and attached as Exhibits A, B and C hereto are necessary to provide for the protection of life and property in response to the Local Emergency and are hereby ratified.

PASSED AND ADOPTED THIS 7th day of April 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

CITY OF OXNARD

DIRECTOR ORDER NO. 20-01

ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD STAYING EVICTIONS IN THE CITY OF OXNARD DURING THE 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 (the "Director"), 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 13, 2020, in response to the rapidly evolving public health crisis resulting from the COVID-19 pandemic, the Director proclaimed the existence of a local emergency (the "Local Emergency"); and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 15,304, proclaiming the Local Emergency and ratifying the Director's March 13, 2020 proclamation; and

WHEREAS, as a result of the Local Emergency and the precautions recommended by health authorities, many tenants and businesses in the City of Oxnard have or may soon experience sudden and unexpected income loss; and

WHEREAS, the Governor of the State of California ("Governor") has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19, and such individuals and their families may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks; and

WHEREAS, on March 16, 2020, the Governor issued Executive Order N-28-20, which waived any provisions of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions, including but not limited to Civil Code sections 1940 et seq. or 1954.25 et seq., until May 31, 2020, unless extended, and included a definition of financial impacts due to COVID-19 as set forth below; and

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, it is necessary to issue and implement this Order to protect life, property and civil order.

NOW, THEREFORE, THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD DOES HEREBY ORDER AS FOLLOWS:

SECTION 1. A temporary moratorium on eviction for non-payment of rent by residential or commercial tenants impacted by the COVID-19 crisis is imposed as set forth herein.

SECTION 2. During the period of Local Emergency declared in response to COVID-19, no landlord shall endeavor to evict a tenant for nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to Financial Impacts related to COVID-19.

SECTION 3. A landlord who knows that a tenant cannot pay some or all of the rent temporarily for the reasons set forth above in Section 2 shall not serve a notice pursuant to Code of Civil Procedure section 1161(2), file or prosecute an unlawful detainer action based on a 3-day pay or quit notice, or otherwise seek to evict or otherwise eject a residential or commercial tenant or occupant of residential real property for nonpayment of rent under any law, rule, statutory cause of action or regulation.

SECTION 4. A landlord knows of a tenant's inability to pay rent within the meaning of this Order if the tenant, within 30 days after the date that rent is due, notifies or makes reasonable efforts to notify the landlord or the landlord's representative in writing of lost income and inability to pay full rent due to Financial Impacts related to COVID-19, and provides documentation to support the claim. For purposes of this Order, "in writing" includes email or text communications to a landlord or the landlord's representative with whom the tenant has previously corresponded by email or text, or for whom a communication method, email address or phone number has been provided to tenant, whether or not they have previously corresponded, as well as traditional written communication. Any medical or financial information provided to the landlord shall be held in confidence, and only used for evaluating the tenant's claim.

SECTION 5. Nothing in this Order shall relieve the tenant of liability for the unpaid rent, nor restrict a landlord's ability to recover rent due.

SECTION 6. For purposes of this Order, "financial impacts related to COVID-19" ("Financial Impacts") include nonpayment of rent, or a foreclosure, arising out of a substantial decrease in household or business income (including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; provided that, the Financial Impact was caused by the COVID-19 pandemic, or by any local, state or federal government response to COVID-19, and is documented.

SECTION 7. Nothing in this Order shall in any way restrict state, county or local authority, including City authority, to order any quarantine, isolation, or other public health measure that may compel an individual to remain physically present or to avoid any particular residential real property.

SECTION 8. This Order shall be punishable as set forth in City Code section 6-9. In addition, this Order grants a defense in the event that an unlawful detainer action is commenced in violation of this Order. Further, this Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the City of Oxnard, or any of its officials, employees, contractors, agents or volunteers.

SECTION 9. This Order shall be in force and effect until May 31, 2020, until and unless superseded by a duly enacted Ordinance or Resolution of the City Council or a further Order by the Director adopted during the Local Emergency that expressly

supersedes this Order. Should the Governor extend Executive Order N-28-20, this Order will continue automatically beyond May 31, 2020 to the date of the Governor's extension, unless superseded as set forth above.

SECTION 10. This order shall be given publicity and notice as required by Government Code section 8634.

SECTION 11. The City Clerk shall certify to the adoption of this Order and shall cause a certified Order to be filed in the Office of the City Clerk.

Dated: March 19, 2020 By: _____

AlexanderNguyen
City Manager/Director of Emergency Services
City of Oxnard

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

EXHIBIT B

CITY OF OXNARD

DIRECTOR ORDER NO. 20-02

ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD SUSPENDING CERTAIN CITY REQUIREMENTS DURING THE 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 (the "Director"), 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 13, 2020, in response to the rapidly evolving public health crisis resulting from the COVID-19 pandemic, the Director proclaimed the existence of a local emergency (the "Local Emergency"); and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 15,304, proclaiming the Local Emergency and ratifying the Director's March 13, 2020 proclamation; and

WHEREAS, pursuant to Resolution No. 15,304 and Chapter 6 of the City Code, the Director may promulgate orders and regulations necessary to provide for the protection of life and property; and

WHEREAS, in the interest of public health and safety, as affected by the Local Emergency, and to protect life, property and civil order, it is necessary to issue and implement this Order to suspend certain City practices, requirements and regulations, including administrative practices and those set forth by City resolution or ordinance, applicable to City operations and to residents and businesses in the City as set forth herein.

NOW, THEREFORE, THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD DOES HEREBY ORDER AS FOLLOWS:

SECTION 1. The following City practices, requirements and regulations applicable to residents and businesses in the City are hereby suspended:

A. The requirement for a report of building records prior to sale or exchange of real property (City Code Chapter 14, Article XX).

B. Restrictions on hours of delivery to establishments that provide food and essential products, such as medicine, to the public.

C. Restrictions on drive thru hours of establishments that provide food and essential products, such as medicine, to the public.

D. Parking restrictions related to street sweeping.

E. Penalties for late renewal and application for Business Tax Certificates.

F. Termination of City utility service for payment delinquency and imposition of penalties for late utility service payment.

G. The requirement that a contractor hold a valid City business tax certificate as a prerequisite for issuance of building permits.

SECTION 2. During the period of Local Emergency, signatures for administrative approvals required for internal City processes, such as payroll timesheets, payment requests, budget adjustments, etc., may be transmitted and signed by electronic or digital means, including emailed scanned documents.

SECTION 3. This Order may be modified or rescinded by further Order by the Director or by the City Council.

SECTION 4. This Order shall remain in effect during the period this Local Emergency exists and shall terminate upon City Council's determination that the Local Emergency no longer exists.

SECTION 5. This Order shall become effectively immediately.

SECTION 6. This order shall be given publicity and notice as required by Government Code section 8634.

SECTION 7. The City Clerk shall certify to the adoption of this Order and shall cause a certified Order to be filed in the Office of the City Clerk.

Dated: March 19, 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

DES Order No. 20-02
3/19/2020

EXHIBIT C

CITY OF OXNARD

DIRECTOR ORDER NO. 20-03

ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD REGARDING ALCOHOLIC BEVERAGE BUSINESS REGULATIONS

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 (the "Director"), 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 13, 2020, in response to the rapidly evolving public health crisis resulting from the COVID-19 pandemic, the Director proclaimed the existence of a local emergency (the "Local Emergency"); and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 15,304, proclaiming the Local Emergency and ratifying the Director's March 13, 2020 proclamation; and

WHEREAS, pursuant to Resolution No. 15,304 and Chapter 6 of the City Code, the Director may promulgate orders and regulations necessary to provide for the protection of life and property; and

WHEREAS, pursuant to the California Constitution Article XX, Section 22, and in furtherance of Governor Newsom's emergency declarations and orders regarding the spread of the COVID-19 virus, the Department of Alcoholic Beverage Control ("ABC") has temporarily suspended enforcement of specific legal prohibitions applicable to the alcoholic beverage industry ("ABC Regulatory Relief"), the specifics of which are set forth in the Notice of Regulatory Relief posted at https://www.abc.ca.gov/notice-of-regulatory-relief/; and

WHEREAS, the ABC Regulatory Relief affects ABC regulations applicable to:

1. Returns of Alcoholic Beverages
2. Retail-to-Retail Transactions
3. Extension of Credit
4. On-Sale Retailers Exercising Off-Sale Privileges
5. Sales of Alcoholic Beverages To Go
6. Off-Sale Transactions Through Pass-Out Windows
7. Hours of Operation for Retail Sales
8. Deliveries to Consumers

WHEREAS, the ABC states the ABC Regulatory Relief "is designed to support the alcoholic beverage industry in its efforts to assist California in slowing the spread of the virus while assisting the industry in dealing with the economic challenges it is facing as a result."

NOW, THEREFORE, THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD DOES HEREBY ORDER AS FOLLOWS:

SECTION 1. City ordinances, resolutions, permit conditions, and other City regulations applicable to businesses regulated by the ABC shall be enforced in conformity with, and subject to the Limitations on Relief, set forth in, the ABC Regulatory Relief posted at: https://www.abc.ca.gov/notice-of-regulatory-relief/

SECTION 2. This Order may be modified or rescinded by further Order by the Director or by the City Council.

SECTION 3. This Order shall remain in effect during the period this Local Emergency exists and shall terminate upon City Council's determination that the Local Emergency no longer exists.

SECTION 4. This Order shall become effectively immediately.

SECTION 5. This order shall be given publicity and notice as required by Government Code section 8634.

SECTION 6. The City Clerk shall certify to the adoption of this Order and shall cause a certified Order to be filed in the Office of the City Clerk.

Dated: March 26, 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

DES Order No. 20-03
3/26/2020

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.1

DATE: April 7, 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 March 17, 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 03.17.2020 CC regular meeting

M I N U T E S
OXNARD CITY COUNCIL
Regular Meeting
March 17, 2020

A. ROLL CALL, POSTING OF AGENDA

At 4:36 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, Oscar Madrigal, and Mayor Tim Flynn were present. Councilmembers Gabriela Basua, Bryan A. MacDonald, Bert E. Perello, and Mayor Pro Tem Carmen Ramirez were present via telephone.

Staff members present were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; Ashley Golden, Assistant 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)
   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.

3. 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

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 titles of the litigation being discussed are: 1. Local Coastal Program Amendment No. LCP-4-OXN-20-0007-1 (City of Oxnard LCP Amendment Override) before the

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California Coastal Commission; and 2. Kessner, et al. v. City of Santa Clara; et al. "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-2 of the meeting agenda."

At 4:38 p.m., the City Council recessed to a closed session in the Human Resources Activity Room, at 300 W. Third Street, Oxnard. At 5:39 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced there were no reportable actions out of closed session.

Mayor Flynn announced that item D-2 would be heard ahead of item D-1.

E. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Denise Shadinger, Police Commander; Donna Ventura, Assistant Chief Financial Officer; Jim Costello, Financial Analyst II; Darwin Base, Fire Chief; Jaime Villa, Emergency Services Coordinator; Scott Whitney, Police Chief; Emilio Ramirez, Housing Director; Kathleen Mallory, Planning and Sustainability Manager; Jeffrey Lambert, Community Development Director; Kevin Riper, Chief Financial Officer; Keith Brooks, Chief Information Officer; and Brian Yanez, Assistant Public Works Director.

D. APPOINTMENT ITEMS

Police Department

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

The Police Commander gave a report. Written comments were received from Ray Blattel. Discussion ensued among the Council and staff. No action was required.

Mayor Flynn read a statement about the current COVID-19 health emergency and the city's response to the crisis.

Finance Department

1. SUBJECT: Preview of City's Online Financial Transparency Portal.
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)

The Financial Analyst II gave a report. Discussion ensued among the Council and staff. No action was required.

F. CEREMONIAL CALENDAR

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

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Mayor Flynn read the proclamation and made some remarks.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from PW Robinson (homelessness and sheltering) and Gregg Boyajian (odors and noise from "New Indy" cardboard manufacturing plant). Written comments were received from Martina Gallegos, Ray Blattel, Lucy Cartagena, Liz Beall, and Joyce Chavez.

H. REPORT OF CITY MANAGER

The City Manager introduced Vanessa Bechtel, President and CEO of the Ventura County Community Foundation, who gave a brief presentation on the upcoming 2020 U.S. Census.

City Manager Department

1. SUBJECT: Status of investigation of personnel complaints against elected City Treasurer Phillip Molina.

(This item was removed from the agenda.)

2. SUBJECT: Ratification of COVID-19 Emergency Proclamation.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,304** ratifying the Proclamation of the Director of Emergency Services of the City of Oxnard Proclaiming the Existence of a Local Emergency.

The City Manager gave a report and announced that the resolution has been amended. The Fire Chief, Police Chief, and City Attorney also gave reports. Discussion ensued among the Council and staff.

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

I. CITY COUNCIL REPORTS

Councilman MacDonald commented on new state mandates to remove food waste from garbage collection and requested a future item for the Public Works and Transportation Committee to discuss the possibility of sending the food waste to the biodigesters at the wastewater treatment plant.

Councilmember Perello announced he will follow up on Mr. Boyajian's public comment complaint about the New Indy cardboard plant.

Councilmember Madrigal commented on cancelled graduation ceremonies due to the COVID-19 emergency.

Mayor Flynn and the City Manager discussed arrangements to shelter and provide services to the homeless during the COVID-19 emergency.

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J. REVIEW OF INFORMATION/CONSENT AGENDA

Items L-2 and L-5 were discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Written comments were received from Ray Blattel and Lucy Cartagena.

L. INFORMATION/CONSENT AGENDA

City Clerk Department

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

City Manager Department

2. 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.

Fire Department

3. 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 **Resolution No. 15,305** 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).

4. 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 De-fibrillators (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 **Resolution No. 15,306** authorizing:
1. The City Manager to submit five grant applications to the Federal Emergency

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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).

Housing Department

5. 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.

Police Department

6. SUBJECT: Resolution Commending Felice Johnson for Twenty-Four Years of Outstanding Service to the City of Oxnard.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,307** commending Felice Johnson for twenty-four years of outstanding service to the City of Oxnard.

7. SUBJECT: 2020 Community Policing Development Microgrant Application.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,308** 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.

8. 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)

Public Works Department

9. 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

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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)

10. 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)

It was moved by Councilmember Lopez, seconded by Mayor Pro Tem Ramirez, to approve the Information/Consent items as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

M. PUBLIC HEARINGS

Housing Department

1. 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.
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

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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.

The City Clerk announced the affidavit of publication and stated that no written communications had been received. The Housing Director gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. No one requested to speak. Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

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

N. REPORTS

Community Development Department

1. SUBJECT: City of Oxnard Climate Action Plan.
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)

The Planning and Sustainability Manager gave a report. Discussion ensued among the Council and staff. Public comments were received from Gregg Boyajian.

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

2. SUBJECT: Sakioka Development Agreement Authorization.
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.

The Community Development Director gave a report. Discussion ensued among the Council and staff.

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

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Finance Department

3. SUBJECT: FY 2019-20 Budget Mid-Year Review.
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 **Resolution No. 15,309** amending the position control resolution for Information Technology.
(Finance and Governance Committee approved 3-0)

The Chief Financial Officer and Chief Information Officer gave a report. Written comments were received from Ray Blattel. Discussion ensued among the Council and staff.

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

Public Works Department

4. SUBJECT: Amending Enterprise Fleet Management Agreement and Restructuring of Fleet Services Division.
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 **Resolution No. 15,310** 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)

The Assistant Public Works Director gave a report. Written comments were received from Ray Blattel. Discussion ensued among the Council and staff.

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

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:00 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. K.2

DATE: April 7, 2020

TO: City Council

FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org

SUBJECT: Extension of Contract for Investigative Services.

RECOMMENDATION

That the City Council approve a third amendment to Agreement No. 7866-17-HR with the Law Firm of Atkinson, Andelson, Loya, Ruud & Romo to perform investigative services for the City.

BACKGROUND

The City is required to investigate claims of employee misconduct and when doing so it is critical that the investigator is trained and qualified to perform such investigations. Typically law firms who specialize in employment law will have trained investigators on staff to perform this type of service.

Atkinson, Andelson, Loya, Ruud & Romo has been providing these services to the City since 2017. They are one of two firms who have provided this service and at this time we are seeking to extend their contract for an additional year and increase the amount of the contract by an additional $100,000.

The original contract was approved for $250,000 the second contract extension was approved for an additional $30,000. The requested extension is for $100,000 which will bring the total amount contracted with the firm to $380,000.

The continuation of these services is vital to the City. Employees have gained confidence in submitting claims, and we must continue with the established processes in place to maintain this trust. We take claims seriously and approval of this contract extension will maintain the resources needed to investigate all viable claims.

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

Between the appropriation remaining in the current fiscal year, and the appropriation to be requested for next fiscal year, the $100,000 contract amendment will be covered in the Human Resources Department budget.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Naveau, Human Resources Director

ATTACHMENTS

1. A- 7866 Third Amendment

Agreement No. 7866-17-HR

THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 13th day of February 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Atkinson, Andelson, Loya, Ruud & Romo ("Consultant"). This Third Amendment amends the Agreement entered into on April 12, 2017, by City and Consultant. The Agreement previously has been amended on October 19, 2017, by a First Amendment, and on January 1, 2019, by a Second Amendment.

City and Consultant agree as follows:

1. In Section 9 of the Agreement, Term of Agreement, the date "December 31, 2019", is deleted and replaced with the date "December 31, 2022".

2. In Section 11A of the Agreement, Compensation, the figure "$280,000" is deleted and replaced with the figure "$380,000".

3. 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
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date 2/27/2020

ATKINSON, ANDELSON, LOYA, RUUD, & ROMO

Irma Rodriguez Moisa, Partner Date

Nate Kowalski, Partner 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.

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
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

ATKINSON, ANDELSON, LOYA, RUUD, & ROMO

Irma Rodriguez Moisa, Partner March 3, 2020 Date

Nate Kowalski, Partner 3/3/20 Date

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) 2/27/2020 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.

Agreement No. 7866-17-HR

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of January, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Atkinson, Andelson, Loya, Ruud & Romo ("Consultant"). This Second Amendment amends the Agreement entered into on 12th day of April, 2017, by City and Consultant. The Agreement previously has been amended on October 19th, 2017 by a First Amendment.

WHEREAS, City and Consultant entered into a First Amendment to the Agreement for an amount not to exceed $250,000; and

WHEREAS, City and Consultant desire to enter into this Second Amendment, adding $30,000 to the value of the Agreement, and modifying the date of expiration of the Agreement.

NOW, THERFORE, City and Consultant agree as follows:

1. Section 11A is amended to read as follows:
   "City Agrees to pay Consultant in amount not exceed $280,00 for services provided under this Agreement at provided in exhibit B attached hereto and incorporated by this reference and full herein."

2. Section 9 Term of Agreement is amended to read as follows:
   "This Agreement shall begin on April 18, 2017 and expire on December 31, 2019, unless either party terminates this Agreement upon prior written notice as specified in Section 10.

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

Agreement No. 7866-17-HR

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

Lisa Boerner, Purchasing Manager — Date: 3.14.19

ATKINSON, ANDELSON, LOYA, RUUD, & ROMO

Irma Rodriguez Moisa, Partner — Date

Nate Kowalski, Partner — Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) — Date: 3/14/19

Agreement No. 7866-17-HR

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

☐ Lisa Boerner, Purchasing Manager — Date

ATKINSON, ANDELSON, LOYA, RUUD, & ROMO

Irma Rodriguez Moisa, Partner — Date 3/13/2019

Nate Kowalski, Partner — Date 3/13/19

APPROVED AS TO FORM:

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

Agreement No. 7866-17-HR

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 19th day of October, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Atkinson, Andelson, Loya, Ruud & Romo ("Consultant"). This First Amendment amends the Agreement entered into on 12th day of April, 2017, by City and Consultant.

City and Consultant agree as follows:

1. Section 11A is amended to read as follows:
   "City Agrees to pay Consultant in amount not exceed $250,000 for services provided under this Agreement at provided in exhibit B attached hereto and incorporated by this reference and full herein."

2. Section 9 Term of Agreement is ameneded to read as follows:
   "This Agreement shall begin on April 18, 2017 and expire on December 31, 2018, unless either party terminates this Agreement upon prior written notice as specified in Section 10.

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

COUNCIL APPROVED
12/19/2017 K)(C)
DATE

Agreement No. 7866-17-HR

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

☐ Greg Nyhoff, City Manager Date 11/20/17

VENDOR/CONTRACTOR/CONSULTANT

Irma Rodriguez Moisa, Partner Date

Nate Kowalski, Partner Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney Date 10/23/17
(required for any agreement amount)

APPROVED AS TO CONTENT:

Steve Navcau, Project Manager Date 10/19/17

APPROVED AS TO AMOUNT:

APPROVED AS TO INSURANCE:

Mike More, Risk Manager Date 10/19/17

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

PLEASE DO NOT
REMOVE THIS BOX

Agreement No. 7866-17-HR

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

☐ Greg Nyhoff, City Manager — Date

VENDOR/CONTRACTOR/CONSULTANT

Irma Rodriguez Moisa, Partner — 10/20/17 Date

Nate Kowalski, Partner — 10/20/17 Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (required for any agreement amount) — Date

APPROVED AS TO CONTENT:

Steve Naveau, Project Manager — Date

APPROVED AS TO AMOUNT:

APPROVED AS TO INSURANCE:

Mike More, Risk Manager — Date

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

PLEASE DO NOT REMOVE THIS BOX

Agreement No. 7819-17-HR

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 3rd day of April, 2017, by and between the City of Oxnard, a municipal corporation (**"City"**), and Atkinson, Andelson, Loya, Ruud & Romo (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the **"Services"**).

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with Assistant Human Resources Director (**"Manager"**), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Irma Rodriguez Moisa as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on April 1, 2017 and expire on December 31, 2017.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination,

including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in the amount of $7,000 for the Services at a rate of $3,500 per day, plus an amount not to exceed $250 for hotel expenses subject to providing documentation.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services (**"documents and materials"**) shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City.

Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's negligent performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-B**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-B.** Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-B**.

Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-B**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-B.** Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-B**.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Atkinson, Andelson, Loya, Ruud & Romo, 12800 Center Court Drive, Suite 300, Cerritos, CA 90703, Attention: Irma Rodriguez Moisa.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Human Resources Department, 300 W 3rd St. 1st Floor, Oxnard, California 93030, Attention: Lisa Yoshimura.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

[Signatures on next page]

AGREEMENTS UP TO $25,000.00

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

James Throop, Purchasing Agent

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Irma Rodriguez Moisa, Senior Partner

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Lisa Yoshimura, Project Manager

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

AGREEMENTS UP TO $25,000.00

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CITY OF OXNARD

James Throop, Purchasing Agent

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Irma Rodriguez Moisa, _____

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Lisa Yoshimura, Project Manager

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide anti-harassment training workshops required by the State of California to be held on April 5, 2017 and April 20, 2017. For each day Consultant shall conduct three two-hour trainings for a total of 6 sessions.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Bolton & Company 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 0008309	CONTACT NAME: PHONE (A/C, No, Ext): (626) 799-7000 FAX (A/C, No): (626) 583-2117 E-MAIL ADDRESS:
INSURED Atkinson, Andelson, Loya, Ruud & Romo 12800 Center Court Drive #300 Cerritos CA 90703	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Vigilant Insurance Company — 20397 INSURER B: Federal Insurance Company — 20281 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 34890000 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY	✓		35344557	4/1/2017	4/1/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT ✓ LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER:							$
B	AUTOMOBILE LIABILITY	✓		73508514	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB OCCUR			79757104	4/1/2017	4/1/2018	EACH OCCURRENCE	$ 8,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 8,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			71732870	4/1/2017	4/1/2018	✓ PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Client No. 0852
The firm does not own any autos and auto liability applies to hired and non-owned autos only.
Additional Insured: The City of Oxnard, its City Council, officers, employees and volunteers.
Additional Insured(s) named additional insured respecting general liability per the attached form 80-02-2367 (Rev. 5-07). Coverage is primary & non-contributory.

CERTIFICATE HOLDER

Client No. 0852

City of Oxnard
Risk Manager
300 West Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William A. Lewis

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Liability Insurance

Endorsement

Policy Period	APRIL 1, 2017 TO APRIL 1, 2018
Effective Date	APRIL 1, 2017
Policy Number	3534-45-57 WUC
Insured	ATKINSON ANDELSON LOYA RUUD & ROMO
Name of Company	VIGILANT INSURANCE COMPANY
Date Issued	MARCH 29, 2017

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).

Who Is An Insured

Additional Insured - Scheduled Person Or Organization (continued)

- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY, BUT THEY ARE INSUREDS ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN "INSURED". HOWEVER, NO PERSON OR ORGANIZATION IS AN "INSURED" UNDER THIS PROVISION WHO IS MORE SPECIFICIALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS AN INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICATION THERETO).

SPECIMEN

All other terms and conditions remain unchanged.

Authorized Representative @ @ @ @

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
   a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

a. You for any covered "auto".
b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
   (1) The owner or anyone else from whom you hire or borrow a covered "auto".

   This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

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(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

(1) All expenses we incur.

(2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

(1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

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CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3

DATE: April 7, 2020

TO: City Council

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

SUBJECT: Office of Traffic Safety Selective Enforcement Program Grant.

RECOMMENDATION

That the City Council adopt a resolution authorizing:
1. The City Manager to apply for $435,596.27 in grant funds from the State of California, Office of Traffic Safety (OTS), to be used for the FY 2020-2021 Selective Traffic Enforcement Program (S.T.E.P.);
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 budget appropriations for use of OTS funds; and
4. The Chief of Police or designee to submit all program related progress or status reports.
(Public Safety Committee approved 2-0)

BACKGROUND

The State of California, Office of Traffic Safety (OTS), offers grant funding to assist the City in reducing the number of injury and fatal traffic collisions that occur on our City's roadways. The Police Department is applying for the "Selective Traffic Enforcement Program" grant in the amount of $435,596.27.

The Police Department is committed to reducing the total number of collisions through enforcement, education and engineering improvements, and is dedicated to the safety of our motorists, pedestrians, and bicyclists. The Police Department will use grant funding to continue implementing strategies and conducting enhanced enforcement operations to address primary collision factors (such as speed, failure to yield, and unsafe turning movements) to aid in making our roads safer. Traffic safety presentations at community events public meetings and school will also be a means of promoting public awareness regarding bicycle, motorcycle, and pedestrian safety.

The Police Department evaluates collision data and statistics on a monthly basis to ensure problematic areas and primary collision-causing factors are addressed. The Police Department uses this data to focus enforcement in collision-prone and problematic areas through the use of multi-officer enforcement operations that focus on specific collision causing traffic violations and DUI enforcement operations. Grant finding will also be used to deploy officers for the sole purpose of conducting DUI enforcement. The traffic unit will conduct monthly DUI checkpoints and enforcement details during peak times and at locations which experience a high number of DUI-related collisions. Traffic officers will utilize seat beat and distracted driving laws in order to promote seat belt compliance and deter distracted driving. Working with the City's Traffic Engineer, the Traffic Unit will evaluate locations to facilitate roadway improvements in order to reduce the high number of collisions involving pedestrians, bicyclists, and motor vehicles on City streets.

The Police Department understands the value of educating the community in order to increase traffic safety. The Traffic Unit, with the assistance of the School Resource Officers (SROs), will continue conducting pedestrian and bicycle safety

presentations to school-aged children and young adults. The safety presentations will include topics such as safe pedestrian practices to enhance safety, risks and hazards of riding bicycles in traffic, and the importance of wearing the proper safety equipment. The Police Department will host "Start Smart" teen driver safety classes, in which parents and teenagers will be informed of the key factors associated with traffic collisions involving teenage drivers.

The Police Department will continue to collaborate with allied agencies in Ventura County to coordinate enforcement activities and implement strategies to address "place of last drink: (POLD) data and alcohol service compliance. Social media will also be used to distribute and provide information regarding statistical crash data, improve public awareness, and to encourage community involvement directed at collision reduction. We will also utilize all available media and outreach methods to promote safe driving habits, encourage seat belt compliance, and deter distracted driving.

The Police Department will continue to participate in the "Know Your Limit" program. In 2017, the Police Department implemented the program as a method to reduce impaired driving. Officers developed partnerships with local bars and restaurants and worked to gain the cooperation of patrons in order to educate them in the effect of alcohol on their body, the potential for serious injury or death when driving while impaired, and the financial penalties involved when arrested for DUI. Patrons are asked to guess their blood alcohol content (BAC) based on the number of drinks they have consumed and are offered a "no-consequence" breathalyzer test to see the results. Information is also provided regarding designated driver and ride share programs. The program has received overwhelmingly positive responses from both business owners and patrols alike. Since the program's inception, it has been implemented at twenty-two (22) local businesses.

With this grant, the Police Department will proactively seek innovative approaches to combat DUI and DUID (Driving Under the Influence of Drugs) collisions and work toward providing enhanced education and enforcement to ensure the safety of the community while traveling our roadways.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

FINANCIAL IMPACT

The Selective Traffic Enforcement Program does not require ongoing or one-time matching contributions. Upon execution of the grant award, the grant will be recognized and appropriated accordingly.

COMMITTEE OUTCOME

The Public Safety Committee approved 2-0 (Committee Member Ramirez was absent) on March 10, 2020, to approve the staff recommendation and forward the item for City Council approval.

Prepared by: Denise Shadinger, Police Commander

ATTACHMENTS

1. OTS Selective Enforcement Grant Resolution

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 SELECTIVE TRAFFIC ENFORCEMENT 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 State of California, Office of Traffic Safety for $435,596.27 in Office of Traffic Safety grant funds, to be used for traffic enforcement and education.

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 for selective traffic enforcement and education and resolves to recognize grant revenue in the amount of $435,596.27 from the State of California, Office of Traffic Safety. 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 April, 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

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4

DATE: April 7, 2020

TO: City Council

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

SUBJECT: Office of Traffic Safety Pedestrian and Bicycle Safety Program Grant.

RECOMMENDATION

That the City Council adopt a resolution authorizing:
1. The City Manager to apply for $46,335.95 in grant funds from the State of California, Office of Traffic Safety (OTS), to be used for Pedestrian and Bicycle Safety;
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 budget appropriations for use of OTS funds; and
4. The Chief of Police or designee to submit all program related progress or status reports.
(Public Safety Committee approved 2-0)

BACKGROUND

The City of Oxnard is committed to improving the safety and accessibility of people walking and biking in our community. This is done through education of our community in safe practices for pedestrians and bicyclists while traveling the roadways, enforcement of traffic laws and working with the Traffic Engineer's Office on roadway design and improvement.

However, based on the 2017 Office of Traffic safety rankings of California cities, Oxnard ranked 10th out of 58 California cities in pedestrian collisions and 7th in bicycle collisions, with a ranking of "1" being the worst. Oxnard also ranked 2nd with 24 victims injured for collisions of pedestrians under 15-years-old.

Oxnard has traditionally ranked high in the Office of Traffic Safety rankings in pedestrian and bicycle involved collisions. Unfortunately, in 2019, Oxnard experienced a tragic increase in pedestrian and bicycle-involved fatal collisions including the death of an 8-year-old pedestrian who was struck by a vehicle while walking to school. In 2019, Oxnard had a total of 16 fatal collisions including seven pedestrian-involved fatalities and five bicycle-involved fatalities. In addition, there were a total of 109 pedestrian-involved injury collisions and 58 bicycle-involved injury collisions which occurred in Oxnard in 2019. A review of pedestrian-involved collisions that occurred in 2019 revealed that there were a total of 14 pedestrians injured and two pedestrians killed who were under the age of 15-years-old.

The Oxnard Police Department is dedicated to keeping our roadways safe by reducing collisions. Traffic safety is a high priority at the Police Department, with the emphasis on reducing collisions, improving school zone safety, addressing dangerous and distracted driving, and deterring impaired driving. However, with the increase in pedestrian and bicycle involved injuries and fatalities in 2019, the Department placed additional focus on pedestrian and bicycle safety. In addition to traditional traffic collision reduction efforts, the Police Department is seeking grant funding to be utilized in enhancing our pedestrian and bicycle educational outreach. Partnerships with the Traffic Engineer's Office, the Oxnard

School District, and community organizations would be expanded to implement strategies to improve our 100-year-old infrastructure and design safer thoroughfares to accommodate our growing commuter-based population. Department members would also engage with our community during community events, neighborhood meetings, and school functions to promote bicycle and pedestrian safety.

Our pedestrian and bicycle safety and collision reduction efforts would include:

A Pedestrian/Bicycle Coordinator - the dedication of a traffic officer to provide guidance for pedestrian/bicycle planning efforts and oversee the grant.

Quarterly meetings between the police department and the traffic engineer's office to evaluate:

• Pedestrian and bicycle volumes and setting speed limits.
• Prioritize roadway analysis based on volume data and collision rates.
• Evaluate the existing bicycle and pedestrian network to assess signs, markings, and signals, including MUTCD compliance and maintenance.
• Evaluate roadway surface quality of roadways with bicycle lanes and bicycle routes.
• Prioritize maintenance of roadways where bicycle and pedestrian collisions occur.
• Prioritize locations for grant-funded pedestrian safety equipment.

A formalized Pedestrian and Bicycle Safety Education Program, that includes:

• Collaborate with beat and district officers to conduct presentations at group homes, community groups and organizations, and senior citizen communities.
• Collaboration with our school resource officers and local schools to provide pedestrian and bicycle safety presentations and rodeos to students.
• Coordination with school districts and school transportation services to establish Safe Routes to Schools in an effort to develop walking routes and address potential barriers for pedestrian or bicycle access to schools.
• Host pedestrian and bicycle safety presentations at community events and fairs.
• Involvement of additional public partners, such as public health and behavioral health, in safety education programs.
• Increase pedestrian and bicycle safety awareness through social media, public announcements, and local media.

Public Involvement and Feedback Process
• Hold public meetings in the community to discuss pedestrian and bicycle concerns and issues.
• Host regular community engagement opportunities centered on bicycle and pedestrian issues.
• Allow for specific bicycle and pedestrian safety feedback to be submitted through the 311portal.

Training
• Train officers in bicycle and pedestrian safety enforcement.
• Use collision data to help determine enforcement needs related to locations, times, and violations.
• Implement sustained bicycle and pedestrian safety enforcement efforts, including a focus on driver violations.

With this grant, the Police Department will proactively seek innovative approaches to provide education to our community relevant to ensuring the safety of pedestrians and bicyclists traveling our roadways.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression

efforts that address crime and underlying issues.

FINANCIAL IMPACT

The Pedestrian and Bicycle Safety grant does not require ongoing or one-time matching contributions. Upon execution of grant award, the grant will be recognized and appropriated accordingly.

COMMITTEE OUTCOME

The Public Safety Committee approved 2-0 (Committee Member Ramirez was absent) on March 10, 2020, to approve the staff recommendation and forward the item for City Council approval.

Prepared by: Denise Shadinger, Police Commander

ATTACHMENTS

1. OTS Pedestrian and Bicycle Safety Grant Resolution

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 PEDESTRIAN AND BICYCLE SAFETY 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 State of California, Office of Traffic Safety for $46,335.95 in Office of Traffic Safety grant funds, to be used for pedestrian and bicycle related enforcement and education.

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 for pedestrian and bicycle safety related enforcement and education, and resolves to recognize grant revenue in the amount of $46,335.95 from the State of California, Office of Traffic Safety. 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 April, 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

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.5

DATE: April 7, 2020

TO: City Council

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

SUBJECT: Memorandum of Agreement with the Oxnard Community K-9 Foundation, and Acceptance of Equipment in the amount of $39,888.08.

RECOMMENDATION

That the City Council adopt a resolution:
1. Accepting a donation of one (1) Chevrolet Tahoe sport utility vehicle to the City of Oxnard, for use by the Oxnard Police Department's K-9 Unit; and
2. Authorizing the Mayor to execute a Memorandum of Agreement (Agreement No. 8906-20-PO) with the Oxnard Community K-9 Foundation relating to the City's use of the vehicle.

BACKGROUND

The Oxnard Community K-9 Foundation (Donor) offered to assist the City of Oxnard and the Oxnard Police Department in addressing the recent fiscal challenges of replacing police vehicles. Donor, a non-profit organization, recently secured a grant for the expressed purpose of purchasing a vehicle for use by the Oxnard Police Department's K-9 Unit.

The Donor's purchase of $39,888.08 was used to acquire one (1) Chevrolet Tahoe sport utility vehicle. The Donor has taken delivery of this vehicle, and currently owns the vehicle. Donor intends to provide this vehicle to the Oxnard Police Department, and has requested the City of Oxnard enter into a Memorandum of Agreement (MOA) with the Donor, for the purpose of memorializing their transfer to the Oxnard Police Department's police vehicle fleet.

Under the provisions of the MOA, the vehicle would be transferred to the Oxnard Police Department's possession, and added to the police vehicle fleet. Per the MOA, the City of Oxnard and the Oxnard Police Department would accept the equipment and all responsibilities related to such ownership, and indemnify the Donor. The vehicle shall be specifically assigned to the Police Department's K-9 Unit, and used for deploying K-9 officers. Once the vehicle is determined to no longer be suitable for such service, the ownership of the equipment and responsibility for them shall revert back to the Donor.

The Chevrolet Tahoe is a suitable platform for police patrol functions, and is used by other Ventura County law enforcement agencies, such as the Ventura Police Department and Ventura County Sheriff's Office. The latter agency uses them to field K-9 deputies.

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

This Agreement does not impact nor require contribution from the General Fund.

COMMITTEE OUTCOME

This item did not originate in committee.

Prepared by: Eric Sonstegard, Assistant Police Chief

ATTACHMENTS

1. K-9 Agreement for Gifting Tahoe
2. 200324 K9 Resolution-Gift of Chevy Tahoe.doc

Agreement: 8906-20-PO

MEMORANDUM OF AGREEMENT FOR THE RECEIPT AND USE OF DONATED EQUIPMENT

THIS MEMORANDUM OF AGREEMENT FOR THE RECEIPT AND USE OF DONATED EQUIPMENT (**"Agreement"**) by and between the City of Oxnard, a California municipal corporation (referred to herein as **"City"**) and the Oxnard Community K9 Foundation, a California non-profit corporation (referred to herein as **"Donor"**) is made and entered into as of March 1, 2020. City and Donor are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

RECITALS

A. WHEREAS, Donor has applied for and has received a grant for the purchase of certain Equipment (defined below); and

B. WHEREAS, the Equipment was purchase for the price of $39,888.08; and

C. WHEREAS, Donor has purchased the Equipment and wishes to donate the Equipment to the City for the benefit of, and for the sole use by the Oxnard Police Department K9 Unit (referred to herein as **"OPD K9 Unit"**).

D. WHEREAS, City desires to accept ownership of the Equipment for the benefit of and sole use by the OPD K9 Unit, along with all responsibilities and liabilities related to such ownership, and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Equipment.** Subject to the terms and conditions of this Agreement, Donor transfers all right, title and ownership of the equipment described in the attached **Exhibit A** (referred to herein as **"Equipment"**), which is incorporated herein by this reference, to City. Title to the Equipment will vest in City and promptly upon execution of this Agreement by the Parties, Donor shall take all steps and provide any and all documentation necessary to record the transfer of title in the Equipment from Donor to City.

2. **Use of Equipment.** Donor intends that the Equipment is being donated for the benefit of and for the sole use by the OPD K9 Unit, and no other departments of City or the Oxnard Police Department. City acknowledges and agrees that the Equipment shall only be used by the OPD K9 Unit. City further agrees that upon retirement of the Equipment, or at such time as the Equipment is no longer needed or the Equipment is no longer being utilized by the OPD K9 Unit, ownership of the Equipment shall revert back to Donor, and City shall execute all necessary documents required to transfer ownership of the Equipment back to Donor. City shall comply

with all local, state and federal laws relating to the use, insurance, and maintenance of the Equipment while it is in use by the City.

3. **No Payment.** Donor and City agree that each party's performance of this Agreement constitutes full consideration and that City is not obligated to pay for the Equipment.

4. **"Outfitting" Equipment.** City shall, at its sole cost and expense, be responsible for all work and costs associated with "outfitting" the Equipment with radios, lights, sirens, and the like and all other necessary accessories so the Equipment can be utilized as Oxnard Police Department vehicles by the OPD K9 Unit.

5. **Maintenance.** City, at its sole cost and expense, shall be responsible for all necessary and required maintenance and repair of the Equipment.

6. **Transportation of Equipment.** Donor shall be responsible for transporting the Equipment to the Oxnard Police Department following execution of this Agreement.

7. **No Warranty.** City agrees and acknowledges that the Equipment is sold, conveyed, donated, or otherwise transferred "AS IS" without any warranties of any kind, either express or implied, in fact or in law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Donor shall not be liable for any damages caused by City's receipt and/or use of the Equipment, including but not limited to, special, incidental, exemplary, indirect or consequential damages or for loss of profits, revenues or data, even if Donor has been advised of the possibility of such damages.

8. **Release of Liability.** By executing this Agreement, City expressly waives, exempts, releases and discharges Donor, its directors, officers and employees, to the fullest extent allowed by law, from any and all claims, demands and actions for injury, loss or damage, arising out of or in any way connected to City's receipt and/or use of the Equipment, whether or not caused by any act, omission, negligence, or other fault of Donor, its directors, officers and employees, or by any other cause.

9. **Successors and Assigns.** All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of successors, legal representatives and assigns of Donor and City to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto.

10. **Assignment.** City shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of Donor, which may not be unreasonably withheld. Any attempted act in violation of this Section shall be void and without effect and give Donor the right to immediately terminate this Agreement.

11. **Amendments and Modification.** This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

12. **Governing Law.** This Agreement shall be governed by the laws of the State of California.

13. **Venue.** Any legal action brought under this Agreement shall be instituted in the Superior Court of Ventura County, State of California, in an appropriate court in that county, or in the Federal District Court in the Central District of California.

14. **Attorneys' Fees.** In the event of a dispute between the parties with respect to the terms and conditions of this Agreement, the prevailing party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

15. **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

16. **Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement.

17. **Authority to Enter Agreement.** Each of the persons executing this Agreement on behalf of a party hereto warrants that: (i) such party is duly organized and existing; (ii) the signer is duly authorized to execute and deliver the Agreement on behalf of said party; (iii) by so

executing this Agreement, such party is formally bound; and (iv) there is no litigation or legal proceeding that would prevent said party from entering into this Agreement.

18. **Effective Date.** This Agreement shall take effect on the date first written above, or immediately upon execution by all parties and any necessary approval by the City Council.

19. **Entire Agreement.** This Agreement and the exhibits referenced or attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any person other than the parties hereto any rights and remedies hereunder.

ALL SIGNATURES ON THE NEXT PAGE

MEMORANDUM OF AGREEMENT FOR USE OF DONATED EQUIPMENT

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM

FLR

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

Scott Whitney, Police Chief

OXNARD COMMUNITY K9 FOUNDATION

Daniel Casson, President

EXHIBIT A

DESCRIPTION OF DONATED EQUIPMENT

One (1) Chevrolet Tahoe vehicles, with the following Vehicle Identification Numbers:

- 1GNLCDEC3LR169225

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACCEPTING A DONATION OF ONE (1) CHEVROLET TAHOE AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT RELATING TO THE CITY'S USE OF THE SAME

WHEREAS, the Oxnard Community K9 Foundation ("Foundation") has applied for and was awarded a grant for the purchase of one (1) Chevrolet Tahoe vehicle in the amount of $39,888.08; and

WHEREAS, the Foundation wishes to donate the vehicle to the City of Oxnard for the benefit of, and for the sole use by the Oxnard Police Department K9 Unit; and

WHEREAS, the City of Oxnard desires to accept ownership of the vehicle and all responsibilities and liabilities related to such ownership.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to accept the vehicle from the Foundation valued at $39,888.08 and authorizes the Mayor to execute a Memorandum of Agreement with the Foundation relating to the City's use of the vehicle.

PASSED AND ADOPTED THIS _____ day of April 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

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. L.1

DATE: April 7, 2020

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Rio Urbana Development Project: Request For Re-Approval Of Planning and Zoning Permit (PZ) No. 17-610-01 (Annexation) to Include Local Agency Formation Commission (LAFCo) Requested Language. The Project Consists of a 15,000 SF Office Building and 167 For Sale Residential Units Over Nine Individual Buildings. Filed By Rio School District, 2500 East Vineyard Avenue, Oxnard, California and The Pacific Companies, 430 East State Street #100, Eagle, Idaho. (10/15/10)

RECOMMENDATION

That the City Council adopt a resolution amending Resolution No. 15,299 to include LAFCo requested language and instruct staff to submit an application to the Ventura County LAFCo for a reorganization that includes Annexation of the parcel located at 2714 East Vineyard Avenue (APN 145-0-232-010) and the adjoining Rio School Lane Right of Way (ROW), subject to approval of Tax Sharing Agreement and certain findings and conditions.

BACKGROUND

The City Council held a public hearing on February 4, 2019, and adopted Resolutions Nos. 15,299 and 15,300 and Ordinance No. 2975 collectively approving the requested Annexation and related entitlements for the Rio Urbana Development Project, subject to LAFCo approval and executing a Tax Sharing Agreement with Ventura County. The City Council actions are not severable and not effective until the Annexation is finalized by LAFCo.

On February 25, 2020, the LAFCo Executive Director notified City staff that City Council Resolution 15,299 did not include certain LAFCo-specific actions and findings and requested the City to adopt a revised "Reorganization with Annexation" resolution prior to submitting an application to LAFCo.

DISCUSSION

The present requested action is to adopt a revised "Reorganization with Annexation" resolution that effectively maintains the intent of the City Council's previous Annexation action and adds LAFCo-specific content and findings. This action does not negate or modify the previous Project approval actions nor lead to physical changes to the Project or the environment.

Attachment 1 includes the proposed revised resolution directing staff to proceed with a "Reorganization with Annexation" application to LAFCo that includes specific language required by LAFCo as specified in Government Code Section 56654(d). Generally speaking the revisions consist of the following items:

1. Stating the proposal is made pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000);
2. Stating that the reorganization includes annexations to the city and Calleguas Municipal Water District and

detachments from the Ventura County Resource Conservation District, the Ventura County Fire Protection District, and County Service Area No. 32;
3. Stating that the reorganization is consistent with the Oxnard and Calleguas Municipal Water District Sphere of Influence, respectively; obligating the annexed property to City indebtedness, taxes, fees, and charges;
4. Stating the Annexation is consistent with the Guidelines for Orderly Development;
5. Includes proposed terms and conditions;
6. Affirming that the reorganization will not result in new significant environmental impacts as documented in MND 2017-04; and
7. Revising the reorganization Map, Exhibit "A" to Attachment "A", to a LAFCo format.

Next Steps

If approved by the City Council, staff will submit a Reorganization with Annexation application to LAFCo. In addition, the Rio School District will initiate abandonment of the Rio School Lane right-of-way under a separate request to Ventura County with the intent to complete the abandonment process prior to completion of the LAFCo Annexation process.

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:

Economic Development - 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.

FINANCIAL IMPACT

The Project will be required to pay impact fees for wastewater, water system, water service and meter, storm drain, traffic (City and County), growth capital, Quimby (park), public art, and General Plan maintenance connection and/or impact fees. A non-binding impact fee estimate, based upon current fees, was attached within the October 3, 2019 Planning Commission staff report (Attachment F). The Applicant will reimburse the City for all LAFCo application fees and consultant costs. When completed, the Project's 167 condominium apartments and a 15,000 gsf office building will generate property taxes to the City.

COMMITTEE OUTCOME

This is a Public Hearing and was heard by the Planning Commission, therefore this item did not originate in Committee.

Prepared by: Scott Kolwitz, Planning Manager, Chris Williamson, Contract Planner

ATTACHMENTS

1. LAFCo Resolution for Rio Urbana Project
2. Rio Urbana Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING RESOLUTION NO. 15,299 REGARDING THE PROPOSED RIO URBANA PROJECT LOCATED AT 2714 EAST VINEYARD AVENUE AND THE ADJACENT THE RIO SCHOOL LANE RIGHT OF WAY. FILED BY THE CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, on February 4, 2020, the City Council adopted Resolution 15,299, which (among other things) changed the General Plan designation for the 10.24 acre parcel located at 2714 East Vineyard Avenue and adjoining right-of-way, and authorized the initiation of annexation proceedings for these properties;

WHEREAS, on February 25, 2020, the Ventura County Local Agency Formation Commission (LAFCo) notified the City that Resolution 15,299 did not include certain LAFCo-specific actions and findings and requested the City to adopt a revised resolution prior to submitting an application to LAFCo for the annexation; and

WHEREAS, the present action to amend Resolution 15,299 does not negate or modify the previous Project approval actions within Resolution No, 15,299, Resolution No. 15,300, and Ordinance No. 2975 nor lead to physical changes to the Project or the environment; and

WHEREAS, the administrative record for the Project is herein transmitted to LAFCo and incorporated by reference; and

WHEREAS, LAFCo approval of the proposed Reorganization with annexation will fully entitle development of the Project in a manner consistent with applicable City of Oxnard General Plan goals and policies, zoning, development conditions and standards as documented in the administrative record and without a significant environmental impact as documented in the aforementioned Project Mitigated Negative Declaration.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Section 5 is added to Resolution 15,299 to read as follows:

"Section 5. The City Council proposes this reorganization and requests that the Ventura County LAFCo take proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with Government Code Section 56000.

Section 2. Section 6 is added to Resolution 15,299 to read as follows:

"Section 6. This proposal is a reorganization and consists of the following, but is not limited to these actions in the event LAFCo determines additional reorganizations are required, changes of organization as follows:

a. Reorganization with annexation to the City of Oxnard

b. Reorganization with annexation to Calleguas Municipal Water District

c. Detachment from the Ventura County Resource Conservation District

d. Detachment from the Ventura County Fire Protection District

e. Detachment from Ventura County Service Areas No. 32."

Section 3. Section 7 is is added to Resolution 15,299 to read as follows:

"Section 7. The proposal is consistent with the spheres of influence of all affected agencies, as listed:

a. Sphere of influence City of Oxnard

b. Sphere of influence Calleguas Municipal Water District."

Section 4. Section 8 is added to Resolution 15,299 to read as follows:

"Section 8. The City Council finds that the property is located within the City's Sphere of Influence and that the proposal would be a logical and proper expansion of the City boundaries."

Section 5. Section 9 is added to Resolution 15,299 to read as follows:

"Section 9. Exhibit C, which is attached hereto and incorporated herein by this reference, is the map the affected territory."

Section 6. Section 10 is added to Resolution 15,299 to read as follows:

"Section 10. The City Council proposes that the reorganization of the territory described in Exhibit C be subject to the following terms and conditions:

a. The territory shall be liable for any existing indebtedness of the City.

b. The territory shall be liable for payment of any existing or authorized taxes, assessments, fees and charges comparable to those imposed on the property within the City."

Section 7. Section 11 is added to Resolution 15,299 to read as follows:

"Section 11. The reasons for the proposal are to implement Guidelines for Orderly Development and promote orderly government boundaries."

Section 8. Section 12 is added to Resolution 15,299 to read as follows:

"Section 12. The City Council hereby directs and authorizes the City Manager, or designee, to file the application with LAFCo for the reorganization described herein on behalf of the City Council with the Executive Officer of LAFCo pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (§ 56000 et seq. of the California Government Code)."

Section 9. Section 13 is added to Resolution 15,299 to read as follows:

"Section 13. The City Council hereby directs and authorizes the City Clerk to forward a certified copy of the Resolution 15,299, as amended, with applicable fees and other information as required by Section 5683 of the Government Code to the Executive Officer of LAFCo."

Section 10. Section 14 is added to Resolution 15,299 to read as follows:

> "Section 14. The City Council consents to LAFCo's waiver of further conducting authority, proceedings, if provided for pursuant to Government Code Section 56663."

Section 11. For the above stated reasons, and the reasons set forth in the staff report, the City Council finds that the proposed Reorganization with annexation will not result in any new significant environmental impacts that were not addressed in the aforementioned MND 2017-04.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Oxnard on this 7th day of April, 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

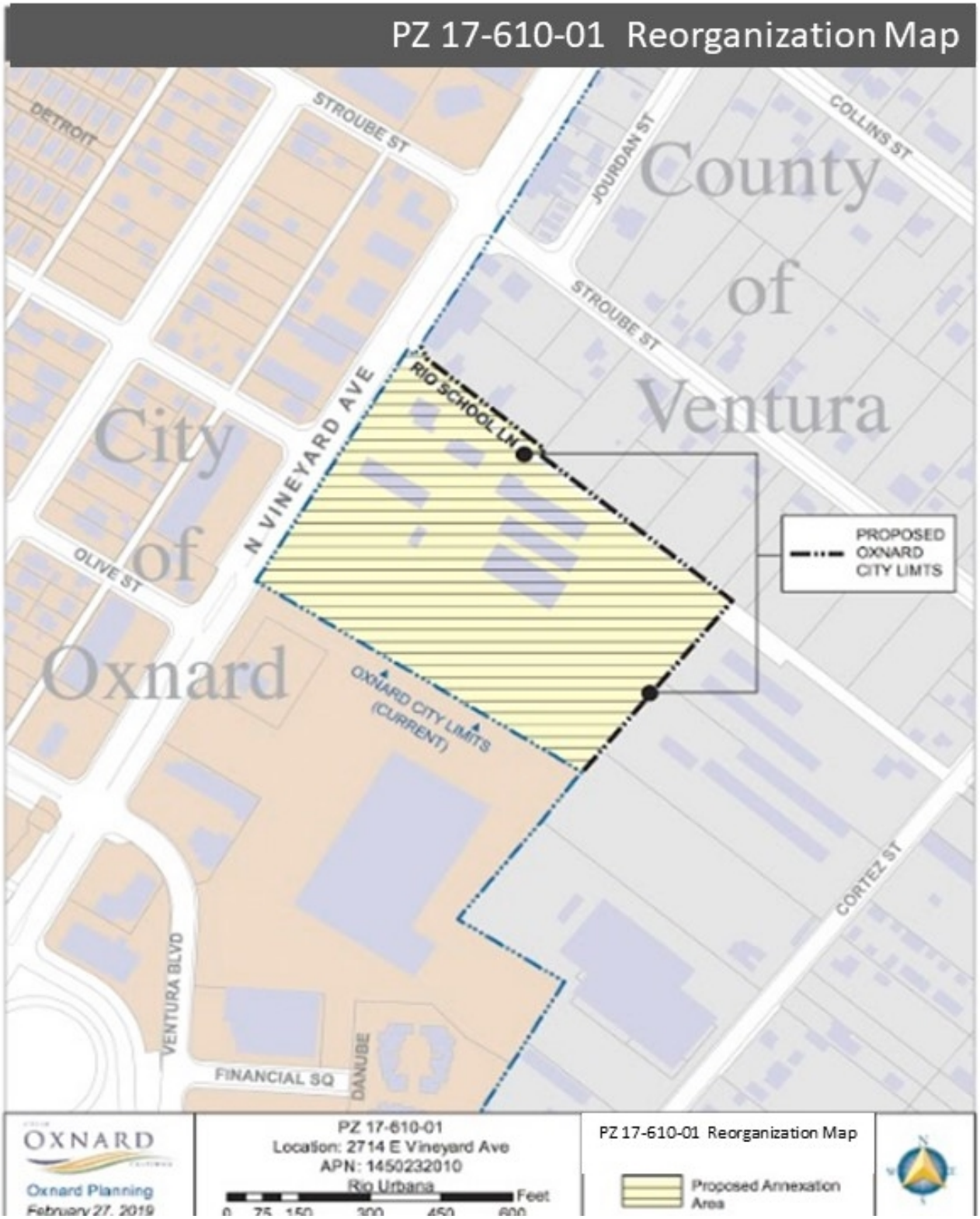
_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

Attachment:
C. PZ 17-610-01 Annexation Reorganization Map

EXHIBIT C


PZ 17-610-01 Reorganization Map
DETROIT
STROUBE ST
JOURDAN ST
COLLINS ST
STROUBE ST
County of Ventura
City of Oxnard
N VINEYARD AVE
RIO SCHOOL LN
OLIVE ST
PROPOSED OXNARD CITY LIMTS
OXNARD CITY LIMITS (CURRENT)
CORTEZ ST
VENTURA BLVD
FINANCIAL SQ
DANUBE
OXNARD
Oxnard Planning
February 27, 2019
PZ 17-610-01
Location: 2714 E Vineyard Ave
APN: 1450232010
Rio Urbana
0 75 150 300 450 600 Feet
PZ 17-610-01 Reorganization Map
Proposed Annexation Area

Rio Urbana Development Project: Request for Re-Approval of Resolution Resolution No. 15,299 Amending Approval for an Annexation (PZ No. 17-610-01) to Include Local Agency Formation Commission (LAFCo) Requested Language

Jeffrey Lambert, Community Development Director
Scott Kolwitz, Planning Manager
Chris Williamson, Contract Planner
Community Development Department

City Council Meeting
April 7, 2020

CITY OF OXNARD CALIFORNIA

Project Request and Description

- **February 4, 2019:** City Council adopted Resolutions Nos. 15,299 and 15,300 and Ordinance No. 2975 approving the requested Annexation and related entitlements for the Rio Urbana Development Project, subject to LAFCo approval and executing a Tax Sharing Agreement with Ventura County.
  - City Council actions are not severable and not effective until the Annexation is finalized by LAFCo.
- **February 25, 2020:** LAFCo Executive Director notified City staff that City Council Resolution 15,299 did not include certain LAFCo-specific actions and findings and requested the City to adopt a revised “Reorganization with Annexation” resolution prior to submitting an application to LAFCo.

2

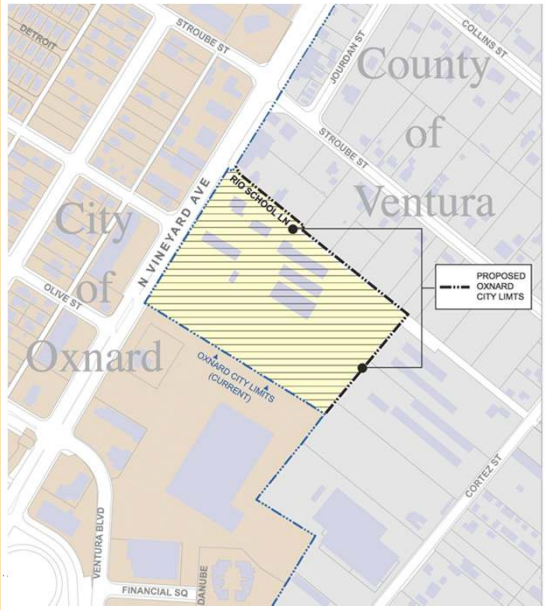
Project Request and Description

The revisions consist of the following items:

1. Proposal is made pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000);
2. Reorganization includes annexations to the city and Calleguas Municipal Water District and detachments from the Ventura County Resource Conservation District, the Ventura County Fire Protection District, and County Service Area No. 32;
3. Reorganization is consistent with the Oxnard and Calleguas Municipal Water District Sphere of Influence, respectively; obligating the annexed property to City indebtedness, taxes, fees, and charges;
4. The Annexation is consistent with the Guidelines for Orderly Development;
5. Includes proposed terms and conditions;
6. Affirming that the reorganization will not result in new significant environmental impacts as documented in MND 2017-04; and
7. Revising the reorganization Map, Exhibit "A" to Attachment "A", to a LAFCo format.

3

Re-Organization with Annexation



- "Re-organize" City limits to include the project site including Rio School Lane.
- Detachment from several Ventura County service districts.
- Annexation to the Calleguas Municipal Water District.
- Annexation to the Metropolitan Water District of Southern California.

4

Recommendation

That the City Council:

1. Conduct a public hearing; and
2. Adopt a resolution amending Resolution 15,299 to include LAFCo requests and instruct Staff to submit an application to the Ventura County LAFCo for a reorganization that includes Annexation of the parcel located at 2714 East Vineyard Avenue (APN 145-0-232-010) and the adjoining Rio School Lane Right of Way (ROW), subject to approval of Tax Sharing Agreement and certain findings and conditions.

5

CITY OF OXNARD CALIFORNIA

Discussion

6

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. L.2

DATE: April 7, 2020

TO: Housing Authority

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

SUBJECT: Five-Year Public Housing Agency (PHA) Plan, Annual Agency Plan and Capital Fund Program (CFP) Five-Year Action Plan for Low Rent Public Housing. (10/15/5)

RECOMMENDATION

That the Board of Commissioners of the Housing Authority of the City of Oxnard (OHA):
1. Hold a public hearing to receive comments concerning the 2020 Annual Agency Plan, the 5-Year PHA Plan, the 2020 CFP Budget, and the CFP Five-Year Action Plan; and
2. Adopt a resolution:
   a. Approving the 2020 Annual Agency Plan, 5-Year PHA Plan for the Housing Authority;
   b. Authorizing and directing the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures;
   c. Authorizing the Housing Director to execute and submit all reports, documents and all other certifications required to comply with HUD's policies and procedures regarding the Annual Agency Plan and the 5-Year PHA Plan;
   d. Approving the 2020 CFP Budget and CFP Five-Year Action Plan; and
   e. Authorizing the Housing Director to accept and expend the funds as indicated in the 2020 CFP Budget and CFP Five-Year Action Plan.

BACKGROUND

The Quality Housing and Work Responsibility Act of 1998 (the Act) requires Oxnard Housing Authority (OHA) to submit a 5-Year Public Housing Agency (PHA) Plan and an Annual Agency Plan. The purpose of the 5-Year and Annual Agency Plan, along with the program policies for the Public Housing Program (Admissions and Continued Occupancy Policy) and the Housing Choice Voucher Program/Section 8 Program (Administrative Plan) is to provide a framework for local accountability, along with an easily-identifiable source document where public housing residents, participants in the Section 8 Program, and members of the public may locate basic information regarding a Housing Authority's policies, rules and regulations and services provided by the agency.

The proposed 5-Year PHA Plan covers fiscal years 2020-2025 and the Annual Agency Plan covers fiscal year 2020. Updates must be submitted to HUD at least seventy-five days prior to the beginning of each fiscal year, and must include certifications that the OHA Plan is consistent with the City's Consolidated Plan and in accordance with HUD requirements.

DISCUSSION

The 5-Year PHA Plan and Annual Agency Plan identify OHA's goals and objectives that will enable the agency to serve the needs of low-income, very low-income, and extremely low-income families for the next five years. There are four

goals included in the plan:
1) Advance Economic Opportunities
2) Reduce Homelessness
3) Enhance Rental Assistance
4) Streamline Operations

The opportunity for suggestions and/or recommendations from the public was made available for public comments February 18, 2020 for forty-five days. No written comments were received.

The plan was submitted to the Resident Advisory Board (RAB) consisting of Tenant Commissioners, public housing residents, and Section 8 Program participants. The RAB provides comments and feedback to the agency. The Board conducted public meetings on November 14, 2019 and February 27, 2020. OHA staff made presentations to the RAB at those meetings and responded to inquiries from RAB members and others.

In addition to any proposed changes, the last component of the Annual Agency Plan and the 5-Year PHA Plan has to do with the adoption of an annual Capital Fund Program (CFP) budget as well as a CFP 5-Year Action Plan. The primary purpose of the CFP is to preserve and maintain the integrity of the OHA's public housing stock and to fund necessary improvements. For the coming fiscal year, the OHA is presenting a budget of $2,170,000 for the CFP activities, which is the amount requested by the OHA to HUD. The final funding amount is yet to be determined and is based upon congressional appropriation. The proposed annual CFP budget and Five-Year Action plan are set forth in Attachments 1 and 2.

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.

FINANCIAL IMPACT

This item has no impact to the General Fund. The approval of the recommended action will enable the OHA to obtain various HUD funds, including approximately $2,170,000 under the Capital Fund. Adoption of the 5-Year PHA Plan and the Annual Agency Plan is required for the OHA to receive the funds set forth in the CFP Budget and CFP Five-Year Action Plan.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Brenda Lopez, Housing Programs Manager

ATTACHMENTS

1. Attachment 1 Proposed CFP Budget for 2020 (1)
2. Attachment 2 Proposed CFP Five Year Action Plan (1)
3. Attachment 3 Resolution Approving Annual Agency Plan and 5 Year PHA Plan
4. Attachment 4 Required HUD Certifications
5. 2020 Five Year & Annual Agency Presentation

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 6/30/2017

Part I: Summary

PHA Name:	**Grant Type and Number**	**FFY of Grant:**
Oxnard Housing Authority	Capital Fund Program Grant No: **CA16-P031-501-20** Replacement Housing Factor Grant No: Date of CFFP: 4/25/2019	**2020** **FFY of Grant Approval:**

Type of Grant:
[X] Original annual Statement **[ ] Reserve for Disasters/Emergencies** **[ ] Revised Annual Statement (Revision no:)**
[ ] Performance and Evaluation Report for Period Ending: **[ ] Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 25% of line 23) [3]	$ 434,000.00			
3	1408 Management Improvements (Not to exceed 10% of line 23)	$ 12,000.00			
4	1410 Administration (may not exceed 10% of line 23)	$ 172,210.00			
5	1415 Liquidated Damages				
6	1480 Fees and Costs/ (A& E fees)	$ 20,000.00			
7	1480 Advertising	$ 5,000.00			
8	1480 Planning Salaries/ Benefits	$ 40,000.00			
9	1480 Audit				
10	1440 Site Acquisition				
11	1480 Site Improvement				
12	1480 Dwelling Structures	$ 1,015,000.00			
13	1480 Dwelling Equipment - Nonexpendable				
14	1480 Nondwelling Structures				
15	1480 Nondwelling Equipment (Computer Hardware)	$ 20,000.00			
16	1480 Construction Vehicle				
17	1480 Demolition				
18	1480 Moving to Work Demonstration				
19	1480 Relocation Costs				
20	1480 Development Activities 4				
21	9001 Collateralization or Debt Service paid by PHA	$ 440,790.00			
22	1480 Contingency (may not exceed 8% of line 23)	$ 11,000.00			
23	Amount of Annual Grant: (sum of lines 1 - 22)	**$ 2,170,000.00**			

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 06/30/2017

Part I: Summary

PHA Name:	**Grant Type and Number**	**FFY of Grant:**
Oxnard Housing Authority	Capital Fund Program Grant No: **CA16-P031-501-20**	**2020**
	Replacement Housing Factor Grant No:	**FFY of Grant Approval:**
	Date of CFFP: 12/5/2018	

Type of Grant:
[X] Original annual Statement **[ ] Reserve for Disasters/Emergencies** **[ ] Revised Annual Statement (Revision no:)**
[ ] Performance and Evaluation Report for Period Ending: **[ ] Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
24	Amount of line 23 Related to LBP Activities				
25	Amount of line 23 Related to Section 504 compliance				
26	Amount of line 23 Related to Security - Soft Costs				
27	Amount of line 23 Related to Security - Hard Costs				
28	Amount of line 23 Related to Energy Conservation Measures				

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 06/30/2017

Part II: Supporting Pages

PHA Name:	**Grant Type and Number**	**Federal FFY of Grant:**
Oxnard Housing Authority	Capital Fund Program Grant No: **CA16-P031-501-20** CFFP (Yes/No): Replacement Housing Factor Grant No:	**2020**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated [2]	Funds Expended [2]	
CAL 31-0	Operations	1406		$ 430,000.00				
PHA WIDE								
	Professional Development/							
	Professional Development /Training	1408		$ 5,500.00				
	Consultants/							
	Consultants	1408		$ 6,000.00				
	Disaster Preparedness	1408		$ 500.00				
	Needs Assessment	1408		$ -				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 06/30/2017

Part II: Supporting Pages

PHA Name:	**Grant Type and Number**	**Federal FFY of Grant:**
Oxnard Housing Authority	Capital Fund Program Grant No: **CA16-P031-501-20** CFFP (Yes/ No): Replacement Housing Factor Grant No:	**2020**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated [2]	Funds Expended [2]	
CAL 31-0								
PHA WIDE								
	Administration	1410		$ 172,210.00				
	Fees & Costs	1480		$ 20,000.00				
	Advertising	1480		$ 5,000.00				
	Planning Salaries/Benefits	1480		$ 40,000.00				
	Computer Hardware	1480		$ 20,000.00				
	Bond Payment	9001		$ 440,790.00				
	Contingency	1480		$ 15,000.00				
	Total 31-0:			**$ 1,155,000.00**				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 06/30/2017

Part II: Supporting Pages

PHA Name:	**Grant Type and Number**	**Federal FFY of Grant:**
Oxnard Housing Authority	Capital Fund Program Grant No: **CA16-P031-501-20** CFFP (Yes/ No): Replacement Housing Factor Grant No:	**2020**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated [2]	Funds Expended [2]	
OHA Wide								
CAL 31-2	Roofing (C)			$ 250,000.00				
Felicia Ct.	Exterior Doors (C)			$ 220,000.00				
	Total 31-2:			**$ 470,000.00**				
CAL 31-3								
Colonia Road								
	Total 31-3:			**$ -**				
CAL 31-4								
Pleasant Valley								
	Total 31-4:			**$ -**				
CAL 31-5	Kitchen Cabinets			$ 175,000.00				
Plaza Vista								
	Total 31-5:			**$ 175,000.00**				
CAL31-7	Kitchen Cabinets			$ 350,000.00				
Scattered Sites	Building Improvements			$ 10,000.00				
	Total 31-7:			**$ 360,000.00**				
CAL 31-8	Boilers			$ 10,000.00				
Palm Vista								
	Total 31-8:			**$ 10,000.00**				
	CA16-P031-501-20 Total:			**$ 2,170,000.00**				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 06/30/2017

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name:	**Grant Type and Number**	**Federal FFY of Grant:**
Oxnard Housing Authority	Capital Fund Program Grant No: **CA16-P031-501-20** CFFP (Yes/ No): Replacement Housing Factor Grant No:	**2020**

Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reason for Revised target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
CAL 31-0	4/16/2022		4/16/2024		
PHA-Wide					
CAL 31-1	4/16/2022		4/16/2024		
The Courts					
CAL 31-2	4/16/2022		4/16/2024		
Felicia Court					
CAL 31-3	4/16/2022		4/16/2024		
Colonia Road					
CAL 31-4	4/16/2022		4/16/2024		
Pleasant Valley					
CAL 31-5	4/16/2022		4/16/2024		
Plaza Vista					
CAL 31-7	4/16/2022		4/16/2024		
Scattered Sites					
CAL 31-8	4/16/2022		4/16/2024		
Palm Vista					

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Capital Fund Program Five-Year Action Plan
Part I: Summary

PHA Name: **Oxnard Housing Authority**				[X] Original 5-Year Plan [ ] Revision no:	
Development Number/Name/HA-Wide	Year 1 2020	Work Statement for Year 2 FFY Grant: 2021 PHA FY: 2022	Work Statement for Year 3 FFY Grant: 2022 PHA FY: 2023	Work Statement for Year 4 FFY Grant: 2023 PHA FY: 2024	Work Statement for Year 5 FFY Grant: 2024 PHA FY: 2025
	Annual Statement				
CAL 31-0 OHA-Wide		$ 959,272.50	$ 939,380.00	$ 938,180.00	$ 517,000.00
OHA Wide Security System		$ -	$ 15,000.00	$ 50,000.00	$ -
CAL 31-1 The Courts					
CAL 31-2 Felicia Court		$ -	$ 385,000.00	$ -	$ 100,000.00
CAL 31-3 Colonia Road			$ -		$ -
CAL 31-4 Pleasant Valley		$ -	$ 105,000.00	$ 500,000.00	$ 400,000.00
CAL 31-5 Plaza Vista		$ 55,000.00	$ -	$ -	$ 20,000.00
CAL 31-7 Scattered Sites		$ 50,000.00		$ -	$ -
CAL 31-8 Palm Vista		$ 460,000.00	$ 1,000.00	$ 50,000.00	$ 20,000.00
CFP Funds Listed for 5-year Planning		**$ 1,524,272.50**	**$ 1,445,380.00**	**$ 1,538,180.00**	**$ 1,057,000.00**
Replacement Housing Factor Funds					

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages - Work Activities

Activities for Year 1 2020	Activities for Year: 2 FFY Grant: 2021 PHA FY: 2022			Activities for Year: 3 FFY Grant: 2022 PHA FY: 2023		
	Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
See	PHA-Wide	Operations	$ 280,000.00	PHA-Wide	Operations	$ 280,000.00
Annual	Cal 31-0			Cal 31-0		
Statement						
		Management Improvement	$ 12,000.00		Management Improvement	$ 12,000.00
		Administration	$ 105,000.00		Administration	$ 105,000.00
		A&E Fees	$ 20,000.00		A&E Fees	$ 20,000.00
		Advertising	$ 5,000.00		Advertising	$ 5,000.00
		Planning Salaries/ Benefits	$ 40,000.00		Planning Salaries/ Benefits	$ 40,000.00
		Computer Hardware	$ 20,000.00		Computer Hardware	$ 20,000.00
		Audit	$ 20,000.00			
		Debt. Service	$ 442,272.50		Debt. Service	$ 442,380.00
		Contingency	$ 15,000.00		Contingency	$ 15,000.00
	Cal 31-0 Subtotal:		**$ 959,272.50**	Cal 31-0 Subtotal:		**$ 939,380.00**
Total CFP Estimated Cost						

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages - Work Activities

Activities for Year 1 2020	Activities for Year: 2 FFY Grant: 2021 PHA FY: 2022			Activities for Year: 3 FFY Grant: 2022 PHA FY: 2023		
	Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
	OHA Wide			OHA Wide	Security System	**$ 15,000.00**
See	**Felicia Court**			**Felicia Court**		
Annual	CAL 31-2			CAL 31-2	Trash Enclosure	$ 30,000.00
Statement					Fences	$ 100,000.00
	CAL 31-2 Subtotal:		**$ -**		Trash Enclosure Covers	$ 5,000.00
	Colonia Village				Windows	$ 250,000.00
	CAL 31-3					
	CAL 31-3 Subtotal		**$ -**	**CAL 31-2 Subtotal:**		**$ 385,000.00**
	Pleasant Valley			**Colonia Village**		
	CAL 31-4			CAL 31-3		
				CAL 31-3 Subtotal		**$ -**
	CAL 31-4 Subtotal		**$ -**	**Pleasant Valley**		
				CAL 31-4	Trash Enclosure	$ 30,000.00
	Plaza Vista				Community Ctr. Re-Roofing	$ 25,000.00
	CAL 31-5	Parking Area Concrete	$ 55,000.00		Rehab Recreation Room	$ 50,000.00
	CAL 31-5 Subtotal:		**$ 55,000.00**	**CAL 31-4 Subtotal:**		**$ 105,000.00**
				Plaza Vista		
	Scattered Sites			CAL 31-5		
	CAL 31-7	Additional Parking	$ 50,000.00			
				CAL 31-5 Subtotal:		**$ -**
				Scattered Sites		
	CAL 31-7 Subtotal:		**$ 50,000.00**	CAL 31-7		
	Palm Vista			**CAL 31-7 Subtotal:**		**$ -**
	CAL 31-8	Drain Lines	$ 300,000.00	**Palm Vista**	Trash Enclosure Covers	$ 1,000.00
		Parking Area Concrete	$ 160,000.00	CAL 31-8		
				CAL 31-8		
	CAL 31-8 Subtotal:		**$ 460,000.00**			
				CAL 31-8 Subtotal:		**$ 1,000.00**
Total CFP Estimated Cost			**$ 1,524,272.50**			**$ 1,445,380.00**

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages --- Work activities

Activities for Year: 4 FFY Grant: 2023 PHA FY: 2024			Activities for Year: 5 FFY Grant: 2024 PHA FY: 2025		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
PHA-Wide	Operations	$ 280,000.00	PHA-Wide	Operations	$ 280,000.00
Cal 31-0			Cal 31-0		
	Management Improvement	$ 12,000.00		Management Improvement	$ 12,000.00
	Administration	$ 105,000.00		Administration	$ 105,000.00
	A&E Fees	$ 20,000.00		A&E Fees	$ 20,000.00
	Advertising	$ 5,000.00		Advertising	$ 5,000.00
	Planning Salaries/ Benefits	$ 40,000.00		Planning Salaries/ Benefits	$ 40,000.00
	Computer Hardware	$ 20,000.00		Computer Hardware	$ 20,000.00
	Debt. Service	$ 441,180.00		GPNA	$ 20,000.00
	Contingency	$ 15,000.00		Contingency	$ 15,000.00
Cal 31-0 Subtotal:		**$ 938,180.00**	Cal 31-0 Subtotal:		**$ 517,000.00**
Total CFP Estimated Cost					

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages --- Work activities

Activities for Year: 4 FFY Grant: 2023 PHA FY: 2024			Activities for Year: 5 FFY Grant: 2024 PHA FY: 2025		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
OHA Wide	Pre-Reac Improvement	**$ 50,000.00**	OHA Wide		**$ -**
Felicia Court			**Felicia Court**		
CAL 31-2			CAL 31-2	Landscaping	$ 100,000.00
			CAL 31-2 Subtotal:		**$ 100,000.00**
CAL 31-2 Subtotal:		**$ -**	**Colonia Village**		
Colonia Village			CAL 31-3		
CAL 31-3					
CAL 31-3 Subtotal		**$ -**	**CAL 31-3 Subtotal**		**$ -**
Pleasant Valley			**Pleasant Valley**		
CAL 31-4	Windows	$ 400,000.00	CAL 31-4	Flooring	$ 400,000.00
	Admin. Roofing	$ 100,000.00			
CAL 31-4 Subtotal:		**$ 500,000.00**	**CAL 31-4 Subtotal:**		**$ 400,000.00**
Plaza Vista			**Plaza Vista**		
CAL 31-5			CAL 31-5	Roof Exhaust Fans	$ 10,000.00
				Plumbing	$ 10,000.00
CAL 31-5 Subtotal:		**$ -**	**CAL 31-5 Subtotal:**		**$ 20,000.00**
Scattered Sites					
CAL 31-7			**Scattered Sites**		
CAL 31-7 Subtotal:		**$ -**	CAL 31-7		
Palm Vista	Roof-Repiping	$ 50,000.00	**CAL 31-7 Subtotal:**		**$ -**
CAL 31-8					
			Palm Vista		
			CAL 31-8	Roof Exhaust Fans	$ 20,000.00
CAL 31-8 Subtotal:		**$ 50,000.00**	**CAL 31-8 Subtotal:**		**$ 20,000.00**
Total CFP Estimated Cost		**$ 1,538,180.00**			**$ 1,057,000.00**

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION APPROVING THE 5-YEAR PUBLIC HOUSING AGENCY (PHA) PLAN, THE ANNUAL AGENCY PLAN, THE 2020 CAPITAL FUND PROGRAM (CFP) BUDGET, THE CFP FIVE-YEAR ACTION PLAN AND AUTHORIZING THE HOUSING DIRECTOR TO EXECUTE AND SUBMIT THE PLANS AND CAPITAL FUNDS STATEMENT

WHEREAS, the Housing Authority of the City of Oxnard (OHA) is required by the U.S. Department of Housing and Urban Development (HUD) to develop and adopt a 5-Year PHA Plan and Annual Agency Plan for HUD's review and approval in order to be eligible to receive HUD funding utilized for the OHA's operation; and

WHEREAS, The OHA adopted a 5-Year Agency Plan in 2020; and

WHEREAS, on April 7, 2020, the OHA conducted a public hearing on the proposed 5-Year PHA Plan, the Annual Agency Plan, the 2020 CFP Budget and the CFP Five-Year Action Plan.

WHEREAS, the OHA wishes to adopt its Annual Agency Plan, the 5-Year PHA Plan for Fiscal Years 2020-2025, the CFP Five-Year Action Plan, and the 2020 CFP Budget.

NOW THEREFORE, the Board of Commissioners of the Housing Authority of the City of Oxnard resolves as follows:

1. The Board hereby approves the Annual Agency Plan, 5-Year PHA Plan for Fiscal Years 2020-2025, the CFP Five-Year Action Plan, and the 2020 CFP Budget, as presented to the Board on April 7, 2020; and

2. The Board authorizes and directs the chairman to execute the HUD Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures; and

3. The Board authorizes the Housing Director to execute and submit all reports and documents required to comply with HUD's policies and procedures regarding the Agency Plan; and

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4. The Board authorizes the Housing Director to accept and extend the funds as indicated in the 2020 CFP Budget and the CFP Five-Year Action Plan.

APPROVED AND ADOPTED THIS _____ DAY OF_____ 2020 BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

_____
Tim Flynn, Chairman

Attest:

_____
Michelle Ascencion, Secretary-Designate

Approved as to form:

_____
Stephen M. Fischer, General Counsel

Streamlined Annual PHA Plan *(High Performer PHAs)*	**U.S. Department of Housing and Urban Development** **Office of Public and Indian Housing**	**OMB No. 2577-0226** **Expires: 02/29/2016**

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-HP is to be completed annually by **High Performing PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, HCV-Only PHA, Small PHA, or Qualified PHA do not need to submit this form.

Definitions.

(1) ***High-Performer PHA*** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments.

(2) ***Small PHA*** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.

(3) ***Housing Choice Voucher (HCV) Only PHA*** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.

(4) ***Standard PHA*** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.

(5) ***Troubled PHA*** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.

(6) ***Qualified PHA*** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A. PHA Information.

A.1

PHA Name: **Oxnard Housing Authority** **PHA Code**: **CA031**
PHA Type: ☐ Small ☒ High Performer
PHA Plan for Fiscal Year Beginning: (MM/YYYY): **07/2020**
PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)
Number of Public Housing (PH) Units **520** **Number of Housing Choice Vouchers (HCVs)** **1,825**
Total Combined **2,345**
PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission

Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

☐ **PHA Consortia**: (Check box if submitting a Joint PHA Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV
Lead PHA:					

B.	Annual Plan Elements
B.1	**Revision of PHA Plan Elements.** (a) Have the following PHA Plan elements been revised by the PHA since its last **Annual PHA Plan** submission? Y N ☐ ☒ Statement of Housing Needs and Strategy for Addressing Housing Needs. ☐ ☒ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☒ Financial Resources. ☐ ☒ Rent Determination. ☐ ☒ Homeownership Programs. ☐ ☒ Safety and Crime Prevention. ☐ ☒ Pet Policy. ☐ ☒ Substantial Deviation. ☐ ☒ Significant Amendment/Modification (b) The PHA must submit its Deconcentration Policy for Field Office Review. (c) If the PHA answered yes for any element, describe the revisions for each element below:
B.2	**New Activities.** (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N ☐ ☒ Hope VI or Choice Neighborhoods. ☐ ☒ Mixed Finance Modernization or Development. ☐ ☒ Demolition and/or Disposition. ☐ ☒ Conversion of Public Housing to Tenant Based Assistance. ☐ ☒ Conversion of Public Housing to Project-Based Assistance under RAD. ☐ ☒ Project Based Vouchers. ☐ ☒ Units with Approved Vacancies for Modernization. ☐ ☒ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). (b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.
B.3	**Progress Report.** Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan. **SEE ATTACHED PROGRESS REPORT**

B.4.	**Most Recent Fiscal Year Audit**. (a) Were there any findings in the most recent FY Audit? Y N ☐ ☒ (b) If yes, please describe:
	Other Document and/or Certification Requirements.
C.1	**Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan** Form 50077-ST-HCV-HP, *Certification of Compliance with PHA Plans and Related Regulations*, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.2	**Civil Rights Certification.** Form 50077-ST-HCV-HP, *Certification of Compliance with PHA Plans and Related Regulations*, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.3	**Resident Advisory Board (RAB) Comments.** (a) Did the RAB(s) provide comments to the PHA Plan? Y N ☒ ☐ If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
C.4	**Certification by State or Local Officials.** Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.
D	**Statement of Capital Improvements**. Required in all years for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).
D.1	**Capital Improvements.** Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD. **CFP Five-Year Action Plan and CFP Annual Statement Attached**

Certifications of Compliance with PHA Plans and Related Regulations *(Standard, Troubled, HCV-Only, and High Performer PHAs)*	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing **OMB No. 2577-0226** **Expires 02/29/2016**

PHA Certifications of Compliance with the PHA Plan and Related Regulations including Required Civil Rights Certifications

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the **X** 5-Year and/or_**X**_ Annual PHA Plan for the PHA fiscal year beginning **2020**, hereinafter referred to as" the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
   - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
   - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
   - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
   - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act**,** the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Housing Authority of the City of Oxnard
PHA Name

CA031
PHA Number/HA Code

X Annual PHA Plan for Fiscal Year 2020

X 5-Year PHA Plan for Fiscal Years 2020 - 2025

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official	Title
Tim Flynn	Chairman
Signature	Date

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan *(All PHAs)*

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

I, Emilio Ramirez, the Housing Director
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Housing Authority of the City of Oxnard
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of Impediments (AI) to Fair Housing Choice of the

City of Oxnard
Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

The PHA's goals and objectives are aligned with the Consolidated Plan. Specifically, the section can be found on AP-20 of the Annual Action Plan. The PHA is working on increasing affordable rental housing unit inventory, building a homeless shelter, and reducing homelessness.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Emilio Ramirez	Housing Director
Signature	Date

5-Year PHA Plan *(for All PHAs)*	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-5Y is to be completed once every 5 PHA fiscal years by all PHAs.

A. PHA Information.

A.1 **PHA Name**: Oxnard Housing Authority **PHA Code**: CA031

PHA Plan for Fiscal Year Beginning: (MM/YYYY): 07/2020
PHA Plan Submission Type: ☑ 5-Year Plan Submission ☐ Revised 5-Year Plan Submission

Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV
Lead PHA:					

B.	**5-Year Plan.** Required for all PHAs completing this form.
B.1	**Mission.** State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years. To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
B.2	**Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years. See Attachment B.2
B.3	**Progress Report.** Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. See Attachment B.3
B.4	**Violence Against Women Act (VAWA) Goals.** Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. See Attachment B.4
B.5	**Significant Amendment or Modification**. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan. Criteria used to determine a significant amendment or modification 1- any amendment to policies that are discretionary in nature of the various Admissions and Continued Occupancy Policy or Administrative plan components or elements that would materially alert a provision of the plan or have a significant impact on the status of the program participants 2- a substantial deviation from the 5-Year agency plan 3- a significant amendment or modification to both the 5-year agency plan and the annual agency plan
B.6	**Resident Advisory Board (RAB) Comments.** (a) Did the RAB(s) provide comments to the 5-Year PHA Plan? Y ☒ N ☐ (b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. See Attachment B.6
B.7	**Certification by State or Local Officials.** Form HUD 50077-SL *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan* , must be submitted by the PHA as an electronic attachment to the PHA Plan.

Administrative Plan

Electronic copy of Administrative Plan is located on OHA's website:

https://www.oxnard.org/city-department/housing/section-8/admin-plan/

Admissions and Continued Occupancy Plan

Electronic copy of Admissions and Continued Occupancy Plan is located on OHA's website:

https://www.oxnard.org/city-department/housing/public-housing/acop/

Significant Amendments/Enmiendas Significativas

Section 8 Administrative Plan/Admissions and Continued Occupancy Policy:

At this time the Oxnard Housing Authority (OHA) is not proposing significant amendments or modifications of discretionary policies to the Admissions and Continued Occupancy Policy or Administrative plan. The OHA will only make revisions, if necessary, to ensure both plans align with the proposed 5-year and the annual agency plans.

En este momento, la Autoridad de Vivienda de la ciudad de Oxnard (OHA) no está proponiendo modificaciones significativas a las polizas discrecionales al “Admissions and Continued Occupancy Policy” o al “Administrative plan”. OHA sólo hará revisiones, si es necesario, para asegurar que ambos planes se alinean con el plan propuesto de 5 años y el plan anual de la agencia.

Challenged Elements Statement

No elements of the Annual PHA or 5-Year PHA Plan were challenged.

Attachment B.2
PHA Goals and Objectives

HUD Strategic Goal #1: Advance Economic Opportunity

PHA Goal One: Expand the supply of assisted housing.
Objective: Apply for additional tenant based, project based, and special purpose vouchers
Objective: Development of additional rental housing
Objective: Decrease Public Housing Vacancy Rate
Objective: Increase Housing Choice Voucher Budget Utilization
Objective: Create a Housing Navigation team

PHA Goal Two: Expand Family Self-Sufficiency Program
Objective: Increase program participation
Objective: Expand the scope and types of services offered to participants. For example: job training and educational programs that will increase self-sufficiency and income generation
Objective: Build new partnerships with employers and service providers
Objective: Revamp marketing efforts
Objective: Increase progress meetings with program participants

PHA Goal Three: Supportive Services for Residents
Objective: ROSS Services Coordinator to expand coordination of self-sufficiency services to each project site
Objective: Increase collaboration between ROSS and FSS activities
Objective: Leverage capacity with resident advisory board teams to increase participation and outreach

HUD Strategic Goal #2: Reduce Homelessness

PHA Goal One: Increase percentage of admissions to mainstream housing programs
Objective: Apply for mainstream vouchers
Objective: Establish partnerships with local Health and Human Service Agencies
Objective: Collaborate with Ventura County's Continuum of Care to establish a referral system

PHA Goal Two: Set Aside Homeless Voucher Program
Objective: Increase utilization of homeless set aside vouchers
Objective: Establish MOU with Supportive Services Provider
Objective: Develop a plan to move homeless applicants from shelter to permanent housing

PHA Goal Three: VASH Program
Objective: Increase utilization of VASH vouchers.
Objective: Increase collaboration efforts with local VA clinic to identify eligible Veterans

PHA Goal Four: Build a Navigation Center
Objective: Increase street outreach and case management
Objective: Lead the operation of the city owned navigation center
Objective: Establish partnerships with recuperative care, supportive service, and permanent housing providers

HUD Strategic Goal #3: Enhance Rental Assistance

PHA Goal One: Transition public housing to a more sustainable platform

Attachment B.2
PHA Goals and Objectives

Objective: Expand the rehabilitation of existing housing
Objective: Increase value of OHA's real property asset portfolio
Objective: Merge Capital Fund and Maintenance Teams
Objective: Transition Public Housing Units with significant unmet capital needs to RAD or Project Based Projects

HUD Strategic Goal #4: Streamline Operations

PHA Goal One: Reduce administrative burden

Objective: Participate in HUD's Moving to Work Demonstration Cohort program
Objective: Streamline processes and procedures for annual and re-certifications
Objective: Implement consistent forms, letters, and notices for all programs
Objective: Develop strategies to reshape workforce capacity
Objective: Identify and eliminate administrative practices not required by HUD

PHA Goal Two: Improve customer service

Objective: Deliver services more efficiently
Objective: Reduce turnaround time-frames for reasonable accommodation requests
Objective: Move towards on-line web-based applications

Attachment B.3
Progress Report

Progress Report: Mission and Goals described in OHA's 5-Year Plan ending 06/30/2020

HUD Strategic Goal #1: Increase the availability of decent, safe, and affordable housing.

PHA Goal One: Expand the supply of assisted housing.

Objective: Apply for additional rental vouchers as they become available.

Progress: The OHA administers 1,825 Section 8 vouchers which includes 52 VASH vouchers. The OHA partnered with the Housing Authority of City of San Buenaventura and Area Housing of the County of Ventura to apply for Mainstream Vouchers. The application was approved. In addition, the OHA applied and has been awarded 15 VASH vouchers (not included above).

Objective: Development of additional rental housing.

Progress: Las Cortes, Inc. a non-profit corporation was established with the purpose of creating affordable housing. Currently, it is involved in the demolition and replacement of 260 public housing units.

Objective: OHA will seek resources for down payment assistance.

Progress: OHA continues to work with the City of Oxnard's Down Payment Assistance Program to provide down payment and closing cost assistance for first time home buyers.

Objective: Reduce public housing vacancies.

Progress: The OHA has maintained a vacancy rate of 2 percent or less and has improved turnaround time to no more than 5-7 days on average.

Objective: Acquire or build new developments.

Progress: The OHA has been approved to demolish and replace 260 public housing units. The first phase of the project began in 6/2014 and Phase II of the project was completed on 11/2018. Phase III is currently in the planning phase.

Objective: Leverage private or other public funds to create additional housing opportunities.

Progress: OHA continues to work with the City of Oxnard and private developers in developing affordable rental and owner- occupied units. For example, in 2018, Habitat for Humanity of the Ventura County completed the construction of 6 owner-occupied units for low-income families. In 2019, Many Mansions built the Ormond Beach Villas Project and partnered with OHA to project base all of the units. The project will be fully leased in the first quarter of 2020.

Attachment B.3
Progress Report

PHA Goal Two: Improve quality of assisted housing.

Objective: Improve PHA's score.

Progress: OHA has maintained a standard/or high performer status.

Objective: Improve Voucher management (SEMAP).

Progress: OHA has maintained a standard and/or high performer status.

Objective: Increase customer satisfaction.

Progress: OHA holds meetings that are open to residents of public housing, section 8 participants and section 8 landlords to discuss overall concerns, program updates, and identify areas of improvement. In addition, OHA encourages and supports public housing residents to become involved in their local Tenant Association. Currently, there are four active associations: the Colonia Village Tenant Association, the Plaza Vista Tenant Association, the Palm Vista Tenant Association and the Pleasant Valley Tenant Association. In 2020, OHA submitted a technical assistance request to the Los Angeles Field Office to assist the agency in deploying strategies that will improve overall customer service.

Objective: Concentrate on efforts to improve specific management functions.

Progress:

- Maintained appropriate operating reserves for public housing.
- Provided 100 percent inspection in public housing and housing choice voucher programs.
- Continue to maintain a high lease-up level in the public housing program.
- Tenant accounts receivable are less than 5% annually.

Objective: Renovate or modernize public housing.

Progress: OHA continues to modernize public housing units based on availability of CFP funding.

Objective: Demolish and dispose of obsolete public housing

Progress: Demolition and disposition of 260 units is underway. In FY 2016, Phase II of the project was started with the demolition of 108 units and the Colonia Senior Center. A total of 142 new units (plus 2 manager units) were released for occupancy in FY 2018. Currently, planning is underway for the next phase of the project.

Objective: Provide replacement vouchers.

Progress: As part of the development of the 260 units, tenant protection vouchers were requested and have been approved.

Attachment B.3
Progress Report

Objective: Other.

Progress: OHA has maintained all public housing units to a standard that meets or exceeds UPCS.

PHA Goal Three: Increase assisted housing choices.

Objective: Provide voucher mobility counseling.

Progress: Voucher mobility counseling continues to be offered as applicable.

Objective: Conduct outreach efforts to potential voucher landlords.

Progress: Working with the City of Oxnard's Owner Participation Section 8 Subcommittee and Ventura County Executive's office to identify resources and establish a platform that will provide the opportunity to hold meetings throughout the year for both existing and prospective Section 8 landlords. Initiated a housing navigation pilot program to increase landlord participation and facilitate the onboarding process for new landlords.

Objective: Implement voucher home ownership program.

Progress: The voucher home ownership program proved infeasible. However; the OHA continues to promote home ownership as a priority through its FSS Program and referrals are made to the City of Oxnard's First Time Home Buyer assistance program.

Objective: Senior income limits/other.

Progress: The OHA previously met goal by increasing the income limit for seniors.

HUD Strategic Goal #2: Improve community quality of life and economic vitality.

PHA Goal One: Provide and improve living environment.

Objective: Implement measures to de-concentrate poverty by bringing higher income public households into lower income housing developments.

Progress: The OHA continues to work towards a major development of mixed housing, which will result in de-concentration of poverty by bringing higher income families into lower income neighborhoods.

Objective: Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments.

Progress:

- Continued to apply rent ranges.
- Continued to provide an admission preference to working households.

Objective: Implement public housing security improvements.

Attachment B.3
Progress Report
Progress:

- Continue to work closely with the police department and tenant associations to address neighborhood security concerns.
- Improved tenancy screening of newly admitted families to the program, by contracting Online Rental Exchange (screening service provider).
- Monitor surveillance recordings in all public housing office locations.
- Expended the Emergency Safety and Security Grant received on improvements that have increased security such as: increased lighting, improved security cameras, and raising of block walls/gates.

Objective: Designate developments or buildings for particular resident groups (elderly, persons with disabilities).

Progress: The OHA continues to operate 2 buildings designated to house seniors/disabled residents: Palm Vista (100 units) and Plaza Vista (50 units).

HUD Strategic Goal #3: Promote self-sufficiency and Asset Development of families and individuals.

PHA Goal One: Promote self-sufficiency and asset development of assisted households.

Objective: Increase the number and percentage of employed persons in assisted families.

Progress:

- Resident Services continues to work with local agencies to provide job development and employment services to residents of public housing.
- OHA serves as the lead agency for the Partner Coordinating Committee which is a collaboration of local community organizations that are working together to leverage resources with the goal of helping families achieve economic self-sufficiency.
- Continued implementation of family self-sufficiency programs in housing choice voucher and public housing programs.

Objective: Provide and attract supportive services to improve assistance recipients' employability.

Progress: Continue to work with welfare agency and local partners to establish strategies that will enable families to obtain employment.

Objective: Other self-sufficiency efforts.

Progress: Secured $150,617 for FY 2019 through the Family Self-Sufficiency Grant which funds 2 FSS program coordinator positions dedicated to working with public housing residents and Section 8 participants to obtain the skills and experience necessary to achieve self-sufficiency.

Attachment B.3
Progress Report

HUD Strategic Goal #4: Ensure equal opportunity in housing for all Americans.

PHA Goal One: Ensure equal opportunity and affirmatively further fair housing.

Progress:

- Continue to promote measures to ensure access to assisted housing regardless of race, color, religion, national origin, sex, familial status, and disability.
- Continue to promote measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion, national origin, sex, familial status, and disability.
- Currently working on projects that ensure accessible housing to persons with all varieties of disabilities by modifying public housing units in amounts sufficient to meet or exceed the requirements of Section 504 of the Rehabilitation Act of 1973.
- Continue to provide fair housing counseling and dispute resolution service through a working agreement with the Housing Rights Center.

PHA Goal Two: Improve housing opportunities for all residents

Objective:

- Provide homeownership training referrals for residents.
- Build housing for farm workers.
- Expand homeownership opportunities.
- Progress toward new housing for low-income families.
- Expand rental assistance for low-income.
- Plan and develop new ways of developing housing for low income and moderate-income families

Progress:

- OHA continues to promote homeownership by working in collaboration with homeownership non-profit counseling agencies such as Cabrillo Economic Development Corporation (CEDC) and Ventura County Community Development Corporation (VCCDC) which offer homeownership services to low income families.
- Through the NSP program, two (2) triplexes were previously purchased and are currently rented to 6 low-income families.
- Worked with Habitat for Humanity of Ventura County in the development of 6 new owner occupied homes for low income families
- Issued project-based vouchers for the first Veterans' housing development in the City of Oxnard, Ormond Beach Villas, which was built by Many Mansions in 2019. The development provides service-enriched housing services to our Veteran population.
- Continue to cultivate public and private partnerships for future development.

Attachment B.3
Progress Report

PHA Goal Three: Promote the quality of housing for low income households.

Objective:

- Expand the rehabilitation of existing housing.
- Continue to modernize Oxnard's public housing.
- Maintain the City's public housing communities in a condition that exceeds HUD's physical condition standards, including their aesthetics and landscaping.

Progress:

- Continue utilizing Capital Fund Program funding to modernize projects, including kitchen cabinets, plumbing cleanouts and drain lines, replacement of plumbing lines on roofs, resurfacing of parking areas and walkways, flooring, windows, and other major improvements to public housing.
- Maintain the City's public housing communities in a condition that exceeds HUD's Uniform Physical Conditions Standards, including aesthetics, and landscaping.

PHA Goal Four: Improve quality of life for housing clients.

Objective**:**

- Expand needed service for public housing and housing choice voucher participants.
- Improve job opportunities for public housing and housing choice voucher participants.
- Improve public safety and security in public housing.

Progress:

- Continue to work with local agencies to provide access to job development and employment services to residents of public housing.
- Continued implementation of family self-sufficiency programs.
- Expended the Emergency Safety and Security Grant received on improvements that have increased security such as: increased lighting, improved security cameras, and raising of block walls/gates which in turn impacts the quality of life for housing clients.

PHA Goal Five: Convert to project based accounting and asset management.

Objective: Implement all applicable provisions of the Public Housing Operating Fund Program Final Rule, dated September 29, 2005.

Progress:

- Implemented all applicable provisions of 24 CFR part 900.

Attachment B.3
Progress Report

- OHA converted to project based accounting and asset management.
- OHA continues to stay abreast of any changes or requirements associated with Asset Management/Project Based Accounting.

Attachment B.4
Violence Against Women Act Statement

THE HOUSING AUTHORITY OF THE CITY OF OXNARD
VAWA CERTIFICATION FY 2020

THIS IS TO CERTIFY THAT THE PUBLIC HOUSING AGENCY OF THE CITY OF OXNARD (OHA) CA 031 HAS INCORPORATED THE VIOLENCE AGAINST WOMEN ACT (VAWA), ADOPTED AN EMERGENCY TRANSFER PLAN**,** AND UPDATED THE THE ADMISSIONS AND CONTINUED OCUPANCY POLICY (ACOP) AS FOLLOWS:

Chapter 16: Program Administration

Part-VII: Violence Against Women Act (VAWA):
Notification, Documentation and Confidentiality

IN ADDITION, IT IS ADOPTED IN THE ADMINISTRATIVE PLAN FOR THE HOUSING CHOICE VOUCHER PROGRAM (Admin Plan) AS FOLLOWS:

Chapter 16: Program Administration

Part-IX: Violence Against Women Act (VAWA):
Notification, Documentation and Confidentiality

In compliance with the Violence Against Women Reauthorization Act of 2013 (P.L. 113-4) (VAWA 2013) a federal law that provides protections for victims of domestic violence, dating violence, sexual assault and stalking. The Housing Authority of the City of Oxnard will comply with all applicable provisions of VAWA. This summary of VAWA protections is not intended to limit the rights of victims provided by the Act.

The Housing Authority of the City of Oxnard recognizes the below statement as a more descriptive notification to PHA applicants on the VAWA, as compared to the existing paragraph outlined above.

Approved: by the Housing Authority of the City of Oxnard,

Emilio Ramirez, Housing Director

_____ _____

Emilio Ramirez, Housing Director Date

Attachment B.4
Violence Against Women Act Statement

VIOLENCE AGAINST WOMEN ACT (VAWA)
For further clarification of Chapter 16 Part-VII (ACOP) and Chapter 16 Part-IX (ADMIN Plan)

The Housing Authority of the City of Oxnard (OHA) is responsible for public housing units and housing choice vouchers located in the City of Oxnard. Through our efforts to provide and maintain housing that is decent, safe, and sanitary, the Housing Authority strives for a high standard of property and voucher management.

The OHA's policy is to comply with the Violence Against Women Reauthorization Act of 2013 (P.L. 113-4). The OHA shall not discriminate against an applicant, voucher participant, or public housing resident on the basis of the rights or privileges provided under the VAWA.

The OHA will request that an individual certify via HUD Form 5382, "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking", that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements set forth in Public Law 113-4. Such certification shall include the name of the perpetrator. The OHA will request the certification in writing and require that the resident come into the management office to pick up HUD Form 5382 "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking". In those cases where the victim of domestic violence, dating violence, sexual assault, or stalking is unable to pick up the form due to imminent danger by the perpetuator, the OHA will arrange to safely provide the form to the victim. The individual shall provide such certification within 14 business days after the individual receives HUD Form 5382, "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking". If the individual does not provide the certification within 14 days of receiving the form, nothing in this subsection, or in in Public Law 113-4 Title VI, may be construed to limit the authority of the OHA to evict any tenant that commits violations of the Public Housing Lease Agreement. At the discretion of the OHA, the 14-day deadline may be extended.

An individual may also satisfy the certification requirement by producing a Federal, State, tribal, territorial, or local police or court record or providing the OHA with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking, or the effects of the abuse. The professional must attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, sexual assault, or stalking has signed or attested to the documentation.

The OHA will not demand that an individual produce official documentation or physical proof of the individual's status as a victim of domestic violence, dating violence, sexual assault, or stalking in order to receive any of the benefits provided in this section. At the

discretion of the OHA, an individual may be provided benefits based solely on the individual's statement or other corroborating evidence.

In the case where the OHA receives conflicting certification documents from two or more members of the household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the OHA will determine which is the true victim by requiring third-party documentation. Additionally, the OHA will honor any court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and to address the distribution or possession of property among the household.

All VAWA information provided to the OHA, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, shall be retained in confidence, and will not be entered into any shared database or provided to any related entity, except to the extent that disclosure is-

i. Requested or consented to by the individual in writing;
ii. Required for use in an eviction proceeding under Public Law 113-4 referencing conforming amendments made to the United States Housing Act of 1937; or
iii. Otherwise required by applicable law.

Attachment B.6
Resident Advisory Board Comments

HOUSING AUTHORITY OF THE CITY OF OXNARD
ANNUAL AGENCY PLAN PROPOSED CHANGES
SUMMARY OF TENANT COMMENTS

Although no written comments were received, the following is a summary of the verbal comments received at the Resident Advisory Board (RAB) Meetings:

Comment: Project 31-2 Flooring project- Residents requested an update because the project was supposed to have already been underway during the fiscal year, however; work had not begun. They also wanted to know if movers would be made available to assist residents with moving their furniture and personal belongings.
Response: Flooring project was delayed due to a change in work order. However; project is scheduled to begin within 4-6 weeks. Movers will be made available.

Comment: A resident voiced concern with potential termite activity at a 31-7 project: Fashion Park
Response: No termite related work orders have been submitted to the PHA. Staff gathered the unit specific details and placed a work order for a spot treatment. Residents were reminded that work orders need to be opened with the main office so that we can repair or address maintenance needs accordingly.

Comment: Project 31-2 Fencing project - Residents recommended that fencing strips be used instead of vinyl fencing to prevent graffiti.
Response: Fencing project is scheduled for FY 2023. Recommendations will be taken into consideration when reviewing cost analysis, feasibility of project, and best interest of all residents.

Comment: Project 31-2 Roofing project- Resident asked if we are planning on using a pitched roof versus a flat roof.
Response: PHA is not planning on using a pitched roof as it is a cosmetic preference and preliminary cost analysis revealed a significant unsubstantiated higher cost.

Comment: Are there significant changes to the ADMIN or ACOP plans?
Response: No significant changes to the ADMIN or ACOP plan are being proposed at this time, with the exception of HUD mandated changes or updates. For example: a change in a PIH number.

Comment: What is a significant change?
Response: Staff clarified how a significant change works. It was explained that any deviation from the proposed 5 Year Plan (if approved) would require RAB Meetings, comment period, and public hearing.

Comment: If the entire RAB Board is not in agreement with the proposed goals and objectives, does the PHA still move forward?
Response: PHA will not move forward without approval in the form of a majority of vote. In addition, attendees were reminded that there is still a comment period through April 2, 2020 and a public hearing.

Comment: A resident asked how long they have to provide comments.
Response: Comment period ends April 2, 2020.

Attachment B.6
Resident Advisory Board Comments

Comment: A resident asked if they are able to make comments and if the majority votes in favor, can the proposed objectives and goals be amended prior to going to the City Council?
Response: PHA offered to set up a series of meetings to encourage dialogue and reach a consensus on any of the proposed goals or objectives prior to going before Council.

Comment: A resident asked if we can combine our senior designated buildings and make those a homeless shelter and move our current residents to a new building.
Response: PHA advised that subsequent public hearings will be held to discuss the homeless shelter location. These are proposed goals for the next 5 years, specifics, such as where a shelter will be built, will be presented via public hearings. As far as the buildings being suggested, both buildings have been adapted to meet the needs of elderly and disabled families. Moving them is not as simple as recommended. However; the comment will be forwarded to the Housing Director.

Comment: A resident talked about their dissatisfaction with the new management agency for the City of Oxnard Shelter, Mercy House.
Response: Staff advised that the comment will be forwarded to the Housing Director.

Comment: A resident recommended that we go to the City of Oxnard shelter to find Veterans to fully utilize VASH vouchers instead of having it as part of our goals and objectives as an agency.
Response: The PHA has been proactively reaching out and trying to utilizing all VASH vouchers to no avail. In addition, the agency has partnered with Many Mansions, a non-profit, that has the budget to expand outreach and marketing efforts. To date, there has been a difficulty in exhausting all vouchers even with the leveraged resources. For this reason, the agency is seeking to go beyond local resources and work with the VA.

Comment: A resident shared the frustration of increasing self-sufficiency and the unproportioned increase in rent which defeats the purpose of generating more income for families.
Response: PHA agrees that there is a need to bridge the gap between the effect on income when a participant increases his/her self-sufficiency and in turn loses a disproportioned amount of housing assistance. This is a fact that is being discussed amongst service providers as a collective community and the reason why it was added as a goal to the agency's 5-year plan.

Comment: A resident asked if there is a possibility that the PHA can establish an incentive program to help families financially afford to transition out of assisted housing. At this time, families lose all public housing assistance when they increase their income.
Response: Staff reiterated commitment to finding ways in which self-sufficiency is increased and the necessary support is in place for families to successfully transition out of the program.

Comment: A resident shared that the reason why we can't get more landlords to participant in the Section 8 program is because we have poor customer service. In addition, creating a Navigation team is not going to resolve the challenges because the rest of the staff is not going to follow suit.
Response: PHA agrees that there is a need to improve customer service and the time frame it takes to get a landlord set up. Additionally, staff shared that in the past 6 months new landlords have joined the program largely as a result of the pilot "housing navigation" program the agency has deployed. There are also partnerships that the agency is working on to expand its outreach to landlords. Simultaneously, a customer improvement plan is being drafted.

Attachment B.6
Resident Advisory Board Comments

Comment: A resident mentioned that many of the goals outlined were discussed 5 years ago but never came to fruition.
Response: PHA clarified that the current 5-year plan that is expiring did not have the same goals and objectives. The progress report for the Annual Agency Plan shows that the agency made progress towards meeting all of the goals with the exception of one.

Comment: A resident asked what happened to the goals previously discussed, specifically goals that were not met.
Response: After further clarification, the resident was actually asking if there has been a change to the proposed Capital Fund Program Five-Year Action Plan and 2020 Annual Statement discussed earlier. Staff clarified that those remain the same.

Comment: A resident asked if the agency can be more proactive in helping residents navigate with the City of Oxnard in regards to permit and licensing challenges.
Response: Staff concurred with the observation made by the resident. The agency is seeking to expand the scope and impact of services to residents so that they result in actual income generation. Staff touched on the Self- Sufficiency (FSS) program and how it works (escrow account). An example was also shared of a recent job fair hosted by the agency where the 4 employers that participated had actual job openings on hand and people were hired.

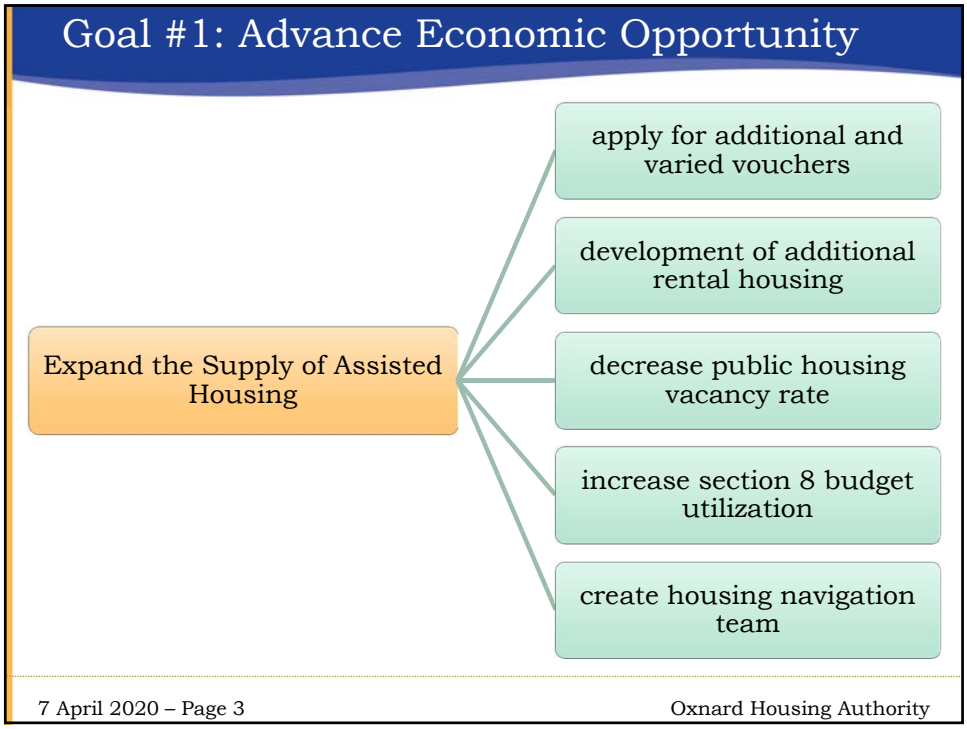
OXNARD HOUSING AUTHORITY

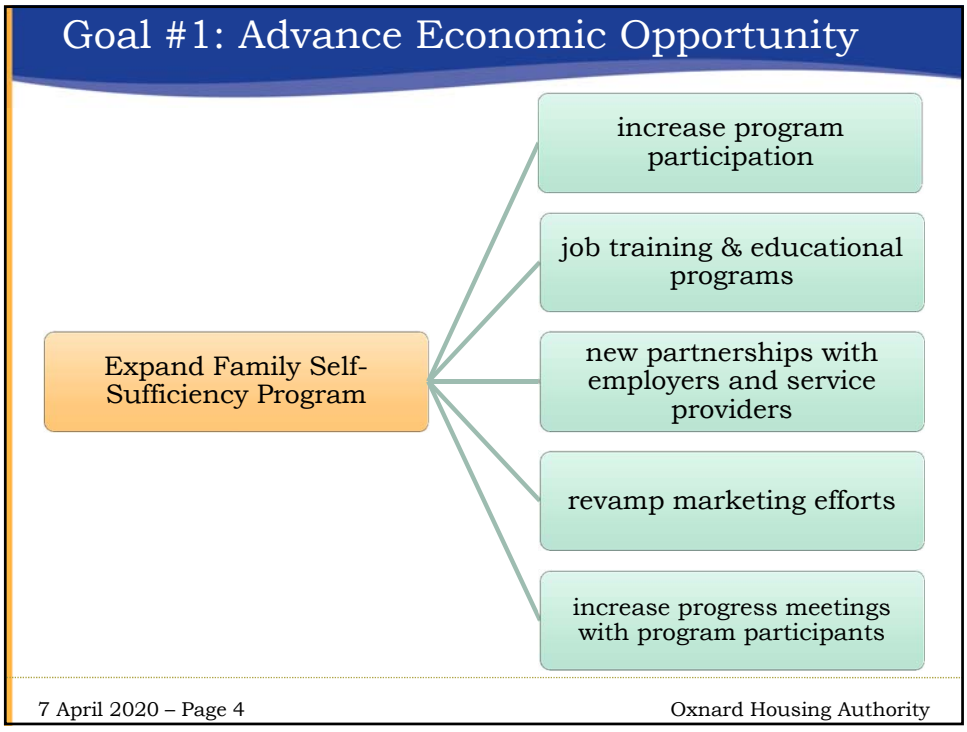
5-YEAR AGENCY PLAN
AND
ANNUAL PLAN

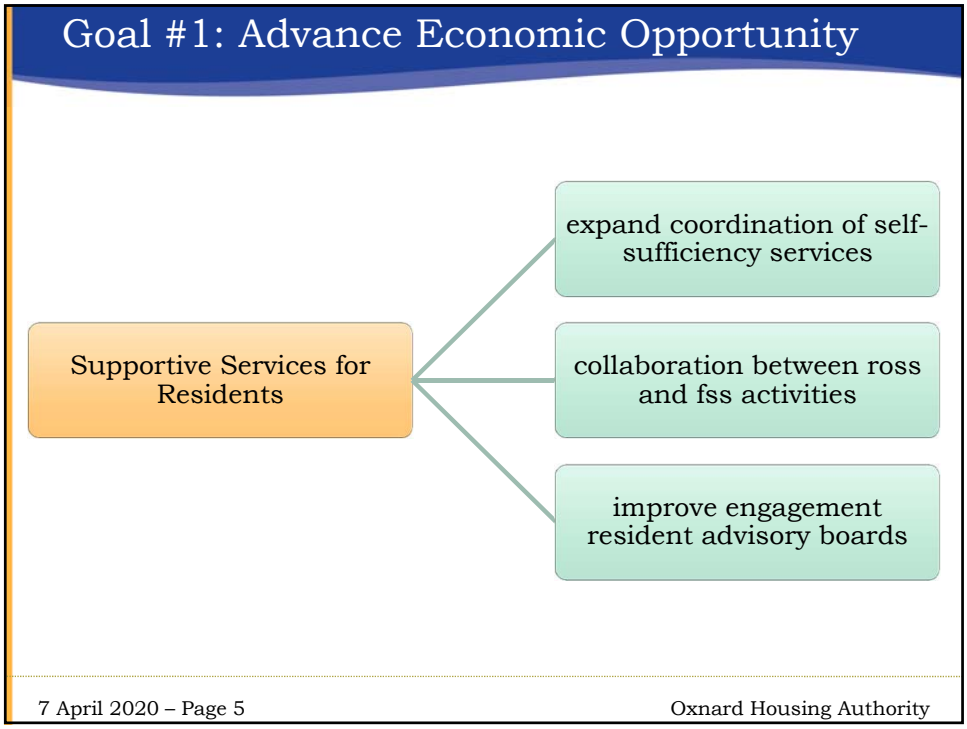
Board of Commissioners
Housing Director

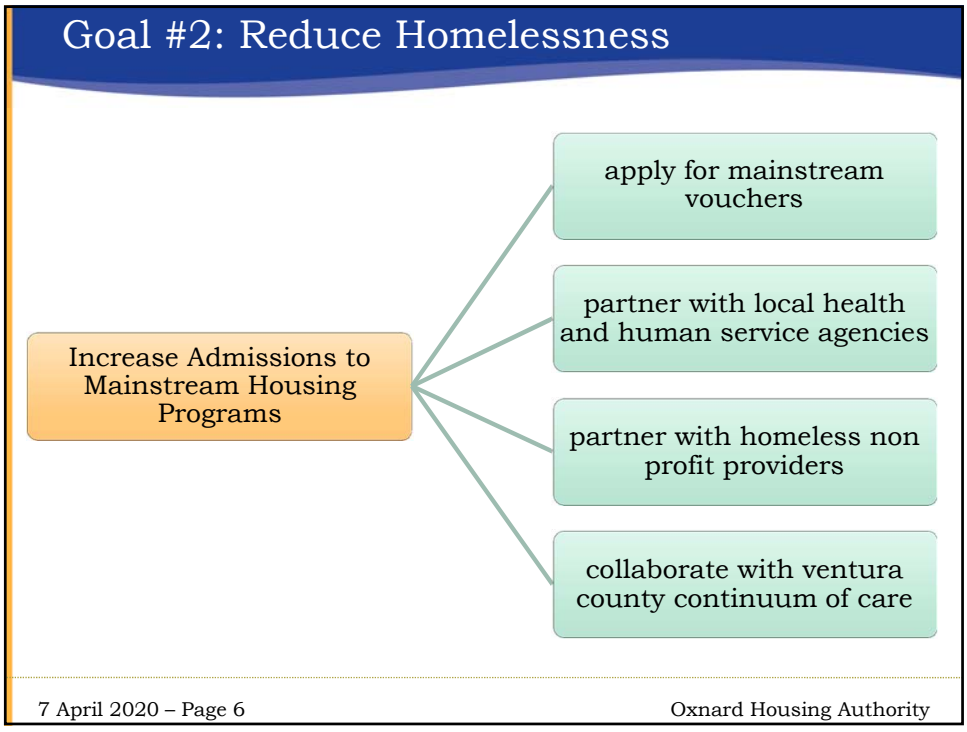
5-Year and Annual Agency Plan

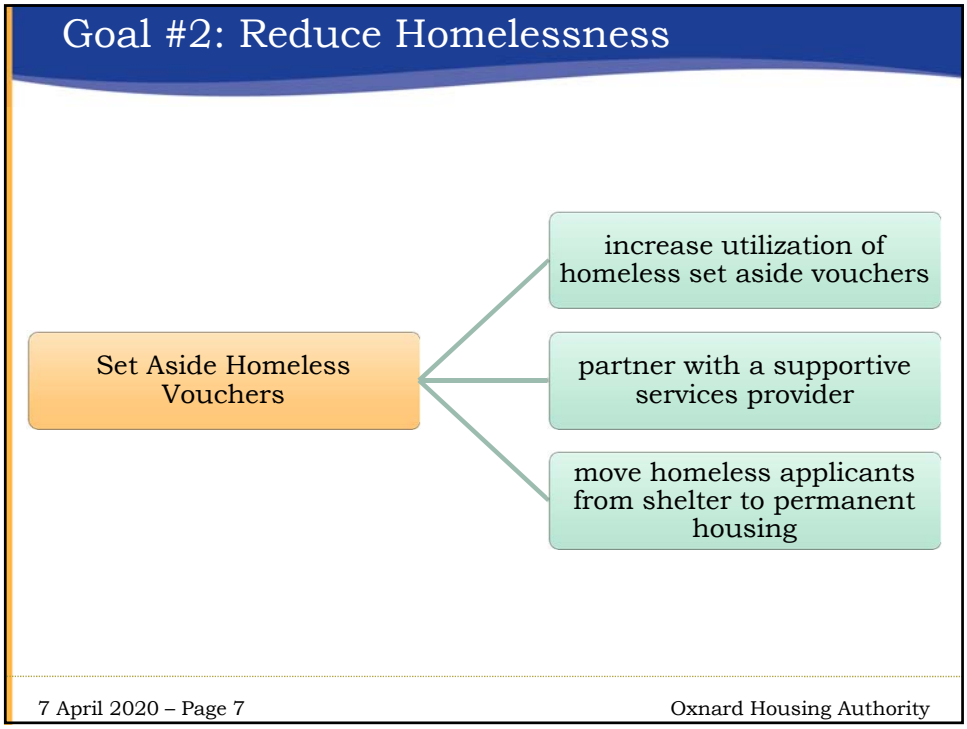
1. The 5-Year and Annual Agency Plan provides a description of the Housing Authority's basic regulations, requirements and operational program policies
2. Required by 24 CFR Part 903
3. Serves as the application for Capital Fund Grants which provide the funding for capital improvements for Public Housing
4. Due to HUD on April 16, 2020 – 75 days prior to the start of the fiscal year
5. Public Hearing on the proposed changes to the Public Housing and Section 8 program policies and proposed goals and objectives for the next 5 years
6. Written public comment and review period commenced February 18, 2020 and closed April 03, 2020
7. Three meetings with the Resident Advisory Board were held for review and discussion

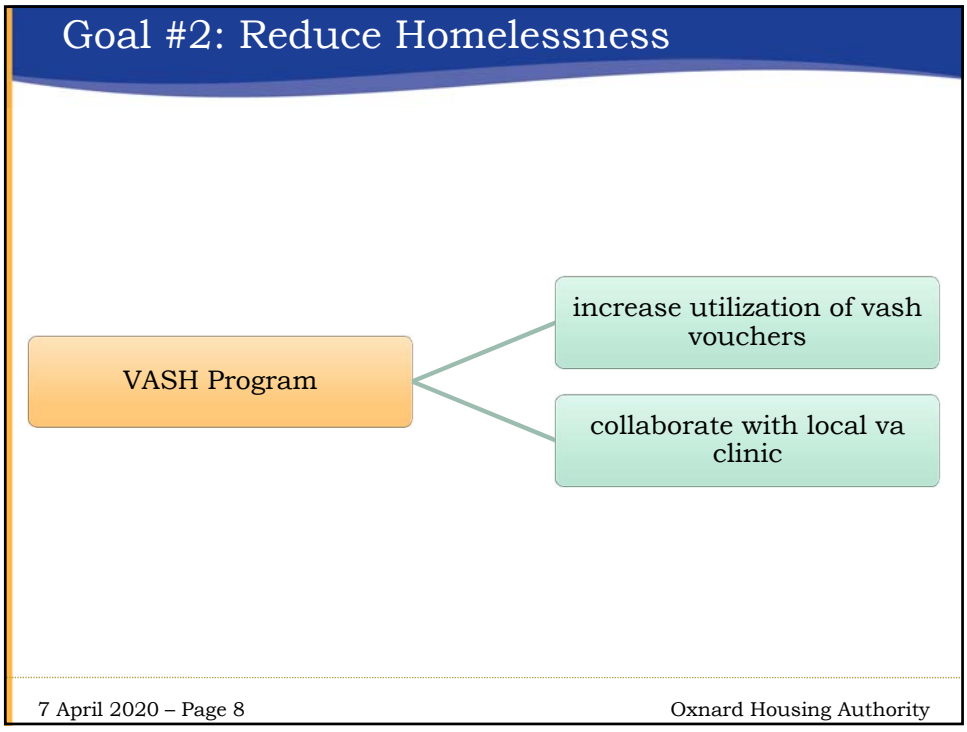

Goal #1: Advance Economic Opportunity
Expand the Supply of Assisted Housing
apply for additional and varied vouchers
development of additional rental housing
decrease public housing vacancy rate
increase section 8 budget utilization
create housing navigation team
7 April 2020 – Page 3
Oxnard Housing Authority

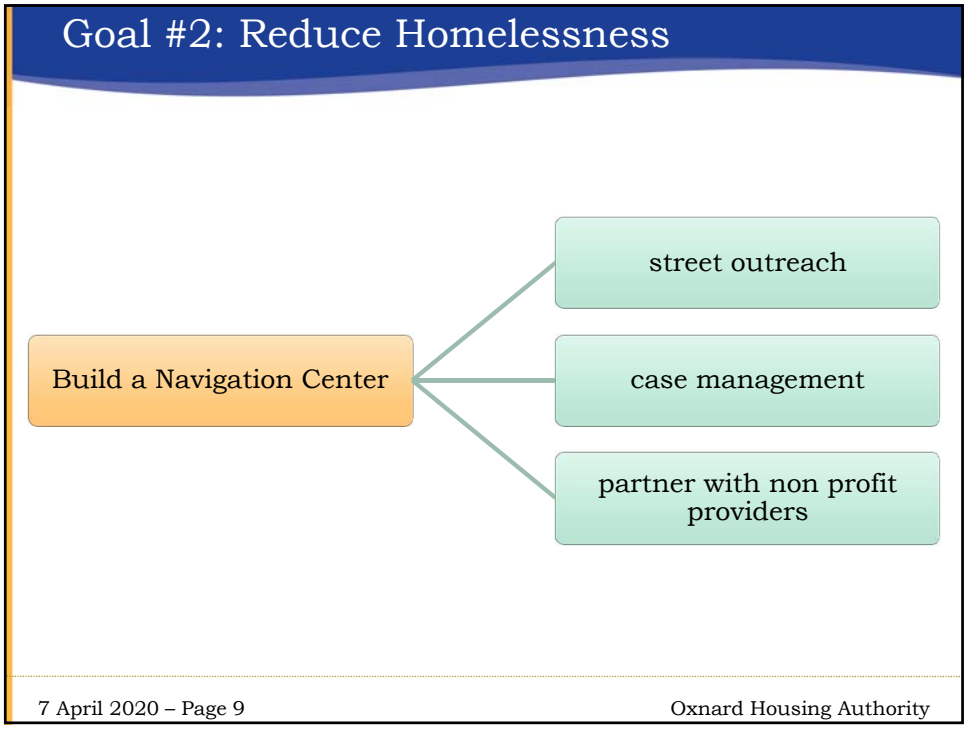

Goal #1: Advance Economic Opportunity
Expand Family Self-Sufficiency Program
increase program participation
job training & educational programs
new partnerships with employers and service providers
revamp marketing efforts
increase progress meetings with program participants
7 April 2020 – Page 4
Oxnard Housing Authority

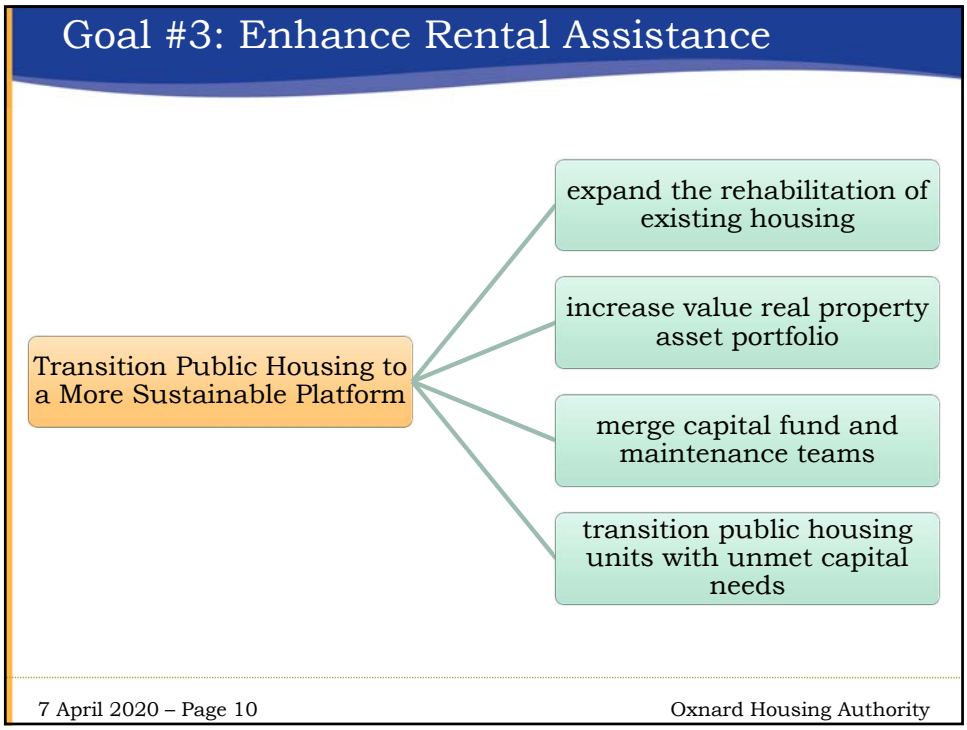

Goal #1: Advance Economic Opportunity
Supportive Services for Residents
expand coordination of self-sufficiency services
collaboration between ross and fss activities
improve engagement resident advisory boards
7 April 2020 – Page 5
Oxnard Housing Authority

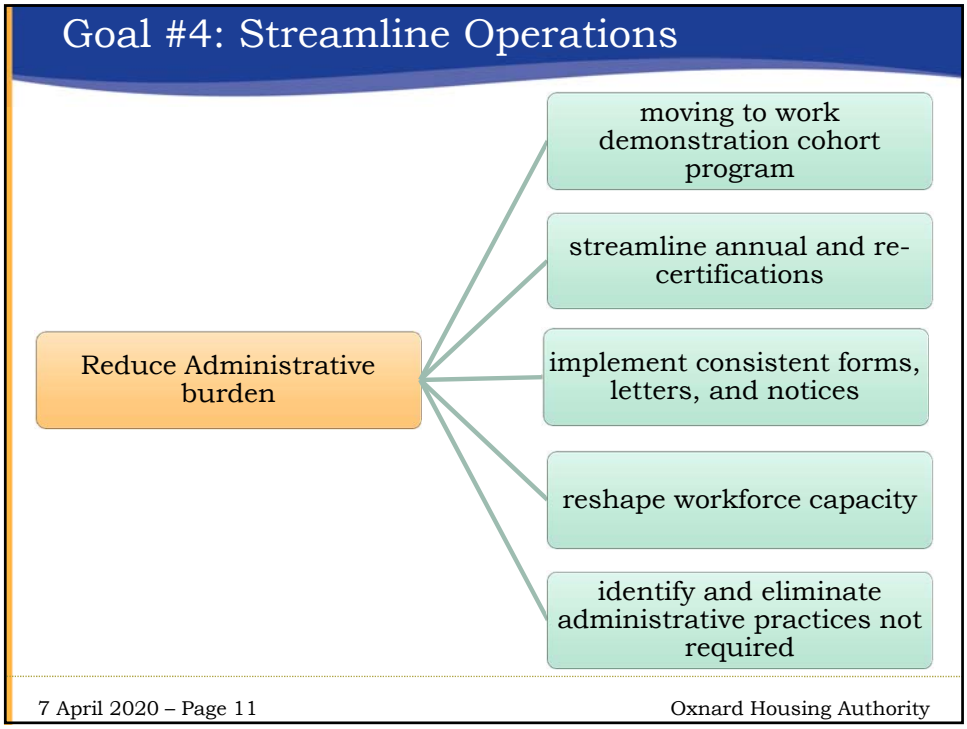

Goal #2: Reduce Homelessness
Increase Admissions to Mainstream Housing Programs
apply for mainstream vouchers
partner with local health and human service agencies
partner with homeless non profit providers
collaborate with ventura county continuum of care
7 April 2020 – Page 6
Oxnard Housing Authority

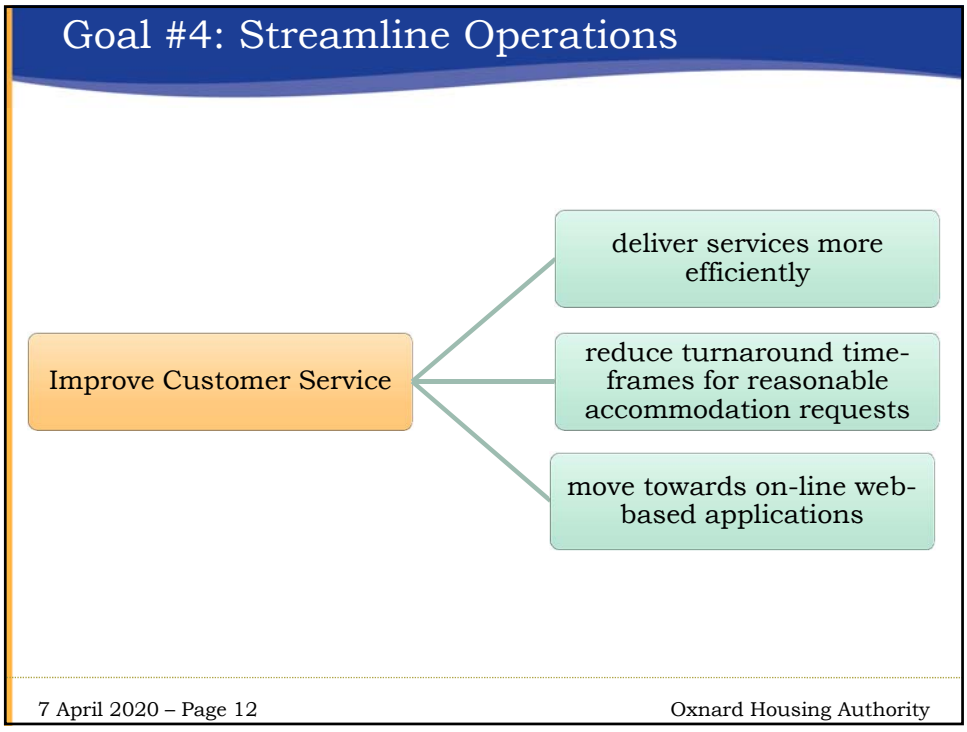

Goal #2: Reduce Homelessness
Set Aside Homeless Vouchers
increase utilization of homeless set aside vouchers
partner with a supportive services provider
move homeless applicants from shelter to permanent housing
7 April 2020 – Page 7
Oxnard Housing Authority


Goal #2: Reduce Homelessness
VASH Program
increase utilization of vash vouchers
collaborate with local va clinic
7 April 2020 – Page 8
Oxnard Housing Authority


Goal #2: Reduce Homelessness
Build a Navigation Center
street outreach
case management
partner with non profit providers
7 April 2020 – Page 9
Oxnard Housing Authority


Goal #3: Enhance Rental Assistance
Transition Public Housing to a More Sustainable Platform
expand the rehabilitation of existing housing
increase value real property asset portfolio
merge capital fund and maintenance teams
transition public housing units with unmet capital needs
7 April 2020 – Page 10
Oxnard Housing Authority


Goal #4: Streamline Operations
Reduce Administrative burden
moving to work demonstration cohort program
streamline annual and re-certifications
implement consistent forms, letters, and notices
reshape workforce capacity
identify and eliminate administrative practices not required
7 April 2020 – Page 11
Oxnard Housing Authority


Goal #4: Streamline Operations
Improve Customer Service
deliver services more efficiently
reduce turnaround time-frames for reasonable accommodation requests
move towards on-line web-based applications
7 April 2020 – Page 12
Oxnard Housing Authority

Proposed Changes to the Program Policies

1. No significant changes were proposed to the Housing Choice Voucher (Section 8) Administrative Plan or the Admissions and Continued Occupancy Policy
2. No written comments from the public were received

Approval of the Capital Fund Program

1. Capital Fund Grant provides funding for the capital improvements to the Public Housing assets
2. The 2020 grant amount requested is $2,170,000
3. Resolution approves the Capital Fund Program Five-Year Action Plan, the 2020 Annual Agency Plan, the 5-Year PHA plan, and the 2020 Capital Fund Budget

CITY OF
OXNARD
CALIFORNIA
QUESTIONS?