

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



AGENDA
OXNARD CITY COUNCIL
HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE
Council Chambers, 305 West Third Street
May 26, 2020
Regular Meeting - 4:30 to 5:45 PM

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 2:00 p.m. on the day of the meeting. Please identify the committee name, meeting date, and 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 2:00 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.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of fifteen 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 requests shall be submitted as set forth on the first page of this agenda. Based on the number of speaker requests submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to two minutes, but shorter time may be established as deemed necessary. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Housing and Economic Development Committee approve the minutes of the May 12, 2020 regular meeting as presented.

Contact: Michelle Ascencion, (805) 385-7805

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 / Committee Discussion / Public Comment)

D. REPORTS

1. Community Development Department

SUBJECT: Third Amendment to Agreement #7690-16-DS with Rincon Consultants for On-Call Planning and Permit Processing Services. (5/5/5)

RECOMMENDATION: That the Housing and Economic Development Committee recommend the City Council approve the third amendment to Agreement #7690-16-DS with Rincon Consultants (Rincon) for on call planning and permit processing services in the amount of \$400,000, bringing the total agreement cost to \$1,350,000.

Contact: Jeffrey Lambert, (805) 385-7882

2. Community Development Department

SUBJECT: Economic Development COVID-19 Update: Support of Oxnard Businesses. (10/15/5)

RECOMMENDATION: That the Housing and Economic Development Committee receive an update on the City of Oxnard's support of local businesses.

Contact: Jeffrey Lambert, (805) 385-7882

3. Housing Department

SUBJECT: Mercy House Navigation Center Operating Contract and Oxnard Navigation Center. (10/5/5)

RECOMMENDATION: That the Housing and Economic Development Committee recommend the City Council:

1. Approve a Second Amendment to Agreement No. A-8194 with Mercy House to extend the operations of the Oxnard Navigation Center; and
2. Approve an Exclusive Negotiating Agreement (Agreement No. A-8122) with Community Development Partners for the development of a navigation center at 241 West Second Street.

Contact: Emilio Ramirez, (805) 385-8094

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

MINUTES
OXNARD CITY COUNCIL
HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE
Regular Meeting
May 12, 2020

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 4:30 p.m., Chair Madrigal called to order the regular meeting of the Oxnard City Council Housing and Economic Development Committee 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. Members Gabriela Basua, Tim Flynn, and Chair Oscar Madrigal were present via videoconference.

Staff members present were Ashley Golden, Assistant City Manager; Kenneth Rozell, Chief Assistant City Attorney; Jason Zaragoza, Deputy City Attorney (via videoconference); Kathleen Mallory, Planning and Sustainability Manager; Jeffrey Lambert, Community Development Director; and Michelle Ascencion, City Clerk.

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

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Housing and Economic Development Committee approve the minutes of the April 28, 2020 regular meeting as presented.

It was moved by Member Basua, seconded by Member Flynn, to approve the minutes as presented.
VOTE: Basua, Flynn, and Madrigal voted in favor; the motion carried 3-0.

D. REPORTS

Community Development Department

1. SUBJECT: Amendments to Chapters 7 and 11 of the Oxnard City Code to establish fines for violation of Commercial Cannabis Businesses Regulations.

RECOMMENDATION: That the Housing and Economic Development Committee:

1. Receive a report regarding criminal fines associated with illegal and legal cannabis operators; and
2. Recommend that City Council adopt an ordinance adding Section 7-56 (D) of Article III, Chapter 7 of the Oxnard City Code, and amending Section 11-452 of Article XVI, Chapter 11 of the Oxnard City Code regarding civil and criminal penalties for violations of Commercial Cannabis Business Ordinances and illegal operations.

The Planning and Sustainability Manager gave a report. Discussion ensued among the Committee and staff.

It was moved by Member Flynn, seconded by Member Basua, to approve the recommended action as presented. VOTE: Basua, Flynn, and Madrigal voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS

Member Flynn reiterated his previous request for a report on the city’s efforts to assist local businesses following the COVID-19 emergency.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Madrigal adjourned the meeting at 4:52 p.m.

MICHELLE ASCENCION, CMC
City Clerk

OSCAR MADRIGAL
Chair

DRAFT



**HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE
AGENDA REPORT
REPORTS
AGENDA ITEM NO. D.1**

DATE: May 26, 2020

TO: Housing and Economic Development Committee

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

SUBJECT: Third Amendment to Agreement #7690-16-DS with Rincon Consultants for On-Call Planning and Permit Processing Services. (5/5/5)

RECOMMENDATION

That the Housing and Economic Development Committee recommend the City Council approve the third amendment to Agreement #7690-16-DS with Rincon Consultants (Rincon) for on call planning and permit processing services in the amount of \$400,000, bringing the total agreement cost to \$1,350,000.

BACKGROUND

The City issued a Request for Qualifications (RFQ) in August 2016 for on-call permit processing and planning services. Four firms responded and Rincon Consultants, Inc. (Rincon) was selected based on their extensive work with the City as well as their breadth and diversity in available staff. The on-call agreement with Rincon has been amended twice and is currently set to expire in June 2021 and has a not to exceed contract amount of \$950,000. The on-call agreement is primarily used to process complex projects, and projects with aggressive processing timelines associated with approved development agreements. The use of contract planners through this on-call agreement allows the department the flexibility and most cost efficient way to respond quickly to: meet processing deadlines associated development agreements; processes permits within the established turn-around times; respond to grant opportunities; and to provide support to other departments when requested. Development is cyclical so having consultants rather than full-time staff can save the city money, especially when developers fully fund the costs of contract planners.

The various funding sources used to pay for this agreement include the General Fund, General Plan Maintenance Fee revenue (GPMF), developer paid planning development permit fees and deposits, grant funding, and funding from other City departments for specific city projects. Rincon expenses from February 2017, when the agreement went into effect, through March 2020 total approximately \$831,465. Of this total, approximately 41% was paid by the General Fund, 43% by developer deposits, 13% by GPMF funds, and 3% by other departments. FY 20 expenses through March 2020 total approximately \$212,529. Of this total, approximately 50% was paid by the General Fund, 47% by developer deposits, 2% by GPMF funds, and 1% by grants.

The FY 2019-20 Adopted Budget for Planning's Professional/Contract services budget is \$137,947. Besides the on-call permit processing agreement with Rincon, the \$137,947 General Fund budget is also used for other

professional services agreements, including:

1. Architectural review services (Muller Worthy Architects);
2. Landscape architectural review (Brodersen Associates and Jordan, Gilbert & Bain);
3. Onsite posting services (Ron's Signs);
4. Cultural heritage review (County of Ventura);
5. Cannabis Management (HdL);
6. Ormond Beach coordinator services (Pollinate)

The costs for architectural review, landscape review, and onsite posting services are reimbursed by the planning applicants/developers. The majority of the costs for the cultural heritage review services are off-set by planning permit fee revenue. The HdL cannabis management contract is funded by cannabis permit fees. So far this year, HdL's expenses total \$46,687 and \$75,811 has been collected in cannabis permit fee revenue to cover these expenses. The Ormond Beach coordinator services contract with Pollinate is completely funded by the General Fund. From January 2018 through April 2020, expenses for the Pollinate contract totaled \$63,708.

The current operating budget of \$137,947 is insufficient to absorb all anticipated, and needed, consultant costs. The shortfall is related to a variety of needs including long range planning and development projects. City staff have been inundated with development projects, including development activities as a result of the newly adopted Downtown Development Code. City staff are also actively involved in managing a number of complex long range projects such as the Local Coastal Plan Update, as well as regional planning efforts associated with the 6th cycle Housing Element update, General Plan Update, Climate Action Plan, Ormond Beach Restoration Access Plan, work associated with the 2020 Census, and analysis, application, and management of a multitude of grants. These efforts have resulted in the need to shift development projects and utilize contract planning staff. Rincon is currently assisting with a number of projects (the timeframe for working on these projects, where known, is listed in parenthesis).

Developer Deposit Planning Permits:

- Sakioka Farms Development Agreement, Tentative Tract Map and associated developments (Planning Entitlements completed 2020; Construction and Environmental Monitoring through 2021) - \$100,000 deposit received in February
- Rio Urbana residential project on Vineyard Ave (May - September 2020) - deposits received to date totaling \$68,636
- Wagon Wheel - Permit processing and historical knowledge (ongoing) - deposits totaling \$40,000
- Seabridge School Site (Oxnard School District- ongoing) - deposit received \$9,000

Grant Funded Projects:

- Local Early Planning Action Grant (LEAP \$500,000 award anticipated by approximately Sept. 2020 - application due) - estimated Rincon cost \$35,000
- Regional Early Planning Action Grant (REAP \$500,000 award anticipated by approximately Oct. 2020 application due)-estimated Rincon cost \$35,000
- SB 2 Projects (\$625,000 funds awarded): Housing site selection; Infrastructure capacity and funding and Housing supported ordinance updates (Work by June 30, 2022) - estimated Rincon cost \$40,000

Other City Department Work Efforts:

- Public Works - Environmental documents (on going; fully funded by Public Works budget)

- Housing Department Projects - Environmental clearance documents (on going; fully funded by Housing Dept. budget)

STRATEGIC PRIORITIES

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Objective 1a. Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.

Goal 2. Enhance business development throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

Goal 3. Enhance business retention and attraction.

Objective 3a. Implement an economic development plan for attracting and retaining business.

FINANCIAL IMPACT

The third amendment with Rincon for on call services increases the total cost of the agreement by \$400,000, bringing the total cost to \$1,350,000. Staff estimates that no more than \$100,000 or 25% of the amendment cost will be funded by the General Fund, which is within Planning's annual contract budget; 35% or approximately \$140,000 by Developer Deposits received to date and additional future deposits; 27.5% or approximately \$110,000 by Grant funds, including SB2, LEAP, and REAP grants; 7.5% or approximately \$30,000 by other departments; and 5% or approximately \$20,000 funded by previously appropriated GPMF funds budgeted in the Local Coastal Plan Update, Housing Element Update, 2040 General Plan Update, and Climate Action Plan projects. These funding estimates for the subject contract may vary but in no case will the amount exceed the general fund budgeted amount.

Planning collects permit revenue which helps to offset the contract expenses and their impact to the General Fund. In FY 2020, Planning has collected approximately \$722,120 in permit revenue, \$75,811 in Cannabis permit revenue, and \$162,810 in General Plan Maintenance fee revenue, which totals approximately \$960,741 or 99% of its total budgeted revenue. In FY 2019, Planning collected a total of \$1,166,733 in total General Fund revenue.

In light of the many above referenced different funding sources for this contract, the Community Development Department will work with the Finance Department to ensure the availability of budgeted funds prior to assignment of each major task under the contract.

Prepared by: Scott Kolwitz, Planning Manager, Kathleen Mallory, Planning & Sustainability Manager, Sabrina Rodriguez, Management Analyst III

ATTACHMENTS

1. Third Amendment to Agreement #7690-16-DS with Rincon Consultants
2. Presentation

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 _____ day of _____, 2020, by and between the City of Oxnard, a municipal corporation (“City”), and Rincon Consultants, Inc. (“Consultant”). This Third Amendment amends the Agreement entered into on February 7, 2017, by City and Consultant. The Agreement previously has been amended on July 18, 2017, by a First Amendment, and on January 15, 2019, by a Second Amendment.

City and Consultant agree as follows:

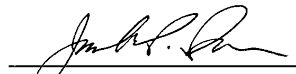
1. In subsection a of Section 14 of the Agreement, the figure “\$950,000.00” is deleted and replaced by the figure “\$1,350,000.00”.
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

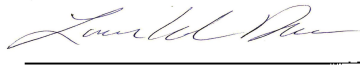
CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor¹ Date



Joe Power, Vice President² Date



Lacrisa Davis, CFO Date

ATTEST:

Michelle Ascencion, City Clerk Date

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney Date

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$175,000 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 \$175,000 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.

²The 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.

Third Amendment to Agreement #7690-16-DS with Rincon Consultants for On Call Planning and Permit Processing Services

Jeffrey Lambert, Community Development Director
Scott Kolwitz, Planning Manager
Kathleen Mallory, Planning & Sustainability Manager

Housing & Economic Development Committee
May 26, 2020



BACKGROUND

- On-call agreement with Rincon will expire in June 2021
- Not to exceed contract amount of \$950,000
- Current expenses are approaching this not to exceed amount and the Contract limit needs to be increased
- Contract expenses are paid from several funding sources:
 - General Fund - expenses limited to annual budget allocation
 - General Plan Maintenance Fund
 - Grant Funds
 - Developer Deposits
 - Other City Departments (Public Works and Housing)

Current Work Assigned to the Rincon Contract

- **Developer Deposits:**
 - Wagon Wheel
 - Sakioka Farms Tentative Tract Map and Development Agreement
 - Riverpark Specific Plan Amendment
 - Rio Urbana
 - Seabridge School Site/School District
- **Grant Funding Projects:**
 - LEAP and REAP Grants -\$1,000,000 in grant funding
 - SB2 Grant - \$625,000 in grant funding

3

FINANCIAL IMPACT

- Third amendment with Rincon for on call services increases the total cost of the agreement by \$400,000 bringing the total cost to \$1,350,000
- Amendment funded by a combination of the General Fund, developer deposits, and General Fund Maintenance fee revenue
- General Fund impact will be limited to amount allocated within Community Development's existing budget

RECOMMENDATION

That the Housing and Economic Development Committee recommend that City Council approve the Third Amendment to Agreement #7690-16-DS with Rincon for on call planning and permit processing services in the amount of \$400,000, which brings the total agreement cost to \$1,350,000.

5



DISCUSSION



**HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE
AGENDA REPORT**

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

DATE: May 26, 2020
TO: Housing and Economic Development Committee
FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882,
jeffrey.lambert@oxnard.org
SUBJECT: Economic Development COVID-19 Update: Support of Oxnard Businesses. (10/15/5)

RECOMMENDATION

That the Housing and Economic Development Committee receive an update on the City of Oxnard’s support of local businesses.

BACKGROUND

On March 12, 2020 Ventura County public Health Officer Dr. Robert Levin declared a local emergency and issued a “Stay Well at Home” emergency order to combat the spread of COVID-19. This order mandated all residents of the County of Ventura to stay inside their residences unless taking care of essential needs and further ordered all non-essential businesses to close. This shutdown has had a profound impact on our business community and workforce. Economic Development staff immediately began informing our businesses of measures taken by the City to support them as well as updating the business community on the orders issued by the County. The Oxnard Housing and Economic Development Committee has expressed an interest in receiving an update on the efforts made to support our business community and workforce during the COVID-19 pandemic.

The attached PowerPoint summarizes the outreach efforts to date.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rosie Ornelas, Economic Development Manager, Kelly Flanders, Project Manager

ATTACHMENTS

1. Presentation

Economic Development COVID-19 Update Support of Oxnard Businesses

Jeffrey Lambert, Community Development Director
Rosie Ornelas, Economic Development Manager
Community Development Department

Housing and Economic Development Committee
May 26, 2020



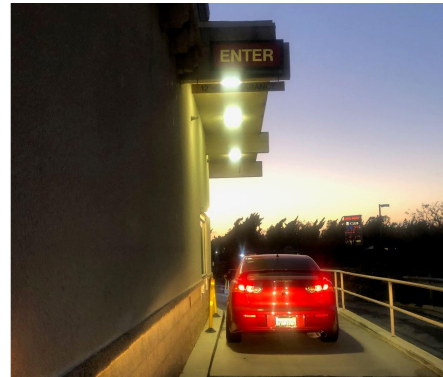
COVID-19 Business Support

Federal, State, County, Non-Profit, & Local Agency Support

- U.S. Small Business Administration: Paycheck Protection Program, Economic Injury Disaster Loan
- Employment Development Department : Work Sharing Program, Unemployment Insurance, Pandemic Unemployment Assistance
- Grants: Ventura County Community Foundation, Santa Barbara Community Foundation
- Free Business Consulting: Economic Development Collaborative, Women's Economic Ventures, SCORE
- Business Disruption Loans: Economic Development Collaborative, Women's Economic Ventures, Jewish Free Loan Association

Emergency Director Orders

- Waiving penalties for Business Tax Payments
- Temporary moratorium on eviction
- Suspended requirement for building records prior to sale of property
- Suspended penalties for late renewal for Business Tax Certificates
- Suspended restrictions on drive thru hours for food and essential products such as medicine



3

Emergency Director Orders Cont'd

- Suspended termination of City utility service for payment
- Suspended requirements for contractors to hold valid City business tax certificate as a prerequisite for issuance of building permits
- Tents and Canopies Essential Business Curbside Pickups
- “Open for Business” Essential Business Signage



15

4

Business Outreach / Education



- Direct Support
- Phone calls to businesses by CCR Staff
- Social Media
- Police/Code Enforcement Education

5

Business Outreach/Education



Oxnard Business Webinar

80 Webinar Attendees, English

44 Webinar Attendees, Spanish

Join us this Thursday
May 14, 2020
11:00 AM - 12:30 PM

For a free webinar to discuss current resources available for business owners through the CARES Act, Paycheck Protection Program and Economic Injury Disaster Loan. Presented by Clare Briglio.

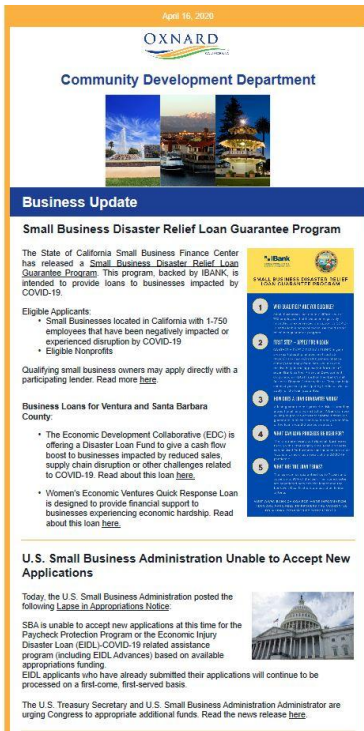
https://zoom.us/webinar/register/WN_seDE_nGYSNyn71JMMhAvKw



Clare Briglio serves as Communications and Business Disruption Resources Director for the Economic Development Collaborative and the Small Business Development Center for Santa Barbara and Ventura County. She has served in this capacity and as business advisor for the last 8 years and through the Thomas Fire and Hill/Woolsey Disasters. Her passion lies in equipping individuals, businesses and nonprofit organizations with tools to help them define their core purpose and develop resiliency models to ensure ongoing success.

For more information, contact us at 805.384.1800 or visit www.edcollaborative.com.

Business Outreach/Education



- 12 Community Development Newsletters
- Spanish Radio interviews with Police Department
- Local hotels special rate for public safety/medical industry
- Electronic billboards with Take Out Delivery message
- Downloadable “Open for Take Out/Delivery” signage

COVID-19 Business Support

Advocacy



Workforce & Labor Outreach/Education

- Federal, State, County, Non-Profits, and Local Agencies Responding (Unemployment Insurance, Pandemic Unemployment Assistance, Food, Housing, Healthcare)
- Assisted Oxnard residents with Unemployment Insurance claims
- Resources for Workers flyer: Unemployment Insurance, Disability and Paid Family Leave
- Emergency Director Orders
- Spanish Radio

RESOURCES FOR WORKERS

IMMEDIATE STEPS TO TAKE:

1. Apply for Unemployment



If you have lost hours or wages due to the impact of the coronavirus, file for unemployment benefits. Individuals can be paid benefits for the first week they are unemployed due to the coronavirus disaster.

2. Contact your Landlord or Mortgage Company



The City of Oxnard has prohibited evictions during the emergency due to non-payment of rent as a direct result of lost wages due to the coronavirus. Notify your landlord in writing of inability to pay full rent due to financial impacts of coronavirus, and provide documentation to support the claim, within 7 days after the date that rent is due.

Governor Newsom announced a 90-day grace period for mortgage payments.

RESOURCES:

Unemployment Benefits



The CARES Act provides an additional \$600 increase over an applicant's approved weekly benefit through July 31, 2020. Unemployment benefits have been extended for a period of 39 weeks. Contact the California Employment Development Dept. at <https://bit.ly/3a0tKVG> or call 1-800-300-5616.

9

By the Numbers:

2,500 Businesses Called by Phone

Recreation Department and Economic Development Efforts

500 Residents Assisted with Unemployment Insurance

(Answering Questions)

Economic Development Efforts

950 Reopening Business Flyers Distributed

55 Assisted In-Person Filing Unemployment Insurance Claims

Housing Department Efforts

650 Businesses Received Code Enforcement Education

12 Newsletters with 18,300 Newsletter Opens; 2,237

Facebook Reach

97 Businesses Assisted by Economic Development Collaborative,

8 Assisted by Women's Economic Ventures

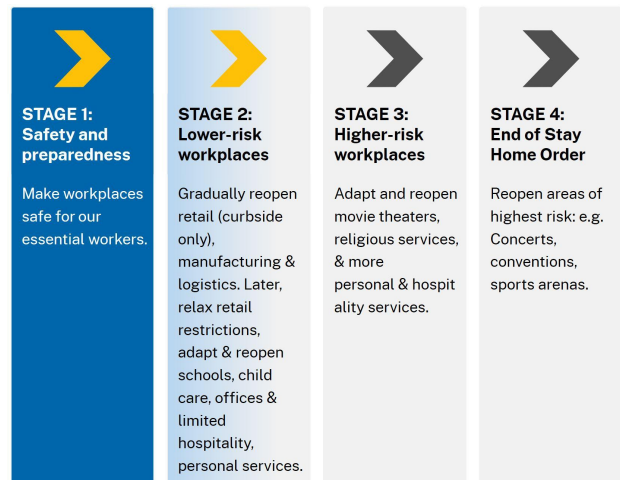
10

Early Stage 2, May 8, 2020

- Curbside retail, manufacturers, and logistics with modifications

Early Stage 2, May 13, 2020

- Childcare for those outside essential workforce
- Office-based businesses (telework strongly encouraged)
- Select services such as car washes, pet grooming and landscape gardening
- Outdoor museums, open gallery spaces, public spaces with modifications



11

VC Business Registration

VCREOPENS.COM

- Further Stage 2 Reopenings - May 16, 2020
 - Archery / Shooting Ranges
 - Equestrian Centers / Horseback Riding
 - Jet Ski / Boat / Bike Rentals
 - Remote Control Plane Clubs
 - Outdoor Photography
- Restaurants - Dine-in (pending when report went to print)

County and State Health & Safety Compliance Protocols

1. Review State Guidance
2. Complete detailed risk assessment
3. Complete written worksite-specific Prevention Plan and post
4. Implement prevention measures
5. Designate on-duty employee responsible for plan compliance
6. Complete the attestation form

THE CITY OF OXNARD COVID-19 | CORONAVIRUS COMMUNITY UPDATE **MAY 2020**

ATTENTION OXNARD BUSINESSES

You must follow the County of Ventura Public Health Order for re-opening and continuing business operations.

The City of Oxnard is here to support your business!

If you have any questions related to re-opening your business, contact City staff by email at communitydevelopment@oxnard.org, or by phone at (805) 646-6862. Hablamos español.

HOW TO START STAGE 2 RE-OPENING BUSINESSES AND CONTINUING OPERATIONS FOR OPEN BUSINESSES

1 DETERMINE IF YOU CAN OPEN
Retail stores, manufacturing and logistical sectors are allowed to reopen if they follow County and State health and safety protocols.

2 REVIEW AND COMPLY WITH YOUR INDUSTRY REQUIREMENTS
Visit www.vcreopens.com for business resources and planning templates. Review the published guidance and complete a detailed risk assessment of your business. Before you open, you must prepare a plan, and post the checklist for your industry to show customers and employees that you've reduced the risk and are open for business.

3 SELF-CERTIFY
You are required to complete an online self-certification form for Ventura County Public Health at www.vcemergency.com/business-attestation.

4 OPENING + CONTINUING OPERATIONS
Upon completing these steps, you may open for business. An official from either the County or the City may conduct a site visit. Businesses do not need to wait for an in-person visit before they can open.
If you are a business that is already permitted to be open and in operation, you are asked to review these requirements and confirm that you have met these requirements by certifying your business at www.vcemergency.com/business-attestation.

ADDITIONAL RESOURCES

City of Oxnard
Phone: (805) 616-6862
Email: communitydevelopment@oxnard.org
www.oxnard.org/development

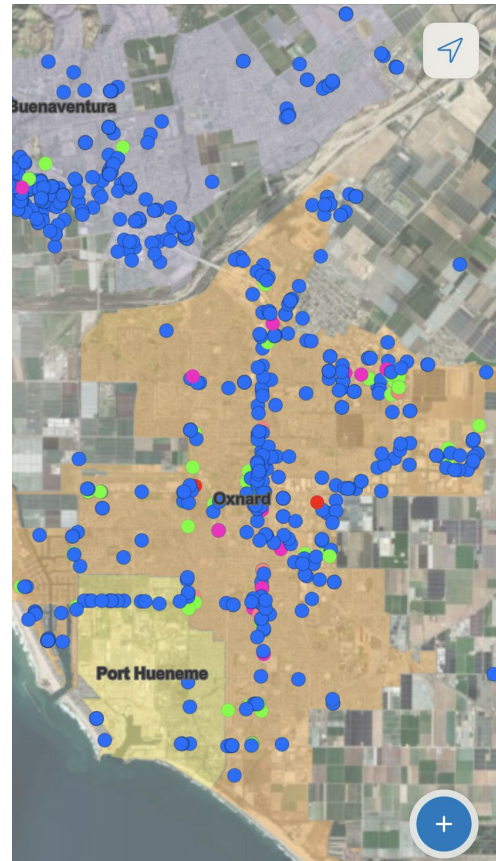
Ventura County COVID Business Compliance
Phone: (805) 212-1805
Email: COVIDcompliance@ventura.org
www.vcreopens.com

State of California
<https://covid19.ca.gov/>

13

County & City Ambassador Verification Visits

- Countywide App
- City is responsible for VCREOPENS verification
- As of May 18th, 450 Oxnard (non-restaurant) business have registered
- Code, Fire and County Environmental Health staff to visit each business and verify compliance with reopening protocols
- Current data to be provided during the Housing and Economic Development Committee meeting²⁰



14

Guidance

California Resilience Roadmap
Ventura County Public Health
Orders



Strategies

- Continue State and County Level Advocacy
- Business Protocols Education and Monitoring
- Ecommerce, Marketing, Online workshops for strategic planning
- Alternatives in bankruptcy system for liquidation, reorganization, and past due obligations
- Community Development Block Grant Funding
- Permanent electronic submittal, review and permit issuance practice

15



Discussion



**HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE
AGENDA REPORT**

**REPORTS
AGENDA ITEM NO. D.3**

DATE: May 26, 2020
TO: Housing and Economic Development Committee
FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org
SUBJECT: Mercy House Navigation Center Operating Contract and Oxnard Navigation Center. (10/5/5)

RECOMMENDATION

That the Housing and Economic Development Committee recommend the City Council:

1. Approve a Second Amendment to Agreement No. A-8194 with Mercy House to extend the operations of the Oxnard Navigation Center; and
2. Approve an Exclusive Negotiating Agreement (Agreement No. A-8122) with Community Development Partners for the development of a navigation center at 241 West Second Street.

BACKGROUND

The Oxnard Housing Department operates the City’s Homeless Assistance Programs which engage with local partners to offer services to the homeless population in Oxnard. Oxnard’s Homeless Assistance Services Division operates with a staff of one and we are now at the final stages of recruiting for that position (Homeless Assistance Program Coordinator). Once the Homeless Assistance Program Coordinator is on board, we have the opportunity to restructure the homeless programs including drafting a “Housing First” implementation plan.

Staff proposes to offer a complete update on the Homeless Assistance Program at a September meeting of the Housing and Economic Development Committee. Inclusive in that update will be the Oxnard Housing Authority’s homeless preference, street outreach efforts through a contract with Salvation Army, the County of Ventura “Project RoomKey” which offers hotel rooms for homeless persons that have contracted or are highly vulnerable to COVID-19, and siting of a location for the Ventura County Health Care Agency and its Backpack Medicine One Stop day drop-in center program.

Mercy House and Operating the Oxnard Navigation Center

In 2018, Mercy House (Mercy) was procured by the County of Ventura in coordination with the Cities of Ventura and Oxnard with the intent of operating a navigation center to be developed in each city. The request for proposals sought a homeless shelter operator with experience managing a low barrier navigation center following the principles of “Housing First”. The review team, which included representatives from the City of Oxnard, unanimously selected Mercy House from a list of three total respondents including Volunteers of America and Salvation Army. Mercy now operates navigation centers in Ventura and Oxnard.

Mercy, a non-profit organization, was founded in 1988 to provide housing and comprehensive supportive services for a variety of homeless populations which includes families, adult men and women, mothers and their children, persons living with HIV and AIDS, individuals overcoming substance addictions, and some who are physically and mentally disabled. Mercy strives to assist residents in the areas of economic, emotional, and spiritual well-being in order to enhance self-esteem and a sense of personal pride. They value accountability, integrity, and self-sufficiency. The dignity of the individual person and the corresponding respect that follows is the guiding principle of Mercy's service to the homeless person and their goal is simple: to end the cycle of homelessness of those who enter our system of care.

Mercy has been contracted to operate the 110-bed, twenty-four-hour shelter at the former National Guard Armory on K Street since May of 2019. The shelter provides a safe place to sleep, shelter from the elements, meals, and sanitation and related services for individuals experiencing homelessness. The current agreement with Mercy runs through June 30, 2020.

The onset of the COVID-19 public health emergency required the City and Mercy to make immediate modifications in the operation of the shelter. The former Armory facility did not have sufficient space for the 110 beds to be deployed in such a way as to meet the social distancing requirements necessary to address the public health orders. Therefore, since the Police Athletic League (PAL) was shut down due to COVID-19, staff in cooperation with Mercy transferred seventy-eight of the 110 beds to the PAL. This required Mercy House to hire additional staff and security resources to operate both the Armory and PAL locations. Operating multiple sites will continue for as long as public health social distancing regulations require spatial dispersal of beds. The City amended the contract on April 21, 2020 for the operation of the PAL facility to allow for social distancing. Funding for the operations of the Armory facility are currently paid from Measure O and State Homeless Emergency Aid Program funds. The general fund does not contribute to the operation of the navigation center nor is the general fund projected to be a future funding source for the navigation center.

Negotiations are ongoing between the City and Mercy for an extension of a navigation center operating agreement into Fiscal Year 2020-21. Staff proposes a combination of Measure O and State Homeless Housing Assistance and Prevention Program as funding sources for the FY 2020-21 contract. Staff anticipates that the agreement will include funding for continued operations at multiple navigation sites due to COVID-19.

The increased expenses resulting from compliance with the COVID-19 emergency public health regulations will continue to be monitored and tracked separately from regular operating expenses. The City will seek all available resources (including Federal Emergency Management Agency, State of California, and County of Ventura funding sources) to obtain maximum reimbursement for COVID-19 related expenditures.

The draft Mercy agreement is attached. The proposed agreement remains in draft form pending funding agreements for the use of Homeless Housing Assistance and Prevention Program, but will be substantially similar to the existing agreement where the navigation center will remain at the Armory on K Street and operated by Mercy House in a low barrier standard. Staff is seeking direction from the Housing and Economic Development Committee to finalize the draft agreement and present it to the full City Council for approval.

Proposed Future Navigation Center

The Oxnard Housing Department is proposing to build a mixed-use development at the northeast corner of Second Street and B Street. The proposed development would include a permanent 110-bed overnight homeless shelter and navigation center that includes supportive services as well as fifty-six units of permanent supportive housing.

The proposed site includes an approximately 21,000 square feet of City owned property currently improved with a building that has been vacant for approximately ten years. The property was formerly occupied by the City of Oxnard Code Compliance Division. Early renditions of this project included purchasing a private property located north of the City owned property. However, Housing Department staff was unable to reach an agreement with the private property owner, therefore, the Housing Department is no longer seeking to acquire that parcel. Despite not being able to acquire the private property, development of a 110-bed twenty-four-hour shelter, navigation center, and permanent supportive housing units can occur on the City owned property. Not acquiring the private property reduces the available onsite parking from sixteen spaces to ten spaces and eliminates the option to include a recuperative care function on-site.

Housing staff hosted community presentations regarding the proposed navigation center development at several community meetings to engage with residents including a Wilson Neighborhood Meeting held on February 2, 2020, a Town Hall Meeting hosted by the Housing Department on February 11, 2020, and a Community Meeting hosted by All Saints Church on February 27, 2020. Presentations for business owners and area stakeholders were held on January 22, 2020, at the Downtown Oxnard Board Meeting and on March 3, 2020, at a meeting hosted by Dignity Health in Oxnard. The item was presented to the Commission on Homelessness on March 2, 2020. A member of the Commission made a motion to object to the navigation center location. The motion failed. Due to COVID-19 the navigation center has not been presented again to the Commission but staff will continue to seek their input and recommendation on development of the navigation center.

The various community meetings identified several local area stakeholders (business owners and residents) that both oppose and support the proposed navigation center development at Second and B Streets. Support for the navigation center from businesses and residents is based on the navigation center assisting in managing the impacts of homelessness and taking this opportunity to build a much needed permanent navigation center.

The next step in the project is for the Housing Department to seek City Council authorization to enter into an Exclusive Negotiating Agreement (ENA). An ENA is necessary to establish a negotiating period and to allow Housing Department staff enter into negotiations to determine the terms for development of the site. Terms would include restricting the long-term use of the property as a mixed-use navigation center development and ensuring that the City retains its approval authority on the design and management of the project. Retaining this approval authority will ensure that the mixed-use navigation center development will further the City's vision for Downtown and that it is properly managed. The agreement would also include provisions requiring that the property revert back to the City if the developer does not advance the project in a timely manner pursuant to the terms of the agreement.

Staff is recommending an ENA Community Development Partners (CDP). CDP is the established development partner for Mercy. Mercy was procured through a Request for Proposals and will continue to operate the Oxnard Navigation Center, therefore we seek to work with their established development partner, CDP. Mercy and CDP have successfully partnered on several occasions to serve the needs of homelessness. CDP has extensive experience in procuring the projected sources of funding needed for the proposed navigation center.

The requested action for City Council will only authorize the City to negotiate with CDP, it does not provide authorization to execute a Development and Disposition Agreement with CDP. The Housing Department will return to council for authorization to execute any future agreements. If the City Council ultimately approves a Disposition and Development Agreement with CDP, the City would partner with CD for the development of this project and Mercy House for the operation of the navigation center.

The current proposal, described above, estimates a total development budget of approximately \$32,000,000. Of that amount, the City would contribute improved real property valued at \$1,000,000 plus \$1,500,000 of affordable housing restricted funds. This development estimate includes a 110-bed homeless shelter and navigation center and fifty-six units of permanent supportive housing. This estimate includes the space for the navigation center, but it does not include the build-out costs/tenant improvements for this space. The estimated development budget includes the following projected source of funds:

\$12,983,791 Private Investor Equity
\$ 9,343,254 Private Debt
\$ 6,496,100 State No Place Like Home Program
\$ 468,389 Deferred Developer Fee
\$ 1,500,000 Local Contribution
\$ 1,000,000 City of Oxnard Land Contribution

The estimated \$1,500,000 proposed contribution from the City of Oxnard is to be assembled from Measure O, Federal HOME grant funds, State Permanent Local Housing Allocation grant funds and federal rental assistance vouchers. The County of Ventura will also contribute funding for the navigation center build-out, which has yet to be determined. While staff is not aware of the sources of funds to be contributed from the County of Ventura, the County has reaffirmed their pledge to contribute to the development of a navigation center and homeless shelter.

The proposed development schedule is:
Receive Entitlements - Fall 2020
Oxnard Project Based Vouchers - Winter 2020
Financing Approvals - October 2021
Begin Construction - April 2022
Occupancy - July 2023

Attached is a draft of the proposed Exclusive Negotiating Agreement. Staff is seeking direction from the Housing and Economic Development Committee to finalize the draft agreement and present it to the full City Council for approval.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy, to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard.
Goal 2. Address homelessness through the development and implementation of a multi-tiered strategy.

FINANCIAL IMPACT

There is no financial impact associated with this report, however, staff anticipates returning to Council this fiscal year for a contract extension and funding for the Mercy House contract.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. A-8194 - Second Amendment to Agreement for Professional Services
2. A-8122 Exclusive Negotiation Agreement
3. Oxnard Homeless Update Presentation

**SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
DRAFT OF 5/13/2020 12:15 P.M.**

This **Second Amendment (“Second Amendment”)** to the Agreement for Professional Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2020, by and between the City of Oxnard, a municipal corporation (“City”), and Mercy House (“Consultant”). This Second Amendment amends the Agreement entered into on January 1, 2020, by City and Consultant, **and subsequently amended by the First Amendment entered into on March __, 2020.**

City and Consultant agree as follows:

1. **The “Agreement Ending Date” in Section 5 of the Cover Page of the Agreement is hereby amended to now read “Agreement Ending Date: December 31, 2020.”**
2. The “Total Agreement Amount” in Section 6 of the Cover Page of the Agreement is hereby amended to now read **“Not to exceed \$_____”**.
3. **The “Scope of Services Exhibit” is hereby amended to read as follows:**

Consultant will provide homeless shelter services to the City of Oxnard at the current shelter location at 351 South K Street in Oxnard from January 1, 2020 through **December 31, 2020**. The specific areas in which the Consultant will provide services are (1) Operate and manage homeless shelter 24 hours a day, seven days a week. (2) Provide supervision of shelter managers and staff. (3) Deliver quality homeless shelter services for up to 110 participants per day; (4) Work effectively with City and neighboring jurisdictions to ensure needs and services are coordinated. (5) Work closely with City to improve indoor ADA accessibility and other needed indoor capital improvements at the shelter campus; (6) collaborate with the City of Oxnard and the County of Ventura in the development of a tri-partite agreement governing the operation of the future permanent year-round shelter; and (7) Develop a program and engage in fund-development for the future permanent year-round shelter operation. These areas are detailed with more specificity below:

Shelter Operations: The services provided by Consultant will include the following deliverables:

- Consultant will provide three meals (one hot meal) per day, a shower and clean bed for shelter participants (facility currently has 110 beds).
- Consultant will work with case managers, housing navigators, and local homeless social service agency staff to assist shelter participants.
- Consultant will provide 24 hour security service and work to minimize negative impacts within 500 ft. of shelter facility due to any activity conducted by shelter participants or other homeless persons.

- Consultant will employ the necessary staffing to ensure shelter operations provide quality services and hospitality at all times.
- Consultant will maintain a clean, healthy and sanitary shelter facility at all times.
- Consultant will provide storage of acceptable personal belongings; and storage of acceptable material donations, which will be used for the benefit of shelter participants' health, hygiene and personal well-being.
- Consultant will allow personal pets or service animal into the shelter when it can be done in a way that will ensure that the safety of all shelter staff and participants is not threatened.
- Consultant will work with City to identify any and all issues that will need to be addressed before Consultant transitions the Oxnard Navigation Center into a permanent shelter operation under Consultant's management.
- Consultant will provide laundry service for bedding lines, towels, and client clothing, at an on-site facility which has been established for this purpose.

City **has provided** Consultant, free of charge, a 10-passenger transport vehicle, in good working order, which Consultant shall utilize for the purpose of transporting shelter clients to and from appointments and other necessary destinations during the duration of this Agreement. Consultant shall be responsible for license, registration, insurance, maintenance, and other operating costs.

Provisions for modified operations during COVID-19 emergency: Effective March 22, 2020, City shall provide, and Consultant shall operate, a second location to which a sufficient number of shelter beds can be re-located in order to disperse the 110 shelter beds and achieve the necessary spatial separation required to comply with the social distancing mandates of the appropriate emergency and public health authorities. That additional facility is currently located at the Police Athletic League building, 350 South K Street, and may be re-located to another appropriate location as designated by City. The parties recognize that providing these services at two or more locations causes Consultant to incur additional costs. Consultant shall separately track any and all expenditures incurred which are the result of responding to the COVID-19 pandemic, and shall provide a report to City, on a monthly basis, detailing such expenditures. Consultant shall continue to operate at the multiple locations for the duration of the emergency, for as long as deemed necessary by City, and City shall compensate Consultant for such additional costs as set forth in the Rates and Costs Exhibit, and particularly described therein as "COVID-19 Additional Contingency Costs".

Capital Improvements and Accessibility Modifications: City and Consultant acknowledge that (1) the future permanent year-round shelter is anticipated to be operated at another site in the City of Oxnard; (2) Consultant has been selected as the operator of that future permanent year-round shelter; (3) Consultant agrees to provide input and design recommendations, to both the City and to any professional architectural and engineering firms retained by the

City, and to be involved in the pre-development phase to determine the type of design elements that are desirable to be incorporated into the permanent shelter; and (4) the current K Street site requires certain capital improvements and accessibility modifications in order to increase its suitability for the permanent shelter operation.

Consultant shall be responsible for ongoing rental cost of such restroom and shower facilities for the duration of this agreement. **City shall be responsible for the cost of any additional restroom and shower facilities which are necessary due to the requirements to modify operations during the COVID-19 emergency.**

Fund Development: The parties recognize that additional funding resources will be needed in order to ensure sufficient resources and optimum funding for the future permanent-year found shelter. Consultant will work with the City on developing a Fund Development plan, and shall coordinate with City in applying for grants, which may be applied for jointly or by either party, as deemed most appropriate for each particular grant.

Term of Agreement: January 1, 2020 to **December 31, 2020.**

Compensation: As set forth in Rates and Compensation Exhibit (attached).

4. **The “Rates and Costs Exhibit” is hereby amended to read as follows:**

Compensation: For the term of this agreement, Consultant shall be compensated a not-to-exceed total of \$ _____, calculated as follows:

| | | |
|--|-----------------------|---|
| | \$1,186,560.00 | |
| | + _____ | (single-site operating cost for July-December 2020) |
| | + _____ | (COVID-19 Additional Contingency Costs, for period from 3/22/20 through 12/31/20) |

The above compensation shall consist of the following elements:

| | | |
|--|----------|--|
| | \$ _____ | (single site operating cost for 12 month period) |
| | \$ _____ | (COVID-19 Additional Contingency Costs for the 285 days from 3/22/20 through 12/31/20) |

Terms of Payment: Consultant shall invoice City on a monthly basis, in the amount of \$197,760.00 per month for the single-site operating cost. In

addition, Consultant shall invoice City separately for the COVID-19 Additional Contingency Costs on the basis of \$_____ per month for each month that Consultant is required to operate at multiple sites, as set forth in the “Provisions for Modified Operations during COVID-19 Emergency” section of the Scope of Services.

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

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

CITY OF OXNARD

MERCY HOUSE

Tim Flynn, Mayor

Date

Larry Haynes, Executive Director

Date

ATTEST:

Michelle Ascension, City Clerk
Date

Date

Patti Long, Associate Director

APPROVED AS TO FORM:

Stephen M. Fischer, City
Attorney

Date

EXCLUSIVE NEGOTIATION AGREEMENT

This Exclusive Negotiation Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, effective this _____ day of _____, 2020, by and between the City of Oxnard, a California municipal corporation (“City”) and CDP Developers LLC (together with its assigns, “Developer”).

RECITALS

- A. The City is and intends to be the owner, directly or indirectly, of a specific parcel located in downtown Oxnard that is generally described herein and in Exhibit A, which is attached hereto and incorporated herein by this reference, referred to as the “Property”.
- B. The Developer wishes to pursue the development of the Property as a high-quality mixed-use project that is expected to include a Navigation Center, Permanent Supportive Housing, and Administrative Office Space.
- C. Pursuant to the terms of the Agreement, the City wishes to grant an arrangement for an exclusive period of time for the Developer to consider the development of the Property and to negotiate necessary agreements with the City for the acquisition and subsequent development of the Property.

NOW, THEREFORE, in consideration of the foregoing Recitals which are hereby incorporated into the operative provisions of this Agreement by this reference and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer agree as follows:

- 1) Exclusive Negotiation Regarding the Property
 - a) The City and the Developer agree to negotiate in good faith for a period beginning on the date of this Agreement and ending twelve (12) months thereafter (subject to two possible extensions as provided in Section 2 below), hereafter, the “Negotiation Period,” regarding the Developer’s acquisition and development of the Property for the mixed-use development described herein in downtown Oxnard. The parties agree that the objective of their negotiations is to discuss and prepare a Disposition and Development Agreement (“DDA”) or other appropriate agreement(s) to be considered for execution between City and Developer, in the manner set forth herein, with respect to the acquisition and development of the property. The negotiations will include discussions concerning the terms of the DDA, the Navigation Center, supportive services, administrative office space, parking, and permanent supportive housing for the proposed development. The City does not make any commitment regarding:

- i) whether the City will enter into a DDA with the Developer ; or
 - ii) whether the City will make the finding necessary for the disposition of publicly owned property.
- b) During the Negotiation Period, the Developer shall complete certain predevelopment studies and activities related to the acquisition and development of the Property, which predevelopment studies and activities are expected to include (but are not limited to) the following:
- i) Document how the Developer’s proposed development is consistent with the City’s Downtown Oxnard Vision and Downtown Development Code and how Developer’s proposed development will assist households experiencing homelessness in Oxnard;
 - ii) Prepare site plan, renderings and designs for the project that is proposed to be constructed on the Property that incorporates City Staff and Community feedback;
 - iii) Thirty-year pro-forma (including sources and uses), development budget, and a clear request of the form and amount of subsidy needed from the City of Oxnard.
 - iv) Prepare a detailed, anticipated development schedule identifying timeline for securing all funding sources, obtaining required entitlements, the start and end of construction/receipt of certificates of occupancy, and the start/end of lease-up for the permanent supportive housing units. Construction completion is anticipated to occur no later than July 2023.
 - v) Negotiate with the City for the acquisition of the Property and preparation of a DDA.
- c) Nothing herein is intended to prohibit the City from furnishing any information concerning the Property which it may be required by law to furnish or which it would otherwise normally furnish to persons requesting information concerning the City’s activities, goals and matters of a similar nature.
- d) The City agrees that, to the fullest extent permitted by applicable law, the Developer shall be and hereby is granted an exclusive role as “developer” for the Property for the purposes described herein for the Negotiation Period. In furtherance of the foregoing, during the term of this Agreement, the City agrees not to engage another person or entity as “developer” (or any similar role) or to cause or allow any such engagement with respect to the Property for the purposes described herein.

- 2) Extension of Agreement. The parties may extend the Negotiation Period for up to one (12) month extension by an agreement in writing executed by the Developer and the City Manager. The City Manager is not obligated to extend the Negotiation Period, but shall consider in his/her sole discretion whether to do so based upon Developer's progress with respect to the activities undertaken pursuant to Section 1(b) above and the progress of negotiations. Any such extensions executed by the City Manager do not require further approval from the City Council.
- 3) Limitation on Remedies for Breach or Default and Release of Claims
- a) The City would not have agreed to any part of this Agreement if they or their respective officers, officials, employees and agents were collectively or separately liable to the Developer for any amount of monetary damages or other remedies except as expressly set forth herein. Accordingly, the Developer acknowledges and agrees that except as provided in Section 3(c) below, the Developer's exclusive right and remedy upon any breach or default of the City to negotiate in good faith as set forth in this Agreement is to terminate this Agreement. The Developer acknowledges that it is aware of the meaning and legal effect of California Civil Code Section 1542, which provides:
- "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him would have materially affected his settlement with the debtor."
- b) Civil Code Section 1542 notwithstanding, it is the parties' intention to be bound by the limitation on remedies set forth in this Section, and the Developer hereby releases to the fullest extent permitted by applicable law any and all claims against the City and its respective officers, officials, employees and agents for monetary damages or other legal or equitable relief, whether or not such released claims were known or unknown to the Developer as of its entry into this Agreement. The Developer hereby waives the benefits of Civil Code Section 1542 and all other statutes and judicial decisions (whether state or federal) of similar effect.
- c) Notwithstanding anything in this Section 3 to the contrary, the Developer shall be entitled to equitable relief in the form of specific performance upon any breach or default of the City to negotiate in good faith as set forth in this Agreement. In furtherance of the foregoing, the parties agree this Agreement touches and concerns real property (in the form of the Property) and that specific performance is an intended remedy hereunder to the fullest extent permitted by applicable law. The parties understand, acknowledge and agree the Developer has relied on the availability of specific performance as a material inducement to enter into and perform its obligations as set forth in this Agreement.

- 4) Notices, Demands and Communications between the Parties. Formal notices, demands and communications between the City and the Developer shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, an overnight mail service (with signature for delivery required) or by courier not affiliated with the sender at the cost of the sending party with written evidence of receipt, to the principal offices of the City or the Developer as designated below. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate, by mail as provided in this Section.

If to City:

City of Oxnard
435 South D Street
Oxnard, California 93030
Attn: Housing Director

With a copy to:

City Attorney's Office
City of Oxnard
305 W. Third Street
Oxnard, California 93030
Attn: City Attorney and General Counsel

If to Developer:

3416 Via Oporto, Suite 301
Newport Beach, CA 92663
Attn: Kyle Paine

- 5) Access and Information. Developer and its agents or representatives shall have the right to enter upon the Property at any reasonable time and with a minimum of 24 hours prior notice during the term of this Agreement for any lawful purpose in furtherance of the feasibility analysis or development of the Property including, without limitation, verification of information, and conducting investigations, tests and studies. Upon Developer's request, the City shall promptly furnish to Developer all material information within its possession or control concerning the Property, including without limitation, copies of all topographical surveys, environmental reports, engineering studies, soil-bearing test data, and any similar reports and studies with respect to the Property. Developer shall indemnify, defend and hold the City harmless from any and all third-party claims, demands, losses, actions, liabilities, causes of action or judgments, including reasonable attorney's fees, which the City may incur or be required to pay by reason of Developer's entry onto the Property and activities conducted thereon by Developer or its agents, employees, contractors or consultants, including, without limitation,

any damages, injury or death to any person or property suffered by any person, firm or corporation, except that Developer shall have no indemnification obligation with respect to damages, injury or death caused or sustained by any person or entity acting on behalf or under the authority of the City or on account of any negligence on the part of any such person or entity. Notwithstanding any other provision of this Agreement, Developer shall have no liability to the City or any other party by reason of, nor shall Developer have any duty to indemnify, defend or hold any person harmless from or against, any claim, demand, damage, loss, action, liability, cause of action or judgment, including without limitation, any claim for diminution in value of the sites or for environment remediation or clean-up costs, arising out of or in connection with the mere fact of having discovered and/or reported any adverse physical condition, title condition or other condition or defect with respect to the Property. Any failure by the Developer to perform any such obligation on account of lack of necessary access shall not, in and of itself, constitute a default on the part of the Developer hereunder and the City shall not be entitled to any indemnification on account thereof.

6) Authority to Sign. The Developer hereby represents and warrants that the individuals executing this Agreement on behalf of the Developer have full authority to do so and to bind the Developer to perform pursuant to the terms and conditions of this Agreement.

7) Miscellaneous Provisions

a) The parties shall generally cooperate with each other and supply such documents and information as may be reasonably requested by the other to facilitate the conduct of the negotiations and the performance of the activities undertaken pursuant to Section 1(b) above.

b) This Agreement is for the sole purpose of agreeing to an exclusive arrangement with the Developer for a period of exclusive negotiations. The City shall prepare such public notices and schedule such public hearings, in accordance with applicable law, as may be necessary for the consideration by the City of any terms which may be agreed upon between the City staff and the Developer. The Developer expressly acknowledges and agrees that the City will not and cannot be bound by any statement, promise or representation made by City staff during the course of negotiations of an agreement and that the City may be legally bound only upon the subsequent approval of the agreement(s) by the City Council, as applicable and appropriate, in accordance with applicable law; provided that the City represents and warrants that extensions of this Agreement pursuant to Section 2 above may be entered into by the City Manager as described therein.

c) In the event the parties fail to execute one or more agreements regarding the acquisition of the Property and the development thereof (which may be

the DDA), the parties shall not have any obligations or duties hereunder and no liability whatsoever.

- d) The Developer expressly acknowledges and agrees that by entering into this Agreement the City has not agreed to fund, subsidize or otherwise assist the Developer in connection with the proposed development of the Property.
- e) The Developer expressly acknowledges and agrees that the City will not be exercising their respective powers or eminent domain for the acquisition of any properties adjacent to the Property.
- f) By agreeing to enter into this Agreement, the City is not committing or agreeing to undertake any acts or activities requiring the subsequent independent exercise of discretion by the City Council.
- g) Upon request by the City not more often than monthly, the Developer shall deliver to the Housing Director or his designee, without cost or expense to the City, copies of all plans, reports, studies or investigations prepared by or on behalf of the Developer with respect to the Property. The Developer shall indemnify, defend and hold the City, and its respective officers, officials, employee and agents harmless from any liabilities, including, without limitation, reasonable attorneys' fees and expenses, for payment of, or arising out of nonpayment of the cost of preparing the plans, reports, studies or investigations.
- h) This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement.
- i) The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- j) This Agreement and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.
- k) No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.
- l) All parties to this Agreement declare that, prior to the execution of this Agreement, they have informed themselves of sufficient relevant data, either through experts or other sources of their own selection, and have sought and obtained legal counsel, in order that they might intelligently exercise their own judgment in evaluating the contents of this Agreement

and making the decision to execute it. The parties each represent and acknowledge that in executing this Agreement, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this Agreement or their respective legal counsel with regard to the subject matter, basis or effect of this Agreement.

- m) The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against any party, as each party has participated in the drafting of this Agreement and has had its legal counsel review it. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural, and vice versa.
- n) This Agreement shall be binding on and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.
- o) The validity and interpretation of this Agreement shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.
- p) All individuals executing this and other documents on behalf of the parties certify and warrant that they have the capacity and have been duly authorized to so execute the documents on behalf of the entity so indicated.
- q) Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.
- r) Any provision of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- s) No amendment, change, or addition to, or waiver of termination of, this Agreement or any part hereof shall be valid unless in writing and signed by the City and the Developer.
- t) The parties understand, acknowledge and agree that the proposed development plan for the Property as described herein is (1) highly complex and involves elements of risk, not all of which can be eliminated or mitigated, and (2) evolving and will continue to evolve. Notably, site control for the Property has yet to be conclusively established and such site control may or may not (as is to be decided by the City) involve transfers, assignments, sales and conveyances to or through a housing trust entity whose identity will be confirmed by the City at a future date during the Negotiation Period (the "Housing Trust"). Should the City decide to utilize a Housing Trust for purposes of holding fee title to the Property or otherwise, this Agreement shall be read and interpreted as deemed necessary or

desirable to give effect to such involvement of the Housing Trust while honoring and protecting the respective objectives of the City and the Developer hereunder. In furtherance of the foregoing, the parties hereto agree that the Housing Trust may be required to lease, for nominal rent, or donate or cause the donation of the Property to the Developer or one or more special purpose entities formed exclusively for the sole purpose of facilitating the development of the project as contemplated by this Agreement.

The City and the Developer acknowledge that, in entering into and performing under this Agreement, each is acting as an independent entity and not as an agent of the other in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed as making the City and the Developer joint venturers, partners or employer/employee.

//
DRAFT

//

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any action to enforce this Agreement shall only be brought and maintained in the Ventura County Superior Court.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date first written above.

CITY OF OXNARD

By: _____

ATTEST:

By: _____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

By: _____
Stephen Fischer, City Attorney

CDP Developers, LLC, a California Limited Liability Company

By: _____
Eric Paine, Manager

Exhibit A

Lot 9, 10, and 11 of Block 12 of the Revised Map of the North Addition of the Town of Oxnard as recorded in miscellaneous records, book 5, page 12 in the County of Ventura.

APNs: 202-0-054-080 and 202-0-054-070

DRAFT

OXNARD NAVIGATION CENTERS AND MERCY HOUSE NAVIGATION CENTER OPERATING CONTRACT

City of Oxnard Housing Department

Housing and Economic Development Committee
May 26, 2020



OXNARD HOMELESS ASSISTANCE

Future Update will Include:

1. Navigation Center Progress
2. Oxnard Housing Authority's homeless preference
3. Street Outreach
4. "Project RoomKey"
5. One Stop



MERCY HOUSE

1. County Request for Proposal sought a homeless shelter operator with experience managing a low barrier navigation center following the principles of “Housing First”.
2. Coordination with the Cities of Ventura and Oxnard with the intent of operating a navigation center to be developed in each city.
3. In 2018, Mercy was procured by the County of Ventura.



3

OPERATING THE OXNARD NAVIGATION CENTER



4

IMPACT OF COVID-19 EMERGENCY



5

MERCY HOUSE CONTRACT

1. Current Agreement expires June 30, 2020.
2. Agreement to include contingencies to continue to operate the two-sites due to COVID-19 protocols.
3. Total contract amount still being negotiated.
4. Funding through state and county grants and Measure O.



6

PROPOSED FUTURE NAVIGATION CENTER



PROPOSED FUTURE NAVIGATION CENTER

PROJECT SUMMARY

- SITE AREA: +/- .48 ACRES
- TOTAL UNITS: 56 DU
- NET DENSITY: 117 DU/AC
- BUILDING: 5 STORIES
- BUILDING HEIGHT: +/- 60 FT
- BUILDING TYPE: PODIUM TYPE V OVER TYPE I
- LEASING & SERVICES: +/- 2,100 SF
- SHELTER: +/- 13,470 S.F.
- NET RENTABLE: +/- 32,160 SF
- AVE. UNIT S.F.: +/- 574 SF

UNIT SUMMARY

| | | | |
|--------|----------------|----------|--------|
| 1BR | (+/- 540 S.F.) | 44 UNITS | (78%) |
| 2BR | (+/- 700 S.F.) | 12 UNITS | (22%) |
| TOTAL: | | 56 UNITS | (100%) |

PARKING SUMMARY

| | | |
|-------------------------------|-------------|-----------|
| COMM. PARKING REQUIRED: | 1 / 1000 SF | 14 SPACES |
| RESIDENTIAL PARKING REQUIRED: | | 0 SPACES |
| TOTAL: | | 14 SPACES |
| PARKING PROVIDED: | | 10 SPACES |
| ON-SITE: | | 10 SPACES |
| OFF-SITE: | | 25 SPACES |




OXNARD PSH & SHELTER CONCEPTUAL SITE PLAN - SCHEME B



NAVIGATION CENTER OUTREACH

1. Downtown Oxnard Board Meeting on January 22, 2020.
2. Wilson Neighborhood Meeting held on February 2, 2020.
3. Town Hall Meeting hosted by the Housing Department on February 11, 2020.
4. Community Meeting hosted by All Saints Church on February 27, 2020.
5. Presented to the Commission on Homelessness on March 2, 2020.
6. March 3, 2020 meeting hosted by Dignity Health in Oxnard.




9

PROPOSED FUTURE NAVIGATION CENTER

Estimated Development Cost: \$ 31,791,462

| Funding Source | Funding Amount |
|----------------------------------|----------------|
| Private Investor Equity | \$12,983,719 |
| Private Debt | \$9,343,254 |
| State No Place Like Home Program | \$6,496,100 |
| Deferred Developer Fee | \$468,389 |
| Local of Ventura Contribution | \$1,500,000 |
| City Land Contribution | \$1,000,000 |

* Additional costs will apply for building out the shelter.



10

PROPOSED FUTURE NAVIGATION CENTER

| DEVELOPMENT SCHEDULE | |
|-----------------------------------|--------------|
| Receive Entitlements | Fall 2020 |
| Oxnard Project Based Vouchers | Winter 2020 |
| Award of NPLH Funding | June 2021 |
| Award of 4% Tax Credit Allocation | October 2021 |
| Begin Construction | April 2022 |
| Complete Construction | July 2023 |

*Council Action on June 16, 2020 for an Exclusive Negotiating Agreement



11

Exclusive Negotiating Agreement

1. Establish a negotiating period to determine the terms for development of the Site.
 - restricting use of the property
 - ensure that the City retains its approval authority on the design and management of the project to further the City's vision for Downtown and that it is properly managed.
2. Staff is recommending an ENA Community Development Partners (CDP).
 - CDP



12

RECOMMENDATIONS

That the Housing and Economic Development Committee:

1. Recommend that the City Council approve an agreement with Mercy House to extend the operations of the Oxnard Navigation Center; and
2. Recommend that the City Council approve an Exclusive Negotiating Agreement with Community Development Partners for the development of a navigation center at 241 West Second Street.



13

QUESTIONS?

