

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.



AMENDED AGENDA
(Items J-7, J-8, K-2, K-3, & K-4 revised;
New Items J-13, J-14, & J-15 added – 5/28/20)

OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
June 2, 2020
Regular Meeting - 5:00 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 3:00 p.m. on the day of the meeting. Please identify the meeting date and agenda item in the 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.

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. OPENING CEREMONIES (5:00 PM)

Pledge of allegiance to the flag of the United States.

C. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating June 5, 2020 as "National Gun Violence Awareness Day."

D. APPOINTMENT ITEMS

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.

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)

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

E. 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 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 three 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/ 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the May 19, 2020 regular meeting as presented.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

2. City Clerk Department

SUBJECT: Adoption of Ordinance No. 2978, Authorizing Electronic Filing of Campaign Disclosure Statements.

RECOMMENDATION: That the City Council adopt Ordinance No. 2978 (by title only, further reading waived), adding subsection (C) “Electronic Filing of Campaign Disclosure Statements” to Section 2-247 of the Oxnard City Code to make the necessary findings and adopt regulations allowing for the electronic and paperless filing of Campaign Finance Disclosure forms.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

3. City Clerk Department

SUBJECT: Adoption of Resolutions Calling 2020 General Municipal Election.

RECOMMENDATION: That the City Council:

1. Adopt a resolution calling and giving notice of a municipal general election to be held on November 3, 2020, for the election of certain officers; consenting to and requesting election consolidation with the County of Ventura; requesting the County Clerk to render services and supplies; and authorizing the Board of Supervisors to canvass the returns; and
2. Adopt a resolution establishing rules to govern submission by candidates of Candidate Statements.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

4. Billing and Licensing Department

SUBJECT: Second Amendment to Agreement for Utility Bill and Business Tax Form Printing, Inserting and Mailing Services.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute an amendment to the agreement with InfoSend, Inc. for printing, inserting and mailing services (Agreement No. A-7828) to increase the amount by \$298,500, resulting in a total contract amount of \$1,822,423, and extend the expiration date for one year to June 30, 2021.

Legislative Body: City Council

Contact: Eden Alomeri, (805) 385-7811

5. Community Development Department

SUBJECT: California Department of Housing and Community Development (HCD) Local Early Action Planning (LEAP) Grant Program Application.

RECOMMENDATION: That the City Council:

1. Adopt a resolution authorizing the City Manager or designee to submit an application for \$500,000 in LEAP grant program funds (no City match required) to evaluate housing development opportunities along the Oxnard Boulevard/Saviors Road corridors, and complete the environmental review for the 2021-2029 Housing Element and related actions;
2. Authorize the City Manager or designee to accept the LEAP grant upon award; and
3. Authorize an administrative budget adjustment by the Chief Financial Officer (CFO) upon award of the grant.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

6. Community Development Department

SUBJECT: Adoption of Ordinance No. 2979 and Ordinance No. 2980 Revision of Existing Fees and Adoption of New Fees Related to Development Impact Fees and the Affordable Housing In-Lieu Fee

and Inclusionary Housing Ordinance Amendments.

RECOMMENDATION: That the City Council adopts Ordinance No. 2979 and Ordinance No. 2980 (read by title only, waiving further reading) approving the revision of existing fees and adoption of new fees related to Development Impact Fees and the Affordable Housing In-Lieu Fee and Inclusionary Housing ordinance amendments.

Legislative Body: City Council

Contact: Jeffrey Lambert, Darwin Base, (805) 385-7882, (805) 385-7700

7. Cultural & Community Services Department

SUBJECT: Oxnard School District After School Education and Safety Grant. **(REVISED)**

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement (A-8217) with the Oxnard School District (OSD) for the City to receive an amount not to exceed \$1,920,000 with a City match of \$130,000 of in-kind services.

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

8. Cultural & Community Services Department

SUBJECT: Lease Agreement with Continuing Development, Incorporated (Agreement No. A-8218). **(REVISED)**

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a lease agreement with Continuing Development, Incorporated (CDI) for a portion of South Oxnard Community Center, 200 East Bard Road.

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

9. Finance Department

SUBJECT: Public Safety Property Tax Assessment FY 2020-21.

RECOMMENDATION: That the City Council adopts a resolution establishing the FY 2020-21 tax rates on property in the City of Oxnard for the payment of voter-approved obligations related to public safety personnel pension expenses.

Legislative Body: City Council

Contact: Kevin Riper, (805) 385-7475

10. Finance Department

SUBJECT: Agreement with BerryDunn for Enterprise Resource Planning (ERP) System Implementation Support and Organizational Change Management Consulting Services.

RECOMMENDATION: That the City Council award and authorize the Mayor to execute Agreement No. A-8222 with BerryDunn for consulting services in connection with the implementation of the Tyler ERP system in an amount not to exceed \$687,000 over a three-year term, with optional renewals for two additional years thereafter.

Legislative Body: City Council

Contact: Kevin Riper, Keith Brooks, Steve Naveau, (805) 385-7475, (805) 385-7597, (805) 385-7947

11. Public Works Department

SUBJECT: Approval of Third Amendment to Agreement A-7950 with NBS Government Finance Group for Assessment District Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to:

1. Execute a Third Amendment to Agreement A-7950 with NBS Government Finance Group in the amount of \$509,650 for a total not-to-exceed amount of \$1,010,765.42 for ongoing administrative services, community outreach for Landscape Maintenance Districts (LMDs) and formation services of Community Facilities Districts (CFDs) and to extend the term from May 31, 2021 to June 30, 2022; and
2. Authorize the City Manager to approve a budget appropriation for various LMDs, and CFD 6 Northshore as detailed in the financial impact section.

(Public Works and Transportation Committee approved 2-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

12. Public Works Department

SUBJECT: Agreement A-8213 with Vertech Industrial Systems, LLC for On-Call Supervisory Control and Data Acquisition Systems (SCADA) Support Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8213 with Vertech Industrial Systems, LLC for on-call supervisory control and data acquisition systems (SCADA) support services for the water, wastewater, and recycled water systems in the amount of \$900,000 through June 30, 2023. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

13. Public Works Department

SUBJECT: Special Tax Levy for Community Facilities Districts No. 1 and No. 2 (Westport at Mandalay Bay). **(NEW ITEM)**

RECOMMENDATION: That the City Council:

1. Adopt a resolution setting a special tax rate within Community Facilities District (CFD) No. 1 (Westport at Mandalay Bay) for FY 2020-21; and
2. Adopt a resolution setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for FY 2020-21.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

14. Public Works Department

SUBJECT: Special Tax Levy for Community Facilities Districts No. 3 and No. 4 (Seabridge at Mandalay Bay). **(NEW ITEM)**

RECOMMENDATION: That the City Council:

1. Adopt a resolution setting a special tax rate within Community Facilities District (CFD) No. 3 (Seabridge at Mandalay Bay) for FY 2020-21; and
2. Adopt a resolution setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for FY 2020-21.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

15. Public Works Department

SUBJECT: Special Tax Levy for Community Facilities District No. 5 (Riverpark). **(NEW ITEM)**

RECOMMENDATION: That the City Council adopt a resolution setting a special tax rate within Community Facilities District (CFD) No. 5 for FY 2020-21. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

K. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: Planning & Zoning Permit No. 2020-580-02 - Amendments to Chapters 7 and 11 of the Oxnard City Code to establish fines for violation of Commercial Cannabis Businesses Regulations. (10/10/10)

RECOMMENDATION: That the City Council:

1. Receive a report regarding criminal fines associated with illegal and legal cannabis operators; and
2. Following the public hearing, approve the introduction of an ordinance (by title only, waiving further reading) 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. (Housing and Economic Development Committee approved 3-0)

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

2. Public Works Department

SUBJECT: Resolution Approving Engineer's Report and Ordering the Levy and Collection of Assessments for the Fiscal Year 2020-21 within the City's Landscape Maintenance Districts. (5/5/5) **(Updated Presentation)**

RECOMMENDATION: That the City Council, acting as the legislative body for the City of Oxnard's (City) Landscape Maintenance Districts (LMDs), approve and authorize:

1. Holding a public hearing to receive public testimony regarding the proposed Fiscal Year 2020-21 assessments in the City's LMDs; and
2. Adopting a resolution approving the Fiscal Year 2020-21 Consolidated Engineer's Report and ordering the levy and collection of assessments for Fiscal Year 2020-21 within the City's LMDs pursuant to the Landscaping and Lighting Act of 1972.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

3. Public Works Department

SUBJECT: Adoption of Resolution to Levy the Fiscal Year 2020-21 Assessments in Mandalay Beach Maintenance District. (5/5/5) **(Updated Presentation)**

RECOMMENDATION: That the City Council, acting as the legislative body for the Mandalay Beach Maintenance District, approve and authorize to:

1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2020-21 assessments for the Mandalay Beach Maintenance District; and
2. Adopt a resolution fixing the special assessments in the Mandalay Beach Maintenance District for Fiscal Year 2020-21.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

4. Public Works Department

SUBJECT: Adoption of Resolution to Levy Waterways Maintenance District Assessments for Fiscal Year 2020-21. (5/5/5) **(Updated Presentation)**

RECOMMENDATION: That the City Council, acting as the legislative body for the Waterways Maintenance Assessment District, approve and authorize:

1. Holding a public hearing regarding proposed assessments for the Waterways Maintenance District for Fiscal Year 2020-21; and
2. Adopting a resolution for Fiscal Year 2020-21 fixing assessments for the Waterways Maintenance District.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

L. REPORTS

1. Finance Department

SUBJECT: Interfund Borrowing Authority to Support Cash Flow for the General Fund. (10/10/10)

RECOMMENDATION: That the City Council adopt a resolution authorizing the City Manager through June 30, 2021 to:

1. Borrow on behalf of the General Fund (101) up to \$10,000,000 from each of the Water Fund, Wastewater Fund, and Environmental Resources Fund to support cash flow needs during the public health emergency and its aftermath; and
2. Establish a 10-year repayment schedule, with interest charged at the City Treasurer's pooled cash portfolio earnings rate.

(Finance and Governance Committee approved 3-0)

Legislative Body: City Council

Contact: Kevin Riper, (805) 385-7475

2. Police Department

SUBJECT: Agreement for Animal Safety Services with Ventura County Animal Services (VCAS). (10/5/5)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a five year agreement (A-8151) with Ventura County Animal Services (VCAS) for animal safety services, in the amount of \$2,324,778 for FY 20-21. (Public Safety Committee approved 3-0)

Legislative Body: City Council

Contact: Scott Whitney, (805) 385-7624

M. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS

AGENDA ITEM NO. D.1

DATE: June 2, 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."

Following the Council's prior ratification of Director Order Nos. 20-01 through 20-09, as of the date of publication of this agenda, the Director has issued one additional Director Order (attached) in response to the Local Emergency. In response to the recent state and county actions for reopening certain businesses, Director Order 20-10, issued May 21, 2020, provides flexibility to restaurants with limited indoor seating capacity, flexibility to conduct farmers markets, and flexibility to retailers to enhance customer engagement. Director Order 20-10 also extends the time for businesses to renew dance permits without penalties, in recognition that businesses may not be utilizing those permits due to the COVID-19 local emergency.

The attached resolution for Council's consideration ratifies the Director Order 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

There is no financial impact from adopting the ratification resolution.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Alexander Nguyen, City Manager

ATTACHMENTS

1. Resolution ratifying Director Orders.COVID-19.CC060220
2. Exhibit A DO 20-10

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 No. 20-10, attached as an exhibit hereto in response to the Local Emergency.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that Order No. 20-10 issued by the Director and attached as Exhibit A hereto is necessary to provide for the protection of life and property in response to the Local Emergency and is hereby ratified.

PASSED AND ADOPTED THIS 2nd day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

EXHIBIT A
CITY OF OXNARD

DIRECTOR ORDER NO. 20-10

ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD PROVIDING FLEXIBILITY TO RESTAURANTS WITH LIMITED INDOOR SEATING CAPACITY, FLEXIBILITY TO CONDUCT FARMERS MARKETS, FLEXIBILITY TO RETAILERS TO ENHANCE CUSTOMER ENGAGEMENT, AND EXTENDING THE TIME FOR BUSINESSES TO RENEW DANCE PERMITS WITHOUT PENALTIES

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 4, 2020, the Governor of the State of California (the “Governor”) declared a state of emergency in response to the spread of the COVID-19 respiratory disease; 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, on March 19, 2020, the Governor issued Executive Order N-33-20, ordering all individuals in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of sixteen critical infrastructure sectors; and

WHEREAS, on March 20, 2020, the Ventura County Health Officer issued an Order directing persons living in the County of Ventura to stay at their places of residence and restricting non-essential activities in response to COVID-19, imposing stay-at-home directives and further operational restrictions on businesses within the County in an effort to stop the spread of COVID-19; and

WHEREAS, on April 9, 2020, the Ventura County Health Officer issued an Order prohibiting all gatherings, adding to the list of essential businesses and requiring implementation of social distancing protocols; and

WHEREAS, on April 20, 2020, the Ventura County Health Officer issued an order closing certain non-essential businesses and prohibiting non-essential activities to combat COVID-19; and

WHEREAS, on May 7, 2020, the Ventura County Health Officer issued an Order requiring all businesses to establish, implement and enforce COVID-19 prevention plans, and

DES Order No. 20-10
May 21, 2020

reiterating that all permanent food facilities may only prepare and offer food to customers via delivery service, pick up for takeout, and drive-thru; and

WHEREAS, on May 12, 2020, the Governor issued guidance for the eventual reopening of restaurants in counties certified as meeting state benchmarks for addressing the COVID-19 pandemic; and

WHEREAS, the City wishes to make it easier, while establishing specific requirements, for restaurants with limited indoor seating capacity, farmer's markets and retailers to operate safely and successfully; and

WHEREAS, a business may renew its dance permit by submitted an application along with fees to the City no later than 30 days before such permit expires; and

WHEREAS, submittal of a dance permit renewal application less than 30 days before the date the permit expires or after the date the permit expires does not keep the permit in effect; and

WHEREAS, the City wishes to allow businesses to renew their dance permits late without penalties.

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

SECTION 1. Establishment and Enhancement of Outdoor Seating Areas

For a period of six (6) months from the date of this order or until the Governor's Stay at Home orders are lifted, whichever comes first, and provided dine-in restaurant services are allowed by the Governor's orders and Ventura County's orders, restaurants may establish or expand outdoor seating areas, provided these areas:

- a. maintain Americans with Disabilities Act accessibility;
- b. are under the control of the restaurant or authorization has been obtained (such as from landlord);
- c. comply with all Ventura County Environmental Health regulations; and
- d. comply with any relevant Department of Alcohol Beverage Control regulations.

Outdoor dining areas may be established in the public rights of way, such as sidewalks, upon prior approval of the City's Community Development Director or designee. Anything added to public sidewalks shall not impede sight distances, access to utilities, and shall address safety from vehicles. The use of City streets for expanded dining may be allowed subject to a Temporary Use Permit with prior consultation with City departments such as Public Works, Police and Fire.

SECTION 2. Converted Parking Areas Allowed

Outdoor dining areas may include converted parking areas, provided:

- a. the reduced business occupancy with COVID 19 rules supports these conversions;
- and

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May 21, 2020*

- b. the City's Community Development Director or designee determines that the conversion can be accomplished safely.

SECTION 3. Farmer's Markets on Private Property Allowed

Subject to the COVID 19 Farmer's Market standards as provided by the State of California and Ventura County, Farmers Markets may occur on private property.

SECTION 4. Manufacturer's Food Services and Restrooms

Manufacturers seeking to re-open in compliance with state and local COVID-19 orders may convert existing on-site parking spaces to provide food services and restrooms for their employees.

As a result of a manufacturer converting on-site parking spaces to provide food services and restrooms for their employees, employees will likely seek to park on a nearby street. In that case, the City may suspend the enforcement of any on-street parking restrictions provided the relevant CC&Rs are suspended by the HOA at issue.

SECTION 5. Additional Operational Standards

The City's Community Development Director may consider and authorize additional restaurant operational standards upon request.

SECTION 6. Retail Displays

Retailers complying with the Governor and Ventura County orders may provide limited sidewalk or outdoor displays to elevate the shopping experience and better engage customers.

SECTION 7. Extension of Dance Permit Renewals

The City shall accept dance permit renewal applications after the expiration date of such permit without requiring business owners to re-apply as a new applicant or being assessed penalties for late renewals. The City shall pro-rate dance permit fee renewals from the date the City receives the permit fee until June 30, 2021. Businesses may not hold dance activities without a valid permit or in violation of a statewide or county order.

SECTION 8. This Order may be modified or rescinded by further Order by the Director or by the City Council.

SECTION 9. 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.

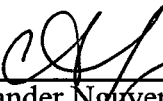
SECTION 10. This Order shall become effective immediately.

SECTION 11. This order shall be given publicity and notice as required by Government Code section 8634.

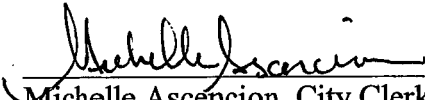
*DES Order No. 20-10
May 21, 2020*

SECTION 12. 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.

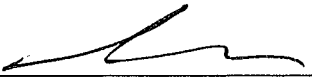
Dated: May 21, 2020

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

ATTEST:


Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

 5/21/2020
Stephen M. Fischer, City Attorney

*DES Order No. 20-10
May 21, 2020*



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.1**

DATE: June 2, 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 May 19, 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 05.19.2020 CC,HA regular meeting

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 May 19, 2020

A. ROLL CALL, POSTING OF AGENDA

At 4:34 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Housing Authority) 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 Gabriela Basua, Vianey Lopez, Bryan A. MacDonald, Oscar Madrigal, Bert E. Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present via teleconference. Housing Commissioner Jose Andrade arrived at 6:00 p.m.; Commissioner Francisco Vega was absent.

Staff members present were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; Ashley Golden, Assistant City Manager; Keith Brooks, Chief Information Officer; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None received.)

C. CLOSED SESSION

1. THREAT TO PUBLIC SERVICES OR FACILITIES (Government Code section 54957(a)) (City Council)

Consultation with: Stephen Fischer, City Attorney; Keith Brooks, Chief Information Officer.

Mayor Flynn read the following closed session statement:

“The City Council will recess to a closed session pursuant to Government Code section 54957(a) to consult with Stephen Fischer, City Attorney, and Keith Brooks, Chief Information Officer, regarding a threat to public services or facilities.”

At 4:36 p.m., the City Council recessed to a closed session. At 5:28 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney made the following announcement: “The Council was briefed on a recent ongoing threat to city services, and there were no actions taken in closed session.”

Additional staff members present at this time were: Janice Zaragoza, Recreation Coordinator; Eric Sonstegard, Assistant Police Chief; and Phillip Molina, City Treasurer.

D. APPOINTMENT ITEM

Cultural & Community Services Department

1. SUBJECT: Renaming of La Colonia Boxing Gym.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,327** re-naming La Colonia Boxing Gym to “La Colonia Boxing Gym, Dr. Manuel Lopez Youth Center.” (Community Services Committee approved 3-0)

The Recreation Coordinator gave a report. Public comments were received from Barbara Macri-Ortiz and Manuel Herrera. Written comments were received from Tiffany Lopez. 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.

Police Department

2. SUBJECT: Report on the Police Department's Fireworks Enforcement/Prevention Efforts.
RECOMMENDATION: That the City Council receive a verbal report on the Police Department's enforcement and education efforts related to illegal fireworks.

The Assistant Police Chief gave a report. Discussion ensued among the Council and staff. No formal action was required.

City Treasurer

3. SUBJECT: Quarterly Investment Report for the period ending March 31, 2020.
RECOMMENDATION: That the City Council receive and file the report.

The City Treasurer gave a report. Discussion ensued among the Council and the City Treasurer. No formal action was required.

E. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Rosemarie Gaglione, Public Works Director; Jeffrey Lambert, Community Development Director; Kenneth Rozell, Chief Assistant City Attorney; Terrel Harrison, Cultural and Community Services Director; Sofia Kimsey, City Librarian; Renee Rakestraw, Recreation Manager; Kevin Riper, Chief Financial Officer; and Adam Smith, Project Manager/Interim Special Districts Manager.

F. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Week of May 17-23, 2020 as "Public Works Week."

The Public Works Director made some remarks and presented a short highlight video, and Mayor Flynn read the proclamation.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Manuel Herrera (finding creative solutions to help local businesses and restaurants during the COVID-19 crisis), Lawrence Stein (GREAT Program, Park Master Plan, Developer Fees), Larry Barbarine (Memorial Day, unfunded liabilities), and Lang Martinez (the need for homeless services).

Mayor Flynn announced that the public hearing item would be considered next.

M. PUBLIC HEARINGS

Community Development Department

1. SUBJECT: Revision of Existing Fees and Adoption of New Fees Related to Development Impact Fees and the Affordable Housing In-Lieu Fee and Inclusionary Housing Ordinance Amendments.

RECOMMENDATION: That the City Council:

1. Receive a presentation and public comments regarding proposed new fees and revisions to existing Development Impact Fees (DIF);
2. Review and provide comments on the new Development Impact Fee Nexus Study and Development Impact Fees pertaining to a resolution for a Growth Requirement Capital Fee, Park and Recreation Fee, Traffic Circulation Fee, Storm Drainage Fee, Utility Undergrounding In-Lieu Fee, Public Art Program Fee, and Mobility Fee, including an automatic annual inflation factor, and amendments and additions to Chapters 15 of the Oxnard City Code;
3. Receive a presentation and public comments on the Affordable Housing In-Lieu Nexus Study; review the proposed in-lieu fee, recommended modifications to the City's Inclusionary Housing Ordinance (Ord. No. 2721); and provide direction regarding timing for updating the City's Inclusionary Housing Ordinance;
4. Adopt the referenced Development Impact Fee Nexus Studies;
5. Adopt the Development Impact Fee and Affordable Housing **Resolution Nos. 15,329 and 15,330** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ADOPTING THE DEVELOPMENT IMPACT FEE NEXUS STUDY AND DEVELOPMENT IMPACT FEES FOR THE GROWTH REQUIREMENT CAPITAL FEE, PARK AND RECREATION FEE, TRAFFIC CIRCULATION FEE, STORM DRAINAGE FEE, MOBILITY FEE, PUBLIC ART PROGRAM FEE, AND UTILITY UNDERGROUNDING IN-LIEU FEE" and "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ADOPTING THE AFFORDABLE HOUSING IN-LIEU FEE NEXUS STUDY AND AFFORDABLE HOUSING IN-LIEU FEES";
6. Introduce for first reading by title only and waive further reading of an Ordinance entitled: "ORDINANCE OF THE CITY OF OXNARD AMENDING ARTICLE VI, CHAPTER 15, DIVISION 1, SECTIONS 15-165, 15-166, 15-167, 15-170, 15-171, 15-173, 15-174, 15-178, AND ADDING SECTIONS 15-183 AND 15-184, AMENDING DIVISION 2, SECTIONS 15-186 AND 15-188, AMENDING DIVISION 5, SECTIONS 15-216, 15-218, 15-219, AND ADDING SECTION 15-220, AMENDING DIVISION 6, SECTIONS 15-225, AND 15-229, ADDING DIVISION 8, SECTIONS 15-242, 15-243, AND 15-244, AND ADDING DIVISION 9, SECTIONS 15-245, 15-246, 15-247, and 15-248, AND MAKING FINDINGS PURSUANT TO CEQA"; and
7. Introduce for first reading by title only and waive further reading of an uncodified Ordinance entitled: "ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, CONCERNING AFFORDABLE HOUSING REQUIREMENTS FOR NEW DEVELOPMENTS AND IN-LIEU AFFORDABLE HOUSING PAYMENT."

(Reviewed by Public Works & Transportation and Housing & Economic Development committees on April 28, 2020)

The City Clerk announced the affidavit of publication and stated that eight written communications had been received. The Community Development Director, and Alison Bouley and Hitta Mosesman of Harris & Associates gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Barbara Macri-Ortiz, Ann Walsh, Jonathan Cornelius, Lawrence Stein, and Nancy Lindholm. Written comments were received from Gail Weller Brown, Eduardo Espinosa, Corey Harpole, Louise Lampara, Nancy Lindholm, Barbara Macri-Ortiz, Anthony Mireles, Christine Rangel, Maury Ruano, Alondra Serna, and Ann Walsh.

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 Councilwoman Basua, seconded by Councilmember Madrigal, that any fees that are increasing by more than 50 percent be phased in over a three-year period, with 50 percent of the increase imposed in year one, an additional 25 percent in year two, and the remaining 25 percent in year three; while fees that are increasing by less than 50 percent be fully implemented right away. VOTE: Basua, Flynn, Lopez, Madrigal, Perello, and Ramirez voted in favor; MacDonald voted against. The motion carried 6-1.

Councilman MacDonald left the meeting at this time (9:00 p.m.).

H. REPORT OF CITY MANAGER

City Manager Department

1. SUBJECT: COVID-19 Update from Director of Emergency Services.
RECOMMENDATION: That the City Council receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.

The City Manager, Cultural and Community Services Director, City Librarian, and Recreation Manager gave reports. Discussion ensued among the Council and staff. No formal action was required.

I. CITY COUNCIL REPORTS

Councilmember Madrigal congratulated this year's college graduates and commented on the importance of wearing face coverings in public.

Mayor Pro Tem Ramirez congratulated this year's graduates, and commented on the new solar battery storage facility in Oxnard, the 2020 U.S. Census, and staying safe through the COVID-19 crisis.

Councilmember Perello read a letter to the editor from Randy Sanford on politics and division, and commented on the new solar battery storage facility, short-term rentals, and Memorial Day.

Councilmember Lopez thanked the staff for their hard work through the COVID-19 crisis and congratulated this year's college graduates.

Mayor Flynn commented that the Council's short-term rental ordinance is expected to be considered

by the California Coastal Commission this summer, and suggested sending a letter to the Commission requesting the item be scheduled as quickly as possible.

J. REVIEW OF INFORMATION/CONSENT AGENDA

The City Clerk announced a minor correction to item L-1.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Phillip Molina and Larry Barbarine.

L. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the May 5, 2020 regular meeting as presented.

City Attorney Department

2. SUBJECT: Adoption of Ordinance No. 2977.
RECOMMENDATION: That the City Council adopt **Ordinance No. 2977** entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING AND ADDING PROVISIONS TO THE CITY CODE TO DESIGNATE THE ASSISTANT CITY TREASURER AS THE "COLLECTOR" OR "LICENSE COLLECTOR" FOR SPECIFIC PERMITTING AND LICENSING FUNCTIONS; AMENDING THE CITY CODE AND ORDINANCE NO. 2350 TO LIMIT CITY TREASURER DUTIES TO THAT POSITION'S STATUTORY DUTIES NOT OTHERWISE ASSIGNED TO THE ASSISTANT CITY TREASURER, AND TO CHANGE CITY TREASURER COMPENSATION AND BENEFITS EFFECTIVE WHEN THE CITY COUNCIL DECLARES THE RESULTS OF THE CANVASS OF THE RETURNS FOR THE NOVEMBER 2020 MUNICIPAL ELECTION; AND ADDING SECTION 2-187 REGARDING PAYROLL FUNCTIONS BEING MANAGED BY THE DIRECTOR OF HUMAN RESOURCES.

Cultural and Community Services Department

3. SUBJECT: Ventura County Area Agency on Aging Senior Nutrition Program Grant.
RECOMMENDATION: That City Council adopt **Resolution No. 15,328**:
 1. Authorizing the Cultural and Community Services Director or designee to submit an application in the amount of \$160,563 for the next Ventura County Area Agency on Aging (VCAAA) Older Senior Nutrition Program grant cycle (July 2020 to June 2021); and
 2. If funding is received, authorize the City Manager or designee to execute grant agreements; the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for the use of the grant funds; and the City Manager or designee to submit non-financial reports.

Housing Department

4. SUBJECT: Award of Contract for the Kitchen Rehabilitation Project at Palm Vista.
RECOMMENDATION: That the Housing Authority Board of Commissioners approve and authorize the Chairman to execute a firm-fixed price contract in the amount of \$577,165 with Bentley Construction Group, Inc. (Agreement No. A-8215).

Public Works Department

5. SUBJECT: Purchase Order to Badger Meter, Inc. for Water Meters and Parts.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Purchase Order with Badger Meter, Inc. to purchase residential, commercial, irrigation, industrial, and fire service water meters and parts in the amount of \$250,000 for a one-year term. (Public Works and Transportation Committee approved 3-0)

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Lopez, to approve the Information/Consent items as presented (with the stated amendment to item L-1). VOTE: Andrade, Basua, Flynn, Lopez, Madrigal, Perello, and Ramirez voted in favor. The motion carried 7-0 on item L-4 (Housing Authority item), and 6-0 on the remaining items (City Council items).

(As it was approaching 10:00 p.m., it was moved by Councilmember Perello; seconded by Mayor Pro Tem Ramirez, to hear the remaining items on the agenda. VOTE: Basua, Flynn, Lopez, Madrigal, Perello, and Ramirez voted in favor; the motion carried 6-0.)

Mayor Flynn announced that item N-2 would be considered ahead of N-1.

N. REPORTSCity Manager Department

2. SUBJECT: City of Oxnard Environmental Resources Division Cash Handling Report.
RECOMMENDATION: That the City Council receive and file the Internal Auditor Report on the Environmental Resources Division Cash Handling. (Finance and Governance Committee approved 3-0)

Henry Oum of Price Paige & Company gave a report. Discussion ensued among the Council and staff. No formal action was required.

City Clerk Department

1. SUBJECT: Ordinance Authorizing Electronic Filing of Campaign Disclosure Statements.
RECOMMENDATION: That the City Council introduce for first reading an ordinance adding subsection (C) "Electronic Filing of Campaign Disclosure Statements" to Chapter 2, Article VI, Section 2-247 of the Oxnard City Code to make the necessary findings and adopt regulations allowing for the electronic and paperless filing of Campaign Finance Disclosure forms.

The City Clerk gave a report. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Mayor Pro Tem Ramirez, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, Madrigal, Perello, and Ramirez voted in favor; the motion carried 6-0.

Finance Department

3. SUBJECT: Contract with Audit Firm for Annual Financial Audits and Single Audits for Federally Funded Programs for Fiscal Years 2019-20 through 2023-24.
RECOMMENDATION: That the City Council award Agreement No. A-8223 to Eadie+Payne LLP for a five-year agreement in the amount of \$1,075,100 for annual financial audits and Single Audits for Federally funded programs. (Finance and Governance Committee approved 3-0)

The Chief Financial Officer gave a report. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilmember Lopez, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, Madrigal, Perello, and Ramirez voted in favor; the motion carried 6-0.

Public Works Department

4. SUBJECT: FY 2020-21 Landscape Maintenance Districts - Initiation of Proceedings, Declaration of Intention to Levy and Collect Assessments, and Scheduling of Public Hearing.
RECOMMENDATION: That the City Council approve and authorize:
1. The Mayor to adopt **Resolution No. 15,331** initiating proceedings for the annual levy and collection of assessments for Fiscal Year 2020-21 within the City of Oxnard's (City) Landscape Maintenance Districts (LMDs);
 2. The Mayor to adopt **Resolution No. 15,332** declaring intention to levy and collect assessments for Fiscal Year 2020-21 within the City's Landscape Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972;
 3. The Mayor to preliminarily approve the Annual Engineer's Report;
 4. The Mayor to preliminarily approve the Fiscal Year 2020-21 budget for each Landscape Maintenance District;
 5. The City Clerk to publish notice of a public hearing to occur on June 2, 2020; and
 6. The City Manager to take appropriate and necessary action to carry out the purpose and intent of the Resolution.

The Project Manager/Interim Special Districts Manager gave a report. Councilmember Perello announced that he has a real estate conflict for LMD #13 and he will be abstaining from voting on that item. 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, Madrigal, and Ramirez voted in favor; Perello abstained from voting on LMD #13. The motion carried 6-0 (5-0-1 for LMD #13).

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:45 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

DRAFT



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.2**

DATE: June 2, 2020

TO: City Council

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

SUBJECT: Adoption of Ordinance No. 2978, Authorizing Electronic Filing of Campaign Disclosure Statements.

RECOMMENDATION

That the City Council adopt Ordinance No. 2978 (by title only, further reading waived), adding subsection (C) "Electronic Filing of Campaign Disclosure Statements" to Section 2-247 of the Oxnard City Code to make the necessary findings and adopt regulations allowing for the electronic and paperless filing of Campaign Finance Disclosure forms.

BACKGROUND

This ordinance was introduced at the May 19, 2020 City Council meeting. There has been no communication received since its introduction. If the ordinance is adopted June 2, 2020, it will take effect after 30 days.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The new software has an annual cost of \$7,227, which has been budgeted in the FY 2019-2020 annual budget.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

1. 06.02.2020 Electronic Filing Ordinance No2978

ORDINANCE NO. 2978

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, ADDING SUBSECTION (C) "ELECTRONIC FILING OF CAMPAIGN DISCLOSURE STATEMENTS" TO CHAPTER 2, ARTICLE VI, SECTION 2-247 OF THE OXNARD CITY CODE REGARDING ELECTRONIC AND PAPER METHODS OF FILING CAMPAIGN FINANCE DISCLOSURE STATEMENTS

WHEREAS, California Government Code Section 84615 provides that the legislative body of a local government agency may adopt an ordinance that requires an elected officer, candidate, committee, or other person required to file statements, reports or other documents required by Chapter 4 of the Political Reform Act, except those whose contributions and expenditures each total less than two thousand dollars (\$2,000) in a calendar year, to file such statements, reports, or other documents online or electronically with the City Clerk; and

WHEREAS, the City Council expressly finds and determines that Granicus CampaignDocs software web-based system, as proposed by the City Clerk, contains multiple safeguards to protect the integrity and security of the data, and will operate securely and effectively and will not unduly burden filers; and

WHEREAS, the software used by Granicus CampaignDocs's electronic filing system has been certified by the Secretary of State and meets the requirements set by Government Code Section 84615; and

WHEREAS, the City Clerk and Granicus will operate the electronic filing system in compliance with the requirements of California Government Code Section 84615 and any other applicable laws.

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

SECTION 1. Section 2-247 (Campaign Disclosure) of the Oxnard City Code is amended to add subsections (C) to read as follows:

"C. Electronic Filing of Campaign Disclosure Statements. Pursuant to California Government Code section 84615, the City of Oxnard hereby finds that online or electronic filing will facilitate the efficient and secure filing of required campaign reports, and that such system will operate securely and effectively and will not unduly burden filers.

(1) Whenever any elected officer, candidate, or committee is required to file a campaign statement under the Political Reform Act or the Regulations with the City Clerk, the elected officer, candidate, or committee shall file the statement in an electronic format prescribed by the City Clerk.

(2) Any statement, report, or other document filed electronically or online pursuant to this section will be accepted as an original statement and need not be filed in paper format. To ensure reporting continuity, once a statement, report, form, or other document is filed electronically on behalf of any elected officer, candidate, or committee, all future

statements, reports, forms, and other documents filed on behalf of that officer, candidate or committee must be filed electronically. An elected officer, candidate, committee or other person may choose not to use the electronic filing system by filing all original statements, reports, forms, or other documents in paper format with the City Clerk, until such time as the City Council determines that electronic filing is mandatory for all filers.

(3) The date of filing for a statement, report, or other document that is filed online or electronically shall be the day that it is received by the local filing officer, and the electronic system will provide confirmation with a timestamp ensuring that the statement, report, or other document was received.

(4) If access to online filings has not been prescribed in a timely manner, the elected city officer, candidate, or committee may file an original statement by paper, at the discretion of the Filing Officer.

(5) The provisions of this subsection shall apply only to persons or combinations of persons who qualify as a committee under Section 82013 of the Political Reform Act.

(6) The City Clerk is authorized to adopt such administrative policies and procedures as deemed necessary to implement this Chapter.”

SECTION 2. The City Clerk shall certify as to the adoption of this Ordinance and shall cause summary thereof to be published a minimum of five (5) days before the City Council’s adoption of the ordinance and within fifteen (15) calendar days of the adoption in a newspaper of general circulation published and circulated in the City; and shall post a certified copy of this Ordinance in the office of the City Clerk, in accordance with Government Code Section 36933.

SECTION 3. Ordinance No. 2978, first read on May 19, 2020, was adopted on June 2, 2020 to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this 2nd day of June, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.3**

DATE: June 2, 2020

TO: City Council

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

SUBJECT: Adoption of Resolutions Calling 2020 General Municipal Election.

RECOMMENDATION

That the City Council:

1. Adopt a resolution calling and giving notice of a municipal general election to be held on November 3, 2020, for the election of certain officers; consenting to and requesting election consolidation with the County of Ventura; requesting the County Clerk to render services and supplies; and authorizing the Board of Supervisors to canvass the returns; and
2. Adopt a resolution establishing rules to govern submission by candidates of Candidate Statements.

BACKGROUND

The City Council is required by state law to adopt a resolution (Attachment 1) calling and giving notice of the City's municipal general election in the November of even-numbered years. The November 3, 2020 election is being held for the purpose of electing a Mayor, three Councilmembers (representing City Council Districts 3, 4, and 6), City Clerk, and City Treasurer for a four-year term.

Additionally, the resolution will request election consolidation with the County of Ventura (Attachment 2). The County Clerk's Elections Division provides all election-related services and supplies for the General Election countywide, with each city reimbursing the county for its portion of those services and supplies.

Following the County Clerk's certification of the election, the County Board of Supervisors canvasses the election returns.

A second resolution (Attachment 3) establishes rules to govern the submission of candidate statements published in the Voter Information Guide (also known as Sample Ballot). These rules are in the Elections Code, therefore adopting a resolution is standard for any election where there are candidates running for an elected position.

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

According to the County Elections Office, the estimated cost of the election is \$80,000 (Attachment 4). This cost will be paid from General Fund City Clerk - Contract Services (account 101-1302-801-84-77).

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

1. 2020.06.02 Resolution Calling Nov2020 Election
2. Exhibit A Request for Specified Services
3. 2020.06.02 Resolution Regarding Rules for Candidate Statements
4. City of Oxnard Election (Mayor, 3 Council, Clerk & Treasurer) Estimate

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD CALLING AND GIVING NOTICE OF A MUNICIPAL GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020 FOR THE ELECTION OF CERTAIN OFFICERS; CONSENTING TO AND REQUESTING ELECTION CONSOLIDATION WITH THE COUNTY OF VENTURA, INCLUDING CONSOLIDATION WITH ANY OTHER ENTITIES THAT CONSOLIDATE WITH THE COUNTY; REQUESTING THE COUNTY CLERK TO RENDER SPECIFIED SERVICES AND SUPPLIES RELATING TO THE CONDUCT OF A MUNICIPAL GENERAL ELECTION; AND AUTHORIZING THE BOARD OF SUPERVISORS TO CANVASS THE RETURNS

WHEREAS, under the provisions of the Election Code relating to General Law cities in the State of California, the City of Oxnard (City) is required to call and give notice of a municipal general election to be held on November 3, 2020, for the election of certain municipal officers; and

WHEREAS, a statewide general election will be held within the County of Ventura (County) on the same date, and the City Council desires to consolidate the City's election with the County's election; and

WHEREAS, in the course of conduct of the election it is necessary for the City to request certain election-related services from the County; and

WHEREAS, Elections Code section 10403 requires jurisdictions to file a resolution requesting consolidation with a statewide election, with the County Board of Supervisors and a copy with the County Registrar of Voters.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD hereby resolves as follows:

SECTION 1. A municipal general election is hereby called and ordered to be held in the City of Oxnard, California, on November 3, 2020, for the purpose of electing a mayor, three members of the City Council (Districts 3, 4, and 6), City Clerk, and City Treasurer to four-year terms. The exact form of the candidates to be voted upon at the election and to appear on the ballot are as follows:

ONE MAYOR – Vote for one

ONE MEMBER OF THE CITY COUNCIL (DISTRICT 3) – Vote for one

ONE MEMBER OF THE CITY COUNCIL (DISTRICT 4) – Vote for one

ONE MEMBER OF THE CITY COUNCIL (DISTRICT 6) – Vote for one

ONE CITY CLERK – Vote for one

ONE CITY TREASURER – Vote for one

SECTION 2. The City consents to consolidate its election with the County election on November 3, 2020, and therefore requests that the County Board of Supervisors order that this regular municipal election be consolidated with the statewide general election to be held on November 3, 2020.

SECTION 3. The City acknowledges that the consolidated election will be held and conducted in the manner prescribed by Elections Code section 10418.

SECTION 4. The ballots to be used at the election shall be in form and content as required by law.

SECTION 5. The County Board of Supervisors is authorized to canvass the returns of the municipal general election to be held in the City on November 3, 2020.

SECTION 6. Pursuant to Elections Code section 10002, the County Board of Supervisors is requested to permit the County Clerk to render the services and supplies as shown on Exhibit A, attached hereto and made a part hereof, and any and all other services and supplies necessary to complete the municipal general election on November 3, 2020.

SECTION 7. The City agrees to reimburse the County in full for the services performed and supplies provided by the County Clerk upon presentation to the City of a bill.

SECTION 8. Notice of the time and place of holding the election is given and the County Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 9. The polls for the election shall be open at 7:00 a.m. of the day of the election and shall remain open continuously from that time until 8:00 p.m. of the same day when the polls shall be closed, except as provided in Section 14401 of the Elections Code of the State of California.

SECTION 10. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 11. The County Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed material and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 12. The City Clerk is directed to forward without delay to the County Board of Supervisors and to the County Clerk each a certified copy of this resolution.

SECTION 13. The City of Oxnard authorizes the County election official, pursuant to Section 15651 of the Elections Code, in the event of a tie vote, to determine the tie by random drawing.

PASSED, APPROVED, and ADOPTED, this 2nd day of June, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Tim Flynn, Mayor

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

EXHIBIT A
MARK A. LUNN
Clerk-Recorder, Registrar of Voters
Elections Division

ITEM #J-3

VENTURA COUNTY
REQUEST FOR SPECIFIED ELECTION SERVICES
CANDIDATE

TO: **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters

FROM: City of Oxnard

City Name

Signature of Authorization

ELECTION: Nov. 2020 Presidential General Election

DATE: November 3, 2020

SERVICES REQUESTED: Place a check mark next to the desired services.

ITEM #1

PUBLICATIONS

☒

A. County elections official is requested to publish: Notice of Election for Offices, Nominees, Election Officers and Polling Places.

☐

B. City will publish.

ITEM #2

CANDIDATE CERTIFICATES AND OATHS OF OFFICE

☒

A. County elections official is requested to furnish Certificates and Oaths of Office.

1. ☐ Blank forms only - number requested ____.

2. ☒ Forms filled in appropriately - number requested ^{1 set} ____.

☐

B. City will furnish Certificates and Oaths of Office.

ITEM #3

ELECTION NIGHT RESULTS

☒

On-line results

☐

E-mail _____

ELECTIONS DIVISION SERVICES PROVIDED:

CANDIDATE FORMS – Ventura County Elections Division to provide one master set for copying.

CANDIDATE FILINGS – Ventura County Elections Division will check nomination petition signatures.

CANDIDATE STATEMENT – Maximum number of words permitted for the Candidate's Statement will be 200 words. The City will be billed the cost of handling and printing the Candidate Statements. Pursuant to Elections Code Section 10002, the City agrees to reimburse the Ventura County Elections Division in full for the services performed upon presentation of a bill.

ELECTION DAY VOTER INFORMATION – A USB of registered voters and a list of polling places will be provided. ^{ITEM #J-3}

SPANISH TRANSLATIONS – Ventura County Elections Division will arrange for all translations pursuant to Elections Code Section 13307.

PRINTING OF COUNTY VOTER INFORMATION GUIDES – Ventura County Elections Division will arrange for printing Candidates' Statements in the County Voter Information Guide for each election.

VOTE BY MAIL BALLOTS – Ventura County Elections Division will process all Vote By Mail ballots, including the checking of applications and ballot mailing. Applications and envelopes will be provided to City Clerks.

POLLING PLACES/PRECINCTS ASSIGNMENTS – Ventura County Elections Division will determine the number of polling places.

The undersigned requests the above election services to be performed by the Ventura County Elections Official and pursuant to Elections Code Section 10002, agrees to reimburse the County in full for services requested upon presentation of a bill.

Name of City: City of Oxnard

Signature & Title: _____ Michelle Ascencion, City Clerk

Date: June 2, 2020

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ADOPTING REGULATIONS PERTAINING TO CANDIDATE STATEMENTS
SUBMITTED TO THE VOTERS FOR THE MUNICIPAL GENERAL
ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency shall adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate statement.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD does resolve, declare, determine, and order as follows:

SECTION 1. GENERAL PROVISIONS. Pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Oxnard on November 3, 2020 may prepare a candidate statement on the appropriate form provided by the City Clerk.

A. The statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications; written in the first person and conforming to the word count and formatting guidelines provided with the form. The statement must be typewritten in 12-point type of any standard font, using block paragraphs and single space format, and is limited to 30 lines.

B. The statement shall not include the party affiliation of the candidate, nor the candidate's membership or activity in partisan political organizations, nor comments nor reference to any opponent or their qualifications, character, or activities (Elections Code §13308). The Elections Official will remove improper language from any statement and not allow it to be printed. The candidate will be notified of the improper language and its removal from the Statement.

C. If text exceeds the word limit, the author will be asked to delete or change a sufficient number of words, or a sentence, to ensure compliance with the required word limit. The candidate should check the statement for proper spelling and punctuation, as the elections official is not permitted to edit any material contained therein once the Candidate Statement has been filed.

D. The statement shall be filed in the office of the City Clerk at the time the candidate's nomination papers are filed. A signed hardcopy of the statement must be submitted in addition to an electronic version in the form of a Microsoft Word document, via email, CD, or USB drive. The signed hard copy of the statement is the official filed document. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 6:00 p.m. of the next working day after the close of the nomination period.

E. Per Elections Code Section 18351, any candidate who knowingly makes a false statement of material fact in a candidate statement, with the intent to mislead the voters, is subject to punishment by a fine not to exceed \$1,000.

F. All candidate statements shall remain confidential until the nomination period closes.

G. Filing a candidate statement is optional. If a candidate statement is not filed, the candidate shall submit a signed blank candidate statement form with his/her completed nomination papers.

SECTION 2. PAYMENT. The Elections Official shall estimate the total cost of printing, handling, translating, and mailing the candidate statement files pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended).

A. Each candidate filing a statement shall be required to pay a deposit in advance for the estimated pro rata share of printing costs per candidate. The deposit amount for Mayoral, City Clerk, and City Treasurer candidates is \$1,700.00; the deposit amount for City Council candidates is \$750.00. The candidate shall deposit this estimated cost, payable to the City of Oxnard, at the time of submission of the candidate statement.

B. The candidate authorizes printing of a candidate statement with the clear understanding that the final printing cost will depend on the actual number of candidates filing statements. Therefore the deposit paid may ultimately be significantly more or less than the actual final cost, and the candidates shall pay the balance of the cost incurred. In the case of overpayment, the clerk shall refund the excess amount to the candidate.

SECTION 3. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the Voter Information Guide.

SECTION 4. The City Clerk shall provide each candidate a copy of this resolution at the time nominating petitions are issued.

SECTION 5. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED, this 2nd day of June, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney



**County of Ventura
COUNTY CLERK-RECORDER,
REGISTRAR OF VOTERS**

ITEM #J-3

MARK A. LUNN
County Clerk-Recorder,
Registrar of Voters

JAMES B. BECKER
Assistant County Clerk and Recorder

TRACY D. SAUCEDO
Assistant Registrar of Voters

MARTIN E. COBOS
Operations Manager

MIRANDA L. NOBRIGA
Public Information Officer

May 14, 2020

Michelle Ascencion, City Clerk
City of Oxnard
300 West Third Street, 4th Floor
Oxnard, CA 93030

Re: City of Oxnard – Election Cost Estimate

Dear Ms. Ascencion:

The estimated election cost for the City of Oxnard's Mayor, three Councilmember, City Clerk, and Treasurer offices is \$80,000 plus legal publication costs for an election consolidated with the November 3, 2020 Presidential General Election. This information should be used for informational purposes only and not an actual cost. The estimated cost is subject to change and could increase or decrease, once the election has been completed.

Please call me at 654-2700 if you have any questions.

Thank you,

Tracy Saucedo

TRACY D. SAUCEDO, CERA, REO
Assistant Registrar of Voters

Preserving History • Protecting Democracy



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.4

DATE: June 2, 2020

TO: City Council

FROM: Eden Alomeri, Assistant City Treasurer, (805) 385-7811, eden.alomeri@oxnard.org

SUBJECT: Second Amendment to Agreement for Utility Bill and Business Tax Form Printing, Inserting and Mailing Services.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an amendment to the agreement with InfoSend, Inc. for printing, inserting and mailing services (Agreement No. A-7828) to increase the amount by \$298,500, resulting in a total contact amount of \$1,822,423, and extend the expiration date for one year to June 30, 2021.

BACKGROUND

InfoSend, Inc. is a California-based vendor that handles the printing, inserting and mailing of the City's utility bills, business tax renewals and notices. Utility bills are mailed daily, Monday-Thursday to approximately 45,000 customers each month. Business tax renewals are mailed monthly to approximately 2,000 businesses. The current agreement was awarded to InfoSend after an RFP process was conducted in July 2015. The agreement was amended on June 12, 2018 and will expire on June 30, 2020. InfoSend, Inc. agreed to extend the agreement for one year and keep the cost of services unchanged throughout the duration of the amendment. The City's current purchasing resolution provides that a trade services agreement shall not extend for more than three years. Therefore, the Council is asked to adopt a resolution permitting Agreement No. A-7828 to be extended beyond three years.

STRATEGIC PRIORITIES

This is an operating contract and is not required to fit into the strategic priorities except that this amendment is the least expensive method of extending the required services. Before June 30, 2021 the Department of Billing and Licensing will submit an RFP for future printing requirements.

FINANCIAL IMPACT

The cost of \$69,000 for printing/inserting and \$229,500 for postage will be requested as part of the FY 2020-2021 Recommended Budget for the Customer Billing Fund (725-1211) in the amount of \$278,500 and for the General Fund (101-1203) in the amount of \$20,000.

InfoSend, Inc. is used for printing, inserting and mailing services (Agreement No. A-7828) and this amendment will increase the amount of the first amendment by \$298,500 for one year resulting in a total contract amount of \$1,822,423. This amendment will also extend the expiration date from June 30, 2020 to June 30, 2021. The department has the capacity to cover the cost based on the proposed FY 20-21 budget submitted by the Department of Billing and Licensing (assuming no reduction is being considered).

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Armida Monares, Treasury Supervisor

ATTACHMENTS

1. Second Amendment to Agreement for Trade Services
2. Original Agreement for Trade Services
3. First Amendment to Agreement Trade Services

Agreement No. A-7828

SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ____th day of May, 2020, by and between the City of Oxnard, municipal corporation ("City"), and Infosend, Inc. ("Vendor"). This Second Amendment amends the Agreement entered into on June 12, 2018, by City and Infosend, Inc.

City and Infosend, Inc. agree as follows:

1. In Section 1, the date "June 30, 2020" is deleted and replaced by the date "June 30, 2021".
2. At City's option, this agreement may be renewed for an additional period of twelve (12) months after June 30, 2021.
3. In Section 4, the amount set forth is increased from \$1,523,923 to \$1,822,423.
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

Agreement No. A-7828

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

CITY OF OXNARD**VENDOR/CONTRACTOR/CONSULTANT**

Tim Flynn, Mayor

Date

Russ Rezai, President

Date

ATTEST:

Michelle Ascencion, City Clerk

Date

Mahmood Rezai, CEO

Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Date

APPROVED AS TO CONTENT:

Ed Alomeri
Eden Alomeri, Project Manager

05/14/2020
Date

APPROVED AS TO AMOUNT:

Alexander Nguyen, City Manager

Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

Date

Agreement No. A-7828

**AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/15)**

THIS AGREEMENT for Utility Bill and Business Tax form Printing, Inserting and Mailing Services ("this Agreement") is made and entered into in the County of Ventura, State of California, this 13th day of October, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and InfoSend, Inc. ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services:

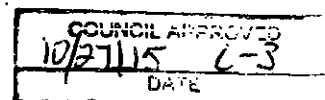
See **Exhibit B**

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below according to the following schedule: Monday through Friday, except holidays observed by City. Vendor shall be excused for delays resulting from causes beyond the control of the Vendor.

3. This Agreement shall begin on July 1, 2015, and shall end on June 30, 2018. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor an amount not to exceed \$926,923 for the Services performed during the term of this Agreement. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor, its employees, subcontractors, agents and sub-vendors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit A**. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.92 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, and each July 1 thereafter,



according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 = 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

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

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Vendor from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified

Party, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

7. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

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

b. Vendor shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-D**.

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

9. In performing the Services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

10. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

11. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

12. This Agreement may be amended only by a written document signed by both City and Vendor.

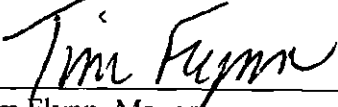
13. Any notices to Vendor may be delivered personally or by mail addressed to: InfoSend, Inc., 4240 E La Palma Avenue, Anaheim CA 92807. Any notices to City may be

delivered personally or by mail addressed to: City of Oxnard, Utility Billing, 214 South C Street, Oxnard CA 93030.

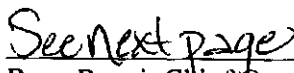
14. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

15. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

CITY OF OXNARD


Tim Flynn, Mayor

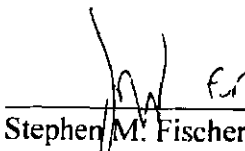
INFOSEND, INC.


Russ Rezai, Chief Operating Officer

ATTEST:


Daniel Martinez, City Clerk

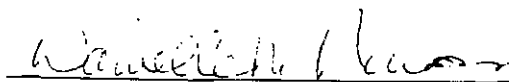
APPROVED AS TO FORM:


Stephen M. Fischer, Interim City Attorney

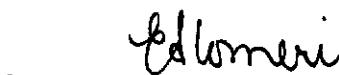
APPROVED AS TO INSURANCE:


Risk Manager

APPROVED AS TO CONTENT:


Danielle Navas, City Treasurer

APPROVED AS TO CONTENT:


Eden Alomeri, Project Manager

delivered personally or by mail addressed to: City of Oxnard, Utility Billing, 214 South C Street, Oxnard CA 93030.

14. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

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CITY OF OXNARD

INFOSEND, INC.

Tim Flynn, Mayor

Russ Rezai, Chief Operating Officer

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, Interim City Attorney

Risk Manager

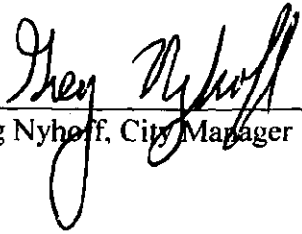
APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Danielle Navas, City Treasurer

Eden Alomeri, Project Manager

APPROVED AS TO AMOUNT:



Greg Nyhoff, City Manager

EXHIBIT A**LIVING WAGE POLICY**

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

EXHIBIT A

Page 1 of 4

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1**Living Wage Policy**

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit _____. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.
- B. (Contractor or Vendor) agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2015**

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$14.92 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2016, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

EXHIBIT B**Scope of Services**

1. Vendor is a "Full Service" vendor capable of providing all services requested with no subcontracting of any portions of the projects, including presorting, artwork, programming, etc.
2. Vendor has a backup plan for disaster recovery and business continuity.
3. Vendors production facility, where forms will be printed and mailed, is located within the State of California.
4. Vendor is responsible for procuring and warehousing forms and envelopes in anticipation of printing needs at no cost.
5. Vendor will allow City representatives to view the production facility before selection of final vendor and/or during production of statements after the contract is awarded. This includes the possibility of a test run of a full file of bills with a City representative at the vendor's production facility.
6. Vendor has the capability to allow search and view of sample statements before and after mailing.
7. All work shall be done at a location that provides security and supervision from start to finish, including a well-defined quality control assurance program.
8. Vendor has the ability to handle a high-volume production on a daily basis.
9. All functions must be handled start to finish on the same premise, including inhouse presorting.
10. Bill to the City will include at minimum the following information presented on a monthly invoice:
 - a. Detailed cost of print, fold, insert, meter, sort of regular bills.
 - b. Detailed cost of print, fold, insert, meter, sort of delinquent notices.
 - c. Detailed cost of print, fold, insert, meter, sort of final accounts: 1st notices.
 - d. Detailed cost of print, fold, insert, meter, sort of final accounts: 2nd notices.
 - b. Detailed cost of print, fold, insert, meter, sort of business tax certificate renewal notices.
 - c. Detailed cost of print, fold, insert, meter, sort of business tax certificate delinquent notices.
 - d. Detailed cost of print, fold, insert, meter, sort of business tax certificate final notices.
 - e. Detailed cost of print, fold, insert, meter, sort of business tax certificates.
 - f. Cost of householding certain statements.
 - g. Detailed cost of print, fold, insert of additional materials handled such as inserts.
 - h. Postage
 - i. Other charges

Printing

1. Vendor is able to print same or better level of detail as current forms.
2. Vendor is able to print variable data in black, black plus one spot color, black plus multiple spot colors, or in full color (CMYK).
3. Vendor has ability to MICR/OCR laser print.
4. Vendor is capable of providing a graphical presentation of the water consumption data comparing usage for the last two 12-month periods.
5. Vendor is capable of printing standard 3 of 9 barcoding.
6. Vendor has multiple page and selective inserting capabilities (at least 5 inserts).
7. Vendor is able to laser image onto cut sheet paper.
8. Vendor is able to print in color advertisement on pre-designated area of the statement.
9. Vendor is able to print in color messages on predesignated area of the statement.
10. Vendor is able to print on the back of utility bill the instructions on how to pay at 7-Eleven including the logos and barcode compatible with the 7-Eleven store system.
11. Imaging resolution used in printing is 600 DPI or better.
12. Vendor is able to preprint forms, envelopes, and fliers (if necessary).
13. Vendor is able to warehouse preprinted forms (if necessary) in climate controlled facility for use at specified time.

Mailing

1. Vendor is able to mail daily (4 days per week) runs of approximately 3,000 per day and twice this quantity two times per month.
2. Vendor is able to mail monthly runs of approximately 875 business tax certificates and 1,210 business tax certificate renewal notices.
3. Turnaround: vendor is able to guarantee next-day printing and delivery to bulk mail center if file is delivered and approved by 5 PM.
4. Vendor has capability to CASS/PAVE/NCOA certify mail piece to obtain the lowest possible postage rate.
5. Vendor will mail via presort First Class mail to maximize postal discount.
6. Vendor is able to sort to the carrier route level.
7. Vendor will use the USPS full service Intelligent Mail Barcode for all outgoing mail pieces. Vendor must pass on \$0.003 discount per mail piece applied by the USPS for all full service IMB barcoded mail pieces.

8. Vendor will presort to conform to latest USPS notification.
9. Vendor will include zip+4 barcoding on all outgoing mail.
10. Vendor is able to provide proof of delivery to the USPS on an as requested basis.
11. Vendor will pre-pay for postage on agency's behalf and bill agency for actual postage used on a monthly basis.
12. There will be one utility bill, one return envelope and at least one insert (if any) per envelope.
13. There will be one business tax certificate renewal notice, one return envelope and at least one insert (if any) per envelope.
14. There will be one business tax certificate per envelope.
15. Multiple statements to the same owner and mailing address will be matched and handinserted in the appropriate size envelope, metered first-class separately, and delivered to the USPS at the same time as other bills are delivered.
16. City of Oxnard utility bills will be sorted separately and delivered via courier to the City designated person/location.
17. Certain business tax certificates (under a predefined code) will be sorted separately and delivered via e-mail in Pdf format to the City-designated person/location.

Inserting

1. Vendor is able to print inserts and meet the following requirements:
 - a. Average Quantity: 40,000 Utility Bills and 2,085 Business Tax forms per month
 - b. Frequency: Minimum of one insert per mail piece.
 - c. Artwork: CRA
 - d. Halftones: One per insert (optional)
 - e. Fold: To fit #10 envelope
 - f. Pricing: Per thousand
2. Vendor is able to receive and accept for mailing drop-shipped inserts.
3. Vendor is able to accept inserts of different weight of paper, paper size and type of fold, etc.

Technology/Hardware

1. Vendor has ability to accept upgrades to current customer billing system
2. Vendor will provide a password secure/secure directory.
3. Vendor will provide one password per customer, vendor controlled—no unauthorized access.
4. Vendor will provide an emergency backup plan for production and has the ability to duplicate all machinery to avoid an out of service situation.

5. At a minimum, vendor is capable of accepting, receiving data during 24 hours in the following methods:

- a. Electronic
- b. CD and/or Flash Drive
- c. Asynchronous transmission

6. Vendor has the capability to distinguish unique types of bills and business tax forms and use the appropriate color ink assigned to each type of forms:

Regular Bill

Regular Delinquent

1st Final Notice

2nd Final Notice

Business Tax Certificate Renewal Notices

Business Tax Certificate Delinquent Notices

Business Tax Certificate Final Notices

Business Tax Certificates

7. Vendor is able to perform Intelligent/Selective inserting based on unique type or other parameters provided in the data. Types might include but are not limited to the following examples:

- a. Cycle/Route
- b. Customer type (residential/commercial)
- c. Zip Code
- d. Business Classification Code
- e. Business Rate Code

8. Vendor has the ability to archive the data for viewing bills on-line or for use at a later time, if needed.

Additional Services

1. Vendor is capable of archiving bills for viewing and approval prior to sending file to production.

2. Vendor is capable of archiving bills for viewing bills on-line.

3. Vendor will serve as a resource expert regarding USPS postal regulations.

4. Vendor will serve as a resource for solution-based recommendations regarding technological change(s).

5. Vendor has Scanner/imaging capability.

Artwork

All artwork, layouts, plates, negatives, proofs, and all data discs, i.e., CD, DVD, etc., will become property of the City of Oxnard.

Scope of Services – Confidential Information

All information printed on the bills shall be considered private and confidential, including test files and sample documents provided during the RFP process.

Security, Compliance and Disaster Recovery

1. Vendor is "Red Flag Rules" compliant per the Fair and Accurate Credit Transactions Act of 2003 (FACTA).
2. Vendor is PCI Level 1 Certified. Vendor will provide most recent PCI certificate in the response.
3. Vendor has a comprehensive Information Security policy and complete set of procedures. Vendor will provide details on policies and procedures in the response.
4. Vendor has a disaster recovery plan to process Agency billing if the main facility becomes inoperable. Provide locations and information about all disaster recovery facilities.
5. Vendor owns and operates at least one disaster recovery facility that must be located in a geographically diverse location from the main production site.
6. The vendor allows periodic site visits by Agency personnel.
7. The vendor has a backup generator at its California facility capable of generating enough power to run all production equipment in case the power grid goes down.

Customer Support

1. Vendor provides unlimited customer support to agency personnel during vendor's business hours.
2. Vendor provides procedures for after-hours support.
3. Vendors company holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day Observed.
4. Vendor will provide contact points for customer service.
5. Vendor will provide a dedicated project manager for implementation and ongoing customer support after project go-live.
6. Vendor will provide weekly status updates during all project implementations.

File Transfer and Data Processing

1. Vendor has the ability to accept daily files using an HTTPS upload or a standard FTP or SFTP transmission with PGP encryption support. Agency must be able to log into the Vendor's server and transmit the files 24/7.

2. Vendor is able to accept Agency files in their current format as Agency may be unable to change the file format without manual intervention and/or a modification to their system. Vendor must be able to handle: Data files are flat files (ASCII), PDF files, CSV files, TXT files, PRN files, etc.

3. The vendor will provide a web-based interface to: Track the status of job types through the production process

View reports

Manage inserts

Process exception or special handling of documents

Manage ad hoc messages displayed on job output

Upload test files

Contact vendor customer service

4. Vendor will provide agency the ability to view and approve sample forms online before they are printed and mailed. Included with the samples must be a summary of the total counts of printed forms, suppressed bills, and a count of any inserts included with the batch.

5. Vendor has the capability to suppress the printing of forms and/or envelopes for certain customers, based on agency requirements. Suppression could be on a one-time or ongoing basis.

6. Vendor is able to produce agency form in the current format, propose a new form format and/or provide a form re-design included in the implementation.

7. Vendor is capable of producing remittance compatible with Motorola DS9208 Barcode Scanner: DS9208-DL00004NNWW

8. Vendor has the capability to print:

a. Intelligent bill messages based on customer type

b. Logos

c. Usage history graphs comparing water consumption of the last two 12-month periods

d. Multiple page bills as needed

9. Vendor is capable of presorting documents and including an intelligent mail barcode (IMB).

10. Vendor will provide an interface that will allow agency to update requirements for form messages and form inserts on an ad-hoc basis. Interface must allow agency to include/exclude inserts and messages based on agency requirements including customer type, account number, or other parameter within the data file.

11. Vendor has in place and will provide as part of the response a comprehensive Quality Control plan for ensuring the data, printing and mailing is error free.

12. Vendor will provide a process of "pulling" a form from the live production file. Vendor must indicate in the response whether fees apply.

13. Vendor has printing equipment that can print variable data in black or in full color and explain how redundancy is achieved in the event of equipment failure at the facility.

14. Vendor has mailing equipment that can keep track of mail piece sequencing to prevent mailing errors and explain how redundancy is achieved in the event of equipment failure at the

facility.

15. Vendor has procedures for ensuring that the file transmissions are completed successfully. Vendor must provide in the response details on what happens if a file transfer errors.

16. Vendor has the ability to provide an exception handling service to allow Agency to divert individual forms from the main batch based on business rules or a flag in the data file. The exceptions must be viewable in a web portal to allow Agency to individually approve or reject them for printing and mailing.

Materials

1. Vendor will support the following paper stock: 8.5" x 11", 24# with a micro perforation and 8.5" x 11, 24# without perforation.

2. Vendor is able to provide:

- a. A double window #10 mailing envelope, 24# white paper stock
- b. A single window #9 security return envelope, 24# white paper stock
- c. Single window #10 envelope, 24# white paper stock
- d. #9 no window security return envelope, 24# white paper stock
- e. Above various sized envelopes in 30% post consumer recycled
- f. Eco-envelopes or reusable envelopes

3. Vendor will provide the ability to print inserts, newsletters or other notices to be included with regular mailings.

4. Vendor agrees to receive shipments of inserts and store/warehouse all forms and envelopes used to process agency forms.

5. Vendor is able to dynamically print content after the statement page as additional pages. This optional process would allow the Agency to eliminate preprinted materials such as inserts and have them produced as part of the bill package.

Archived Documents

1. Vendor is able to archive as PDF files of document images. PDF images must be available on the same day that data files are processed.

2. Vendor will supply an online interface to agency to view the document images produced. Vendor will provide details about the interface capabilities.

Screen shots of the interface

Search capability

Print capability

Process for viewing archived bill images

Process for emailing archived bill images to specific customer email addresses

3. Vendor is capable of indexing at least 5 data fields for searching via online interface.

4. Vendor is able to store document images for 36 months.

5. Vendor is capable of taking static PDF images from the Agency of inserts, notifications or

newsletters and including them with the form image that is archived.

Reporting

1. Vendor will provide an email confirming receipt of file transmission for data processing.
2. Vendor will provide daily production confirmation reports. This report will contain the following details, at a minimum:
 Number of forms received for processing
 Number of forms printed
 Number of suppressions
 Postage presort breakdown including actual rates
 Inserts used and insert counts
 Total \$ value of bills contained in data file
3. Vendor will provide an NCOA or ACS Move update report that includes customer name, account number, previous address, updated (new) address.

InfoSend eBusiness

Client may select one or more of InfoSend's Primary Services from the list below. Optional Service Features can be turned on or off at any time without incurring a termination fee when turned off.

Vendor can provide eBusiness services (the "eBusiness Services") to the City as described and priced below. These services can include presenting bills online and/or accepting payment transaction information to facilitate ACH and/or credit card payments.

Online BillPay (EBPP)

- Fully featured EBPP service (Electronic Bill Presentment and Payment).
- Customers self-enroll for the service and create a username and password to securely access their eBills and make payments.
- Multiple payment options include checking/savings account (ACH), and credit/debit cards.
- Payment accounts are stored as a Payment Profile for easy repetitive use.
- Go Green! Eliminate paper bills and reduce the fuel used to deliver them with paperless billing.
- Customers can view their eBills and view the account balance before making a payment.
- Customer-activated AutoPay and other features.

CSRPAY

- This service can be purchased as an optional addition to one of the above services.
- This service gives your CSRs the ability to take live payments over the phone or in person.

Standard Offering - Detailed List of Features

Feature	Feature Description – EBPP and QuickPay
No Hardware or IT Costs	Use of Software as a service (SaaS) model and allow InfoSend to host City's billing portal to realize cost savings on Day 1.
Secure Communications and Infrastructure	Utilizing industry best 3 tier architecture and 128-bit SSL encryption for all web traffic for City and customers' protection.
PCI-DSS Certified	Level 1 PCI Certified platform (the strongest designation possible), taking your systems and personnel out of PCI scope.
Branded Portal	Vendor will add City's logo, colors and information for a "branded" look and feel.
Billing Cycle File Data Processing	InfoSend will process your billing cycle output to parse accounts and amounts due for customer access online.
Daily New Account and Account Balance Processing	Vendor will process a daily export of your account list and their balances (if biller system capable). This allows customers to pay as soon as possible and to present most recent balance at all times. No need to "wait" for next billing cycle to collect funds online from new customers.
One-Time Payments	Ability for customer to make one-time payment on their account with payment methods of your choice (ACH, CC).
Payment "tokenization"	Customer's sensitive payment information (card or routing numbers) will not be stored by City or Vendor. Vendor passes sensitive information to bank/processor and only stores a "token" in return, an extremely secure practice.
Payment Reporting and Transfer	Vendor standard delimited file for import into your billing system and transferred securely by desired method: secure FTP, secure portal download. Custom file format available for additional charges.
Archived Payment History	Archived payment history stored for your reference up to 18 months.
Customer Self-Enrollment	Customer ability to "enroll" for the online service
Username & Password	Customers pick a username and password to login and pay one or many accounts. Complete self-administration with "forgot username or pass" functionality.
Email Notifications	Ability for customer to receive system-generated emails for certain events: new bill, payment confirmation, payment failure (ACH return), and more.
Presentment of Bills	Vendor will process monthly output and present copies

Feature	Feature Description - EBPP and QuickPay
	of bills online for customers to view full detail.
"Push" eBill	Ability to "push" bill via email to customer.
Bill History	Customers will have access to 18 calendar months of bill history, starting from enrollment date forward.
Paperless Billing	Customer ability to choose paperless billing. Bills are excluded automatically from print file. Otherwise, paperless status reports are shared on a daily basis.
Customer Stored Payment Profiles	Ability for customer to store payment account on file for quick, three-click one-time payments or automatic payments.
Recurring Payments (AutoPay)	Ability for customer to self-enroll. Vendor to schedule automatic payments from chosen payment account each billing cycle for the amount due.
Payment Summary Report	Human readable summary report of accounts, pay methods and total amounts received by the online portal.
User "Subscription" Report	A daily, weekly or monthly report giving City full demographic data on your customers: email address, paperless preference and AutoPay setting.
ACH Return Report	Receive notification as soon as an ACH return is reported, allowing City to monitor potential delinquencies.
Full-Featured Customer Service Portal (CSR Portal)	CSR access to a full-featured portal for doing payment and billing research, as well as support customer configurations on their behalf: issue reset passwords, modify paperless and AutoPay preferences, resend eBills, add or remove payment profiles
Two-way, Secure Customer Service Communication Tool	Ability for customers to submit requests securely via the user portal to the CSR portal. Ability for the CSR to reply securely, and "close" the request when resolved. Communications are archived forever as reference.

COST SECTION

I. Project Cost: Data Processing, Printing, and Mailing for Utility Billing

Provide a cost proposal for print and mail development, implementation, and ongoing maintenance. This section adhere to the provided table form. Identify all costs to be billed to the project, including out-of-pocket expenses such as travel and office support.

Initial and Ongoing Professional Services Fees		
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing, and implementation.	\$ 0.000	One-Time Fee
Professional Services Charges For requested programming changes after initial implementation.	\$ 160.00	Per Hour

Cost of Materials		
White Paper Stock Cost 8.5x11", white 24 pound paper stock. Vendor must be able to provide a micro-perforation on all 1-page statements and on the first page of each multiple page set. The additional pages of the multiple page sets must not have a perforation. The paper cost charged to City of Oxnard for all pages must be the same for simplicity sake.	\$ 0.015	Per Sheet
Blank Outgoing Envelope Cost Double window #10 envelope with security tint. Double window #10 envelope with security tint (30% post consumer recycled). Eco-envelope or reusable.	\$ 0.015	Per Envelope
	\$ 0.020	Per Envelope
	\$ 0.039	Per Envelope
Blank Return Envelope Cost Single window #9 envelope with security tint. Single window #9 envelope with security tint (30% post consumer recycled).	\$ 0.014	Per Envelope
	\$ 0.017	Per Envelope
Flat Envelope Cost Applies only to multi-page bills that do not fit in the standard double window #10 envelope.	\$ 0.160	Per Envelope

Service Fees		
Existing Format: Per Page Utility Bill and Delinquent Notice Service Fee (excluding materials) approx. 50,000 per month Includes file transmission, data processing, duplex black plus blue printing of variable data, mail preparation (folding, inserting a 1-page bill and the return envelope into an outgoing envelope), and delivery to the USPS. Additional pages priced at the same service fee. Vendors must price this option out.	\$ 0.050	Per Page
Alternate Utility Bill and Delinquent Notice Format A: Same as Existing Format, Except:	\$ 0.058	Per Page

Duplex black plus two spot colors of AGENCY's choosing. Vendors can optionally quote this alternative format to give AGENCY the ability to highlight key data in colors other than black. The additional colors that will be used will be setup during implementation and stay constant until AGENCY requests a change. If you cannot provide this format type "Not Available" in the price area.		
Alternate Utility Bill and Delinquent Notice Format B: Same as Existing Format, Except: Duplex full color (CMYK) printing of variable data. Vendors can optionally quote this alternative format to give AGENCY the ability to create a fully dynamic bill design that can support multiple colors and the dynamic printing of logos and photos in full color. If you cannot provide this format type "Not Available" in the price area.	\$ 0.068	Per Page
Handwork Fee For householding when there are too many pages to be inserted by machine. For example if multiple bills are grouped together into one envelope or box to reduce the average per page postage amount. These high page count sets can either be inserted into a #10 envelope, flat 9x12" envelope or a box.	\$ Waived \$ 0.350 \$ 0.350	Per #10 Package Per Flat Envelope Per Box
Optional Marketing Insert Fee Charge for inserting client-provided marketing insert. For example: Newsletter.	\$ 0.010	Per Additional Insert
Optional Move Update Service Fees NCOALink or ACS service.	\$ 0.350	Per Reported Change
Optional Archive Fee Images must be stored in PDF format for 24 months.	\$ 0.017	Per Archived PDF

II. Project Cost: Data Processing, Printing, and Mailing for Business Tax Forms

Initial and Ongoing Professional Services Fees		
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing, and implementation.	\$ 0.000	One-Time Fee
Professional Services Charges For requested programming changes after initial implementation.	\$ 160.00	Per Hour
Cost of Materials		
White Paper Stock Cost 8.5x11", white 24 pound paper stock, no perforation. The paper cost charged to City of Oxnard for all pages must be the same for simplicity sake.	\$ 0.015	Per Sheet
Business License #10 Custom Envelope Single Window Outgoing – Est Volume 875/month. These envelopes include City Logo on the upper left hand corner with a clear film. Single window #10 envelope with a clear film.	\$ 0.050	Per Envelope
Single window #10 envelope with a clear film (30% post consumer recycled).	\$ 0.060	Per Envelope
Eco-envelope or reusable.	\$ N/A	Per Envelope

Business License Alternate #10 Custom Envelope Single Window Outgoing – Est Volume 1,210/month “Business Tax Certificate Renewal Enclosed – Open Immediately” printed on front of #10 envelope. These envelopes include City Logo on the upper left hand corner with a clear film. Single window #10 envelope with clear film. Single window #10 envelope with a clear film (30% post consumer recycled). Eco-envelope or reusable.	\$ 0.050	Per Envelope
	\$ 0.060	Per Envelope
	\$ N/A	Per Envelope
Business License #9 Custom Courtesy Reply Envelope – Est Volume 1,210/month These envelopes include City Logo on the upper left hand corner with the City’s return address. #9 envelope (30% post consumer recycled).	\$ 0.045	Per Envelope
	\$ 0.055	Per Envelope
Flat Envelope Cost Applies only to multi-page forms that do not fit in the standard double window #10 envelope.	\$ 0.160	Per Envelope

Service Fees		
Business Tax Certificate – Est Volume 875/month Price includes black ink and blue simplex printing from Postscript file	\$ 0.110	Per Page
Business Tax Certificate Renewal Notices – Est Volume 860/month & Business Tax Certificate Delinquent Notices – Est Volume 225/month Price includes black ink duplex printing from a Postscript file. Mail pieces normally have 2 pages. Price is per page	\$ 0.110 \$ 0.110	Per Page Per Page
Business Tax Certificate Final Notices – Est Volume 125/month Price includes black ink simplex printing from a Postscript file	\$ 0.110	Per Page
Handwork Fee For householding when there are too many pages to be inserted by machine. For example if multiple forms are grouped together into one envelope or box to reduce the average per page postage amount. These high page count sets can be inserted into a #10 envelope or flat 9x12” envelope.	\$ Waived	Per #10 Package
	\$ 0.350	Per Flat Envelope
Optional Marketing Insert Fee Charge for inserting client-provided marketing insert. For example: Newsletter.	\$ 0.010	Per Additional Insert
Optional Move Update Service Fees NCOALink or ACS service.	\$ 0.350	Per Reported Change

III. Project Cost: Optional Electronic Bill Presentment and Payment

Provide a cost proposal for EBPP development, implementation, and ongoing maintenance. This section should be in table form, with costs for each task, each key area of focus, total project implementation cost, and ongoing post-production maintenance costs for EBPP. The matrix should include the name of the project team member and hourly rate for task. Identify all costs to be billed to the project, including out-of-pocket expenses such as travel and office support. **YOU MUST USE THE FOLLOWING MATRIX TABLE AND FILL IT OUT COMPLETELY. YOU MUST LIST YOUR VENDOR PAYMENT PROCESSING CHARGES AND PAYMENT PROCESSOR CHARGES SEPARATELY ON THE APPROPRIATE LINES.**

If the Cost Proposal includes hosting, these costs should be clearly stated and separate from development costs.

Also provide an estimate summary of the total cost for implementation and maintenance of the "future phases" section of the scope of work. Please use the following exact cost matrix for pricing out your EBPP bid:

EBPP Item or Function	Cost	Description/ Explanation
Set Up & Implementation: EBPP portal and payment configuration	\$ 1,000,000	One time cost
Option One: Price to Load all AGENCY bills into system and store for 24 months	\$ 0.014	Per eBill
Price charged per enrolled customer per month	\$ Waived	
Price charged to send bill to AGENCY customer via email	\$ Waived	
Price per payment initiated via the EBPP system	\$ 0.030	To Paymentus
Monthly Maintenance/Support Costs	\$ 100.00	
Programming charges per hour	\$ 160.00	
Other (explain in 3 rd column)	\$ TBD	If payments are initiated to a payment company other than Paymentus then a higher payment initiation fee may apply.
Other (explain in 3 rd column)	\$	
Other (explain in 3 rd column)	\$	

**INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-D.doc



CERTIFICATE OF LIABILITY INSURANCE

INFOS-1 OP ID: KO

 DATE (MM/DD/YYYY)
05/07/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Friedmann & Friedmann Inc Svcs CA License #0789373 3990 Westlark Place Suite 100 Newport Beach, CA 92660 Kevin K. O'Connor		CONTACT NAME: Kevin K. O'Connor PHONE (A/C, B/L, Ext.): 949-253-8000 FAX (A/C, No.): 949-253-8009 E-MAIL ADDRESS: Kevin@fendline.com	
INSURED INFOSEND, Inc. 4340 E. La Palma Ave Anaheim, CA 92807		INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Axis Surplus Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

ITEM NO.	TYPE OF INSURANCE	ADDITIONAL INSURER (IND. NAME)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	X	36031149	02/24/2015	02/24/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRE AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		73687120	02/18/2015	02/18/2016	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ RETENTION \$	X	79896866	02/24/2015	02/24/2016	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	71749812	02/01/2015	02/01/2016	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Errors & Omission		MCN000222031401	12/01/2014	12/01/2016	Limit \$ 6,000,000 Deductible \$ 25,000

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

Certificate Holder is hereby named as an additional insured with regards to General Liability. Waiver of subrogation applies to workers compensation.

CERTIFICATE HOLDER City of Oxnard 214 South C Street Oxnard, CA 93030	CANCELLATION OXNAR-2 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2014/01)

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 03 04 (Ed. 7-08)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on **02/01/15** at 12:01 A. M. standard time, forms a part of
(DATE)

Policy No. **(16)7174-98-12** of the **FEDERAL INSURANCE COMPANY**
(NAME OF INSURANCE COMPANY)

issued to **INFOSEND INC**

Endorsement No. _____

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. The additional premium for the blanket waiver offered by this endorsement shall be 1.00 % of total California premium.

Schedule**Person or Organization****Job Description**

**BLANKET WAIVER - ANY PERSON OR ORGANIZATION
FOR WHOM THE NAMED INSURED HAS AGREED BY
WRITTEN CONTRACT TO FURNISH THIS WAIVER**

ALL CALIFORNIA OPERATIONS

WC 99 03 04 (Ed. 7-08)

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. - CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED**A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons and Organizations As Insureds**Original Written Insured Contract**

Paragraph A.1 - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
 - (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.
3. **FELLOW EMPLOYEE COVERAGE**
EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.
4. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**
Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.
5. **AUTO LOAN/LEASE GAP COVERAGE**
Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:
- c. **Unpaid Loan or Lease Amounts**
In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:
1. The amount paid under the Physical Damage Coverage Section of the policy; and
 2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.
- We will pay for any unpaid amount due on the loan or lease if caused by:
1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
 3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
6. **RENTAL AGENCY EXPENSE**
Paragraph A. 4. - COVERAGE EXTENSIONS - of

SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

- d. **Rental Expense**
We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:
- MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:**
1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
 2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
 3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
 4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.
7. **EXTRA EXPENSE - BROADENED COVERAGE**
Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:
- e. **Recovery Expense**
We will pay for the expense of returning a stolen covered "auto" to you.
8. **AIRBAG COVERAGE**
Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.
9. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**
Paragraph C.2. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:
2. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

Liability Insurance**Endorsement**

Policy Period FEBRUARY 24, 2015 TO FEBRUARY 24, 2016
Effective Date FEBRUARY 24, 2015
Policy Number 3603-11-49 NBO
Insured INFOSEND INC

Name of Company FEDERAL INSURANCE COMPANY
Date Issued FEBRUARY 4, 2015

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).
- 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.

Liability Endorsement
(continued)

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 a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



Agreement No. A-7828**FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES**

This First Amendment to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th day of June, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and Infosend, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on October 13, 2015, by City and Infosend, Inc.

City and Infosend, Inc. agree as follows:

1. In Section 3, the date "June 30, 2018" is deleted and replaced by the date "June 30, 2020".
2. At City's option, this agreement may be renewed for an additional period of twelve (12) months after June 30, 2020.
3. In Section 4, the amount set forth is increased from \$926,923 to \$1,523,923.
4. In Exhibit B Scope of Services, add under Printing:
 14. All document types will be produced on the Ricoh VC 60000 high-capacity inkjet printer (replacing production of notices produced on the Xerox laser printers)
5. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]



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

CITY OF OXNARD

VENDOR/CONTRACTOR/CONSULTANT

Tim Flynn 6/12/18
Tim Flynn, Mayor Date

Russ Rezai, Chief Operating Officer
Date

ATTEST:

Michelle Ascencion 6/12/18
Michelle Ascencion, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer 6/6/18
Stephen M. Fischer, City Attorney Date

APPROVED AS TO CONTENT:

Eden Alomeri 6/6/18
Eden Alomeri, Project Manager Date

Phillip S. Molina 6/6/18
Phillip S. Molina, City Treasurer Date

APPROVED AS TO AMOUNT:

for Scott Whitney 12 June 2018
for Scott Whitney, Interim City Manager Date

APPROVED AS TO INSURANCE:

Mike More 6/8/18
Mike More, Risk Manager Date

The City requires the following for any contract:

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

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

**PLEASE DO NOT
REMOVE THIS BOX**

Agreement No. A-7828

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

CITY OF OXNARD**VENDOR/CONTRACTOR/CONSULTANT**

Tim Flynn, Mayor

Date

Russ Rezai, President

6/8/18
Date

Roxana Weil, EVP

6-8-2018
Date

ATTEST:

Michelle Ascencion, City Clerk

Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Date

APPROVED AS TO CONTENT:

Eden Alomeri, Project Manager

Date

Phillip S. Molina, City Treasurer

Date

APPROVED AS TO AMOUNT:

for _____
Scott Whitney, Interim City Manager

12 June 2018
Date

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



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.5**

DATE: June 2, 2020

TO: City Council

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

SUBJECT: California Department of Housing and Community Development (HCD) Local Early Action Planning (LEAP) Grant Program Application.

RECOMMENDATION

That the City Council:

1. Adopt a resolution authorizing the City Manager or designee to submit an application for \$500,000 in LEAP grant program funds (no City match required) to evaluate housing development opportunities along the Oxnard Boulevard/Saviers Road corridors, and complete the environmental review for the 2021-2029 Housing Element and related actions;
2. Authorize the City Manager or designee to accept the LEAP grant upon award; and
3. Authorize an administrative budget adjustment by the Chief Financial Officer (CFO) upon award of the grant.

BACKGROUND

Increasing the availability of affordable homes statewide is critical to bettering the quality of life of all Californians and to ending homelessness. In the 2019-20 Budget Act, Housing & Community Development (HCD) established the Local Early Action Planning (LEAP) Grant Program with \$119 million for cities and counties to update their planning documents in the Southern California Association of Governments (SCAG) Region. As part of this Oxnard will prepare a 2021-2029 Housing Element that demonstrates capacity to develop housing over 8,500 housing units.

LEAP grant funds are based on the City's total population and the City of Oxnard (City) is eligible to apply for the maximum award amount of \$500,000. The LEAP Grant Program provides a list of pre-approved projects and a streamlined grant approval process through July 1, 2020. Streamlined approval means that for projects clearly meeting the intent of the LEAP program, funds may be adjusted between projects as scopes of work and contracts are finalized. Lump sum payments can be made to the City with verification required via invoices to document services provided. Accounting associated with this grant will require minimal staff time.

Staff is recommending two projects which further housing and master planning and are in alignment with the HCD LEAP program guidelines:

PROJECT No. 1

Oxnard Corridor Community Transportation Improvement Plan II (OCCTIP II)

In 2014, the Community Development Department received a \$250,000 Caltrans transportation planning grant for their "Community Based Transportation Planning Program." OCCTIP focused on transforming 7.2 miles of State highways, relinquished to the City in 2013, into complete streets suitable for two-way bus transit, bicycles, and pedestrians.

OCCTIP included a total of eight (8) roadway segments. Roadway segments included: Oxnard Boulevard (formerly State Route 1) from the 101 Freeway to Pleasant Valley Road, Fifth Street (formerly State Route 34) from Oxnard Boulevard to Rice Avenue, and Vineyard Avenue (formerly State Route 232) from Oxnard Boulevard to the 101 Freeway. The study was completed and presented to the City Council in 2016. The study recommended realignment of Oxnard Boulevard within existing rights-of-way at several locations, utilizing round-a-bouts, upgrading and/or adding sidewalks and bike lanes, upgrading and adding full traffic signalization, and significant landscaping. Detailed plans were prepared for each of the eight segments and the estimated cost was \$76 Million. The OCCTIP Final Plan, including community comments and workshops are available at <https://www.oxnard.org/wp-content/uploads/2016/04/occtip-final-draft-report-2-15-16x.pdf>.

Saviors Road from Five Points to Hueneme Road is also a major corridor but was not included in OCCTIP as Saviers Road was not a former Caltrans highway. Drawing from and expanding upon the OCCTIP plan, staff is recommending adding Saviers Road to the OCCTIP which would be referred to as segment 9.

The proposed OCCTIP II plan would then complete a land use and ownership study of neighborhoods and parcels along selected portions of the different roadways in the plan, identifying parcels suitable and feasible for housing development opportunities and engaging neighborhood organizations and Gold Coast Transit. The outcome of the OCCTIP II study is to provide the City with a strategy to implement the initial OCCTIP street improvements and identify multi-family housing opportunity sites, likely served by Gold Coast Transit, for the 2021-2029 Housing Element.

OCCTIP II would have five major tasks, as follows:

TASK 1: Add Saviers Road to OCCTIP

Update the OCCTIP I study to include the Saviers Road corridor as Segment 9 (see Attachment 1). Saviers Road was not a State highway and not within the scope of the original study.

TASK 2: Land Use and Ownership Survey

Using County assessor data and verifying with site inspection, prepare a land use survey for two to four blocks on each side of portions of the nine OCCTIP II segments. Summarize and map the corridors depicting parcels and areas with potential for housing and density.

TASK 3: Feasibility and Suitability Sample

Select a sample of parcels and develop a pro forma reflecting housing opportunities by area that includes public infrastructure and transit improvements.

TASK 4: Community and Transit Stakeholders

At various stages, engage with community groups and Gold Coast Transit and consider routes, timing for route expansion, and infrastructure needs.

TASK 5: OCCTIP II and Housing Strategy

Prepare a strategy with implementation steps and financing options to both complete OCCTIP II improvements and foster public and private housing development along the segments.

The proposed cost for the OCCTIP II program is \$300,000. The approximate allocation would be 80% for a consultant (\$240,000), 15% for City staff (\$45,000), and 5% for administration (\$15,000). This allocation is consistent with LEAP grant funding program guidelines. The proposed timeline is to begin the project by Fall 2020, and identify housing opportunity sites by early 2021.

PROJECT 2

Environmental Review and Documentation for the 2021-2029 Housing Element and Related Actions

In tandem with OCCTIP II that will identify housing opportunity sites, the City is preparing its 2021-2029 Housing Element with a completion and adoption target of October 2021. In compliance with the California Environmental Quality Act (CEQA), Project 2 would review the potential environmental impacts of adopting the 2021-2029 Housing Element and related actions that are required by State law. The CEQA review will include the customary CEQA Tasks that will be determined based on the project description and potential impacts.

The proposed cost for the CEQA documentation is \$200,000. The approximate allocation would be 80% for a consultant (\$160,000), 15% for City staff (\$30,000), and 5% for administration (\$10,000). This allocation is consistent with LEAP grant funding program guidelines. The proposed timeline is to begin the project in early 2021.

ENVIRONMENTAL IMPACT

Application for grant funds is not considered a project under the California Environmental Quality Act (CEQA). CEQA review will occur as part of any subsequent discretionary actions.

STRATEGIC PRIORITIES

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

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

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

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

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

Goal 2. Enhance business development throughout the City.

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

Objective 2b. Improve relationships and communication between the City and the business community.

Goal 3. Enhance business retention and attraction.

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.

Objective 3a. Maximize funding sources.

Objective 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

The LEAP Grant funds are based on the City's total population making the City eligible to apply for the maximum amount of \$500,000 without any financial matching required. This grant does not require any minimum in-kind matching of staff time or cash match to support the project. All funds are required to be expended by December 31, 2023. Upon award, \$500,000 of LEAP Grant funding will be recognized and appropriated. It is anticipated that LEAP funds will include funds for staff and administrative functions to deliver the two recommended projects.

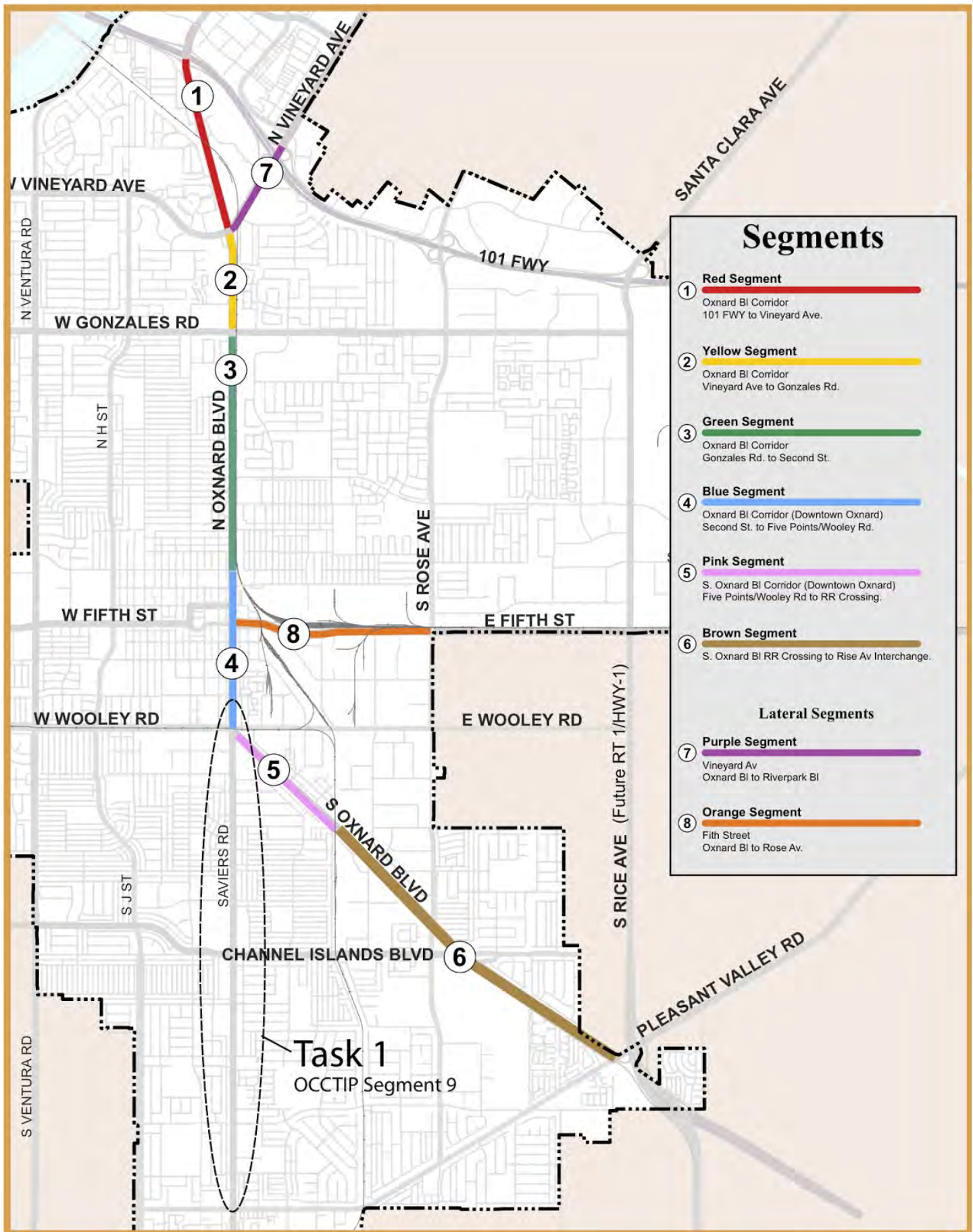
COMMITTEE OUTCOME

As this action is simply an application for grant funding, with no match required from the City, this item did not originate in the Committee. The projects identified for implementation have previously been considered by City Council.

Prepared by: Kathleen Mallory, Planning & Sustainability Manager, Chris Williamson, Contract Planner

ATTACHMENTS

1. Saviers Road to OCCTIP - Segment 9
2. Local Early Action Planning (LEAP) Resolution



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING APPLICATION FOR AND RECEIPT OF LOCAL EARLY ACTION PLANNING (LEAP) GRANT PROGRAM FUNDS. FILED BY ALEX NGUYEN, CITY MANAGER, ON BEHALF OF THE CITY OF OXNARD.

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, pursuant to Health and Safety Code Section 50515 *et. seq.*, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the City Council of the City of Oxnard desires to submit a LEAP grant application package (“Application”), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions; and

WHEREAS, the Department is authorized to provide up to \$119 million under the LEAP Grants Program from the 2019-2020 Budget Act related to the LEAP Program; and

WHEREAS, the LEAP Program application deadline is July 1, 2020 and the City of Oxnard qualifies for up to \$500,000 based on the City’s population; and

WHEREAS, the purpose of the LEAP Program is to enable cities and counties to proactively prepare and adopt plans and take related actions that enable and enhance development of housing, especially affordable housing, to ease the declared Statewide housing crisis.

NOW. THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. The City Council of the City of Oxnard is hereby authorized and directed to apply for and submit to the Department the 2020 LEAP Grants Program application released January 27, 2020 in the amount of \$500,000.

SECTION 2. In connection with the LEAP grant. if the application is approved by the Department, the City Manager or designee (Community Development Director, Jeffrey Lambert and/or Planning & Sustainability Manager, Kathleen Mallory) is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$500,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure

the LEAP grant, the City's obligations related thereto, and all amendments thereto (collectively, the "LEAP Grant Documents").

SECTION 3. The City shall be subject to the terms and conditions as specified in the Standard Agreement, the LEAP Grants Program Guidelines, and any applicable guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the LEAP NOFA, the LEAP Program Guidelines, and 2020 LEAP Grants Program Application.

SECTION 4. The City of Oxnard is authorized to execute the City of Oxnard LEAP Grants Program application, the LEAP Grant Documents, and any amendments thereto, on behalf of the City as required by the Department for receipt of the LEAP Grant, and 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 City Manager or designee or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED by the City Council of the City of Oxnard on this 2nd day of June, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascension, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.6

DATE: June 2, 2020

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org
 Darwin Base, Fire Chief, (805) 385-7700, darwin.base@oxnard.org

SUBJECT: Adoption of Ordinance No. 2979 and Ordinance No. 2980 Revision of Existing Fees and Adoption of New Fees Related to Development Impact Fees and the Affordable Housing In-Lieu Fee and Inclusionary Housing Ordinance Amendments.

RECOMMENDATION

That the City Council adopts Ordinance No. 2979 and Ordinance No. 2980 (read by title only, waiving further reading) approving the revision of existing fees and adoption of new fees related to Development Impact Fees and the Affordable Housing In-Lieu Fee and Inclusionary Housing ordinance amendments.

BACKGROUND

Ordinance No. 2979 and Ordinance No. 2980 were introduced to the Council at its May 19, 2020 meeting. Following a public hearing, the Council approved with a 6-1 vote the first reading of the ordinance for future adoption. Staff has received no comments on the ordinance since its introduction. If adopted by Council on June 2, 2020 the ordinance will take effect in thirty days, on July 2, 2020.

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.

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 3. Ensure Funding is adequate to meet the goals of the master plans.

Objective 3a. Maximize funding sources.

Objective 3b. Set rates and fees to fully recover cost.

FINANCIAL IMPACT

Development Impact Fee Study

No direct fiscal impacts to the City's operating budget are expected as a result of this recommended action. Rather, Development Impact Fees ("DIF") are fees paid by new development to fund the capital cost of providing municipal facilities to serve the increased demands from that development. Since the City's current adopted fees have not been updated in some time (varies by fee) the recommended action will generate additional funds beyond those expected under the existing DIF schedule. The consequence of not updating the DIFs would be an inability of the City to keep up with the increased capacity needs created by new development, which would lead to a lower overall quality of life for both current and future residents. By enacting the Mitigation Fee Act, the State legislature has concurred that the cost of mitigating the impacts of new development should be borne by new development and not existing residents and businesses.

Affordable Housing In-Lieu Study

Direct fiscal impacts to the City's operating budget are not expected as a result of this recommended action. Rather, Affordable Housing In-Lieu are fees paid by new development which will provide funding that will be used by the Housing Department to create new affordable housing opportunities in the City. This will include leveraging Affordable Housing In-Lieu funds with other state and federal housing funds to build more affordable units than would have otherwise been constructed by relying on just one funding source. Since the City's currently adopted Affordable Housing In-Lieu fees have not been updated in some time, the recommended action will generate additional funds beyond those expected under the existing fees.

COMMITTEE OUTCOME

On April 28, 2020, members of the Public Works and Transportation Committee passed a motion regarding the recommendations of the Development Impact Fee Study to the full City Council without making a recommendation in overall support of each of the specific fees.

The members of the Housing and Economic Development Committee recommended on a vote of 3-0 to forward a recommendation to the full City Council to approve the recommended Affordable Housing in-lieu Fee, including support for updating the inclusionary housing ordinance.

Prepared by: Jeffrey Lambert, Community Development Director, Rosemarie Gaglione, Public Works Director, Emilio Ramirez, Housing Director, Elsa Brown, Affordable Housing Program Manager, Kathleen Mallory, Planning & Sustainability Manager, Tara Mazzanti, Assistant City Attorney

ATTACHMENTS

1. Development Impact Fee Ordinance
2. Affordable Housing In-Lieu Fee Ordinance

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2979

ORDINANCE OF THE CITY OF OXNARD REGARDING DEVELOPMENT IMPACT FEES AMENDING ARTICLE VI, CHAPTER 15, DIVISION 1, SECTIONS 15-165, 15-166, 15-167, 15-170, 15-171, 15-173, 15-174, 15-178, AND ADDING SECTIONS 15-183 AND 15-184, AMENDING DIVISION 2, SECTIONS 15-186 AND 15-188, AMENDING DIVISION 5, SECTIONS 15-216, 15-218, 15-219, AND ADDING SECTION 15-220, AMENDING DIVISION 6, SECTIONS 15-225, AND 15-229, ADDING DIVISION 8, SECTIONS 15-242, 15-243, 15-244, AND 15-245, AND MAKING FINDINGS PURSUANT TO CEQA

WHEREAS, on May 19, 2020, the City Council held a duly noticed open and public meeting regarding the adoption of the proposed updated Development Impact Fee Nexus Study, as required by Government Code Sections 66016, 66017, and 66018; and

WHEREAS, the amount of each fee has been determined and calculated in a manner consistent with the Mitigation Fee Act and any applicable finance plan; and

WHEREAS, the effective date of a resolution that establishes the initial amount or increase of a fee is to be determined in accordance with California Government Code Section 66017; and

WHEREAS, all other prerequisites to the adoption of this Ordinance, the approval of the Development Impact Fee Nexus Study, prepared by Harris & Associates, and dated, April 2020, and the proposed updated Growth Requirement Capital Fee, Park and Recreation Fee, Traffic Circulation Fee, Storm Drainage Fee, Mobility Fee, and Utility Undergrounding In-lieu Fee have been followed; and

WHEREAS, City staff has evaluated the potential environmental impacts of the adoption of this Ordinance, the approval of the *Development Impact Fee Nexus Study* prepared by Harris & Associates and dated April 2020, and the updated Growth Requirement Capital Fee, Park and Recreation Fee, Traffic Circulation Fee, Storm Drainage Fee, Mobility Fee, and Utility Undergrounding In-lieu Fee pursuant to the California Environmental Quality Act ("CEQA"). City staff has determined that these actions do not constitute a "project" under CEQA pursuant to State CEQA Guidelines Section 15378(b)(4) because these actions involve the creation of a government funding mechanism which does not involve any commitment to any specific project which *may* result in a potentially significant physical impact on the environment.

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

PART 1. Article VI, Chapter 15, Division 1 of the Oxnard City Code is hereby amended, and Section 15-183 and Section 15-184 are added to read as follows:

“ARTICLE VI. DEVELOPMENT FEE PROCEDURES

DIVISION 1. IN GENERAL

SEC. 15-165. APPLICABILITY.

- (A) This division applies to all development fees imposed by the city council as a condition of development approval for the purpose of financing capital improvements, the need for which is attributable to such development, unless the development fee is exempted herein or by other law.
- (B) The development fees to which this division applies include, but are not limited to: (1) Planned drainage facilities fees imposed pursuant to division 2 of this article;
- (2) Planned wastewater facilities fees imposed pursuant to division 3 of this article;
- (3) Planned water facilities fees imposed pursuant to division 4 of this article;
- (4) Planned traffic circulation facilities fees imposed pursuant to division 5 of this article; and
- (5) Growth requirement capital fees imposed pursuant to division 6 of this article.
- (6) Mobility fee imposed pursuant to division 7 of this article.

SEC. 15-166. EXEMPTIONS.

- (A) The provisions of this division do not apply to any monetary exactions other than development fees.
- (B) Such monetary exactions include, but are not limited to: (1) Taxes or special assessments;
- (2) Fees for processing development applications or approvals;
- (3) Fees for enforcement of or inspections pursuant to regulatory ordinances;
- (4) Fees collected under development agreements adopted pursuant to Cal. Gov't Code Section 65864 et seq.;
- (5) Fees specified in Cal. Gov't Code Section 66477;
- (6) Fees imposed pursuant to a reimbursement agreement by and between the city and a property owner or developer for that portion of the cost of a capital improvement paid by the property owner or developer which exceeds the need for the capital improvement attributable to and reasonably related to the development.

SEC. 15-167. DEFINITIONS.

Except as otherwise provided with regard to a particular development fee, the following definitions apply for purposes of this article and any resolution adopted to implement development fees imposed by this article:

- (A) **ACCESSORY DWELLING UNIT (ADU)**- A second unit on the same lot that is attached or detached from a residential unit.
- (B) **ADMINISTRATIVE FEES**- The share of the Development Impact Fee that is allocated to fund the cost of the City administration.
- (C) **APPLICANT**- The owner, or duly designated agent of the owner, of property as to which a request for development approval is received by the city.
- (D) **APPROVAL OF A DEVELOPMENT PROJECT** - Tentative subdivision map or parcel map approval if development fees could lawfully be imposed at such time; building permit issuance if development fees could not lawfully be imposed at the time of tentative subdivision

map or parcel map approval or if the city did not approve a tentative subdivision map or parcel map for the project; or any other inspection, certificate, approval or collection of fees connected with the development project if neither of the foregoing situations applies.

(E) **BENEFIT AREA** - The geographic area within which development fees are collected and expended for a particular type of capital improvement serving development projects within such area.

(F) **BUILDING PERMIT** - The permit issued or required for residential development, nonresidential development, commercial development, industrial development or other development within the city, pursuant to and as further defined by the city of Oxnard building code.

(G) **CALCULATE** - To determine the amount of development fees to be collected based on the need for capital improvements related to a particular development project.

(H) **CAPITAL IMPROVEMENTS** - Public improvements, such as land and/or facilities for the storage, treatment, or distribution of water; for the collection, treatment, reclamation, or disposal of wastewater; for the collection and disposal of storm waters or for flood control purposes; for the generation of electricity or the distribution of gas or electricity; for transportation and transit, including but not limited to streets and supporting improvements, roads, overpasses, bridges, harbors, ports, airports, and related facilities; for parks and recreation identified in the city's adopted capital improvement plan or master plans

(I) **CAPITAL IMPROVEMENT PLAN** - The five or six year plan for capital improvements adopted or updated annually by the city council. The capital improvement plan indicating the approximate location, size, time of availability and estimated cost of capital improvements to be financed with development fees and appropriates money for capital improvement projects.

(J) **COLLECTION** - The point at which the development fee due is actually paid by the applicant to the city.

(K) **COMMERCIAL DEVELOPMENT** - Retail, educational, and downtown non-residential development.

(L) **COMMITMENT** - Earmarking of development fees to fund or partially fund capital improvements serving new development projects.

(M) **DEVELOPMENT FEE** - A monetary exaction, other than those referred to in section 15-166, imposed as a condition of or in connection with approval of a development project for the purpose of defraying all or a portion of the cost of capital improvements related to the development project.

(N) **DEVELOPMENT PROJECT** - Any project undertaken for the purpose of development, including a project involving the construction of a building or structure or the reconstruction, addition to, remodeling, rehabilitation, alteration or other improvement of an existing building or structure; however not including the issuance of a permit to operate.

(O) **FEE RESOLUTION** - the resolution and fee schedule adopted by the city council, as may be amended from time to time, that approves the amount of the impact fees.

(P) **HOTEL** - development designed to be occupied less than 30 days per stay.

(Q) **IMPOSITION** - The determination that a particular development project is subject to the condition of payment of development fees and the attachment of such requirement to the project as a condition of development approval.

(R) **INDUSTRIAL DEVELOPMENT** - manufacturing and warehouse development. (S)
MASTER PLAN -

- (1) A plan adopted by the city council for a specific type of public facility, including drainage facilities, wastewater facilities, water facilities, and traffic circulation facilities.
- (2) A master plan includes, but is not limited to, an estimate of the total costs of constructing the type of facilities required by the plan and a map of the area covered by the plan, showing the location of the facilities.
- (T) MULTI-FAMILY - all attached residential dwellings such as duplexes, condominiums, townhomes, apartments, and dormitories.
- (U) OFFICE DEVELOPMENT - general, professional, and medical office development. (V) SINGLE FAMILY - detached single-family homes.

SEC. 15-168. AMOUNT OF FEE; ADOPTION OF RESOLUTION.

- (A) Development fees shall not exceed the estimated reasonable cost of providing the facility for which the fee or exaction is imposed.
- (B) Except as otherwise provided by law or by this article, development fee amounts and benefit areas shall be established and amended by city council resolution.

SEC. 15-169. PURPOSE; USE; RELATIONSHIP.

In any action establishing, increasing or imposing a development fee, the city council shall do all of the following:

- (A) Identify the purpose of the fee;
- (B) Identify the use of the fee. If the use is financing capital improvements, the improvements shall be identified. That identification may, but need not, be made by reference to the capital improvement plan, to master plans, to applicable general or specific plan requirements, or to other public documents that identify the capital improvements for which the fee is charged;
- (C) Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed;
- (D) Determine how there is a reasonable relationship between the need for the capital improvement and the type of development project on which the fee is imposed; and
- (E) Determine how there is a reasonable relationship between the amount of the fee and the cost of the capital improvement or portion of the capital improvement attributable to the development on which the fee is imposed.

SEC. 15-170. HEARING REQUIRED.

- (A) Prior to the establishment or increase of any development fee, the city council shall hold a public hearing at which oral or written presentations may be made, as a part of a regularly scheduled meeting except for the annual adjustment procedure outlined in Sec. 15-171.
- (B) Notice of the time and place of hearing, including a general explanation of the matter to be considered, shall be published in accordance with Cal. Gov't Code Section 6062a.

SEC. 15-171. AMENDMENT PROCEDURES.

- (A) The fees will be automatically adjusted each year based on the Engineering News-Record Construction Cost Index (ENR CCI) for Los Angeles.

(B) In addition, the city may adopt, through resolution, an adjustment to the fees based on revised facility standards, receipt of funding from alternative sources, revised facilities or costs, changes in demographics, or changes to the land use plan.

SEC. 15-172. EFFECTIVE DATE.

An ordinance or resolution establishing a new development fee or increasing an existing development fee shall take effect no sooner than 60 days following the final action by the city council on the ordinance or resolution.

SEC. 15-173. IMPOSITION, CALCULATION AND COLLECTION OF DEVELOPMENT FEES.

(A) Development fees shall be imposed as a condition of approval of a development project. No tentative subdivision map or final map or parcel map, grading permit, building permit, final inspection, final approval, or certificate of occupancy shall be approved, made or issued unless the provisions of this section have been fulfilled. An inspection or approval shall be deemed "final" if the inspection or approval is the last one to be performed for the project by the city.

(B) For development projects for which the city issues a building permit, development fees shall be calculated and collected at the time of issuance of the building permit, based on the development fee schedule then in effect. For development projects for which the city does not issue a building permit, development fees shall be calculated and collected, based on the development fee schedule then in effect, at the time of collection by the city of any other fee, at the time of issuance by the city of any other permit, certificate or approval, or at the time of performance by the city of any inspection of the project, which time shall be selected by the director of public works.

(C) Notwithstanding subsection (B) above, planned water facilities fees and planned wastewater facilities fees for residential development projects shall be calculated and collected at the time of application for connection to the utility system. For all development projects already connected to the utility system, such fees based solely on an increase in water meter size or a change in use shall be calculated and collected prior to installation of the larger meter or making a change in use.

(D) The city council has determined that the adoption and annual update of the capital improvement plan, together with the adoption of any applicable master plans, constitutes the adoption of a proposed construction schedule or plan for the public improvements or facilities for which development fees are imposed by this article on residential development. The requirement of payment of such fees by residential development at the time provided in subsection (B) above is, therefore, in accordance with Cal. Gov't Code Section 66007, Subdivision (b).

(E) Notwithstanding subsection (B) above, 50 % of the amount by which planned traffic circulation facilities fees exceed credits for the provision of planned traffic circulation facilities must be paid prior to issuance of a building permit for a development project. The remaining amount must be paid prior to the sale or transfer of all or any part of the project or issuance of any temporary or permanent certificate of occupancy for all or any part of the project, whichever first occurs.

(F) If the developer, prior to the date upon which fees are otherwise required to be paid under this section, enters into a written agreement with the city providing that at least 20 % of the units in the development will be sold or rented only to lower income families or that at least 10 % of

the units in the development will be sold or rented only to very low income families, as defined in Cal. Health and Safety Code Sections 50079.5 and 500105 respectively, at housing costs affordable to such families, as defined in Cal. Health and Safety Code Sections 50052.5 and 50053, for a period of at least ten years from the date of such written agreement, the city council may, in such written agreement or in a separate written agreement entered into prior to the date upon which fees are otherwise required to be paid under this division, agree to do either or both of the following:

- (1) Defer payment of all or part of the fees required by this section up to the date that the developer first requests electrical service clearance for a unit in the development;
- (2) Calculate development fees for the project based on such fees in effect as of a date no earlier than the date such fees otherwise would be required to be paid under this section.

SEC. 15-174. DEVELOPMENT FEE ACCOUNTS.

(A) The city shall deposit development fees received with other fees for the same type of capital improvement in a separate capital improvement account in a manner to avoid commingling of the fees with other city revenues and funds, except for temporary investments, and shall expend the fees solely for the purpose for which they were collected.

(B) Any interest income earned by money in the capital improvement account shall also be deposited in that account and expended only for the purpose for which the fees were collected.

(C) For each separate development fee account, the director of finance shall, within 180 days of the close of each fiscal year, make available to the public the following information:

- (i) Brief description of the type of fee in the account or fund. (ii.) Amount of the fee.
- (iii) Beginning and ending balance in the account or fund.
- (iv) Amount of the fee collected and the interest earned.
- (v) Identification of each public improvement for which fees were expended and the amount of expenditures.
- (vi) Identification of an approximate date by which time construction on the improvement will begin if it is determined that sufficient funds exist to complete the project.
- (vii) Description of each inter-fund transfer or loan made from the account and when each will be repaid.
- (viii) Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

(D) The city council shall review the information referred to in subsection (C) of this section at the next regularly scheduled public meeting held not less than 15 days after the information is made available.

SEC. 15-175. USE OF DEVELOPMENT FEE PROCEEDS.

(A) Development fees shall be expended only for the type of capital improvement for which they were imposed, calculated, and collected and shall be expended or committed in accordance with the time limits and procedures established in this article. Development fees may be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the city to finance such capital improvements.

(B) Development fees shall not be expended to maintain, repair or operate capital improvements.

SEC. 15-176. TIME LIMIT ON EXPENDITURES.

The city shall expend or commit development fees deposited in the development fee account within five years from the date of deposit into the fund, except as provided in section 15-177(B).

SEC. 15-177. REFUNDS.

(A) Once each fiscal year, the city council shall identify all unexpended or uncommitted development fees in each development fee account.

(B) With respect to any portion of development fees unexpended or uncommitted five or more years after deposit in a development fee account, the city council shall make findings once each fiscal year to identify the purpose to which the fee is to be put and to demonstrate a reasonable relationship between the fee and the purpose for which it was charged. Such findings need be made only for money, and not for letters of credit, bonds or other instruments taken to secure payment of the fees at a future date. If the city council makes such findings, the fees are exempt from the refund requirements.

(C) The city shall refund to the then current record owner or owners of lots or units of the development project or projects on a prorated basis the unexpended or uncommitted portion of the fee, and any interest accrued thereon, for which need cannot be demonstrated pursuant to subsection (B).

(D) If the city council finds that the administrative costs of refunding unexpended or uncommitted development fees exceed the amount to be refunded, the city council, after a public hearing, notice of which shall be published in accordance with Cal. Gov't Code Section 6061 and posted in three prominent places within the area of each development project subject to a refund, may determine that the revenues shall be allocated for other capital improvements for which development fees are collected and which serve the development projects on which the fee was originally imposed.

(E) The city may refund the unexpended or uncommitted portions of development fees by direct payment, by temporarily suspending fees, by offsetting the refunds against other development fees due for development projects on the property, or by other means agreed to by the property owner.

SEC. 15-178. CREDITS AND REIMBURSEMENTS.

(A) Any applicant subject to a development fee imposed pursuant to this article who dedicates real property or interests therein to the city for the construction of capital improvements or who constructs, escrows money with the city for the construction of, agrees to participate in an assessment district for the construction of or who otherwise contributes funds for capital improvements may be eligible for a credit for such dedication, construction or contribution against the development fee otherwise due.

(B) Eligibility for, and the amount of, the credit shall be determined by the director of public works based on adopted city standards and procedures, including, but not limited to, whether the dedication, construction or contribution meets capital improvement needs for which the particular development fee has been imposed, as provided in this article and the capital improvement plan or applicable master plan; whether the dedication, construction or contribution will substitute for or otherwise reduce the need for or cost of capital improvements anticipated to

be provided with development fee funds; and the value of the dedication, construction or contribution. In no event, however, shall the credit exceed the amount of the otherwise applicable development fee.

(C) If the cost of construction exceeds the fee credits, the developer may receive a reimbursement as determined by the director of public works based on adopted city standards and procedures, including, but not limited to, whether the dedication, construction or contribution meets capital improvement needs for which the particular development fee has been imposed, as provided for in this article and the capital improvement plan or applicable master plan; whether the dedication, construction or contribution will substitute for or otherwise reduce the need for or cost of capital improvements anticipated to be provided with development fee funds; and the value of the dedication, construction or contribution. In no event, however, shall the reimbursement exceed the lesser of the estimated cost of the improvements shown in the City's Development Impact Fee Nexus study, subject to inflation factors, or the actual cost incurred.

SEC. 15-179. APPEALS.

(A) The applicant may appeal any decision of a city official to the city council, including, but not limited to, calculation of the amount of the development fee, the number of development units, reimbursement due, applicability of an exemption, and eligibility for and amount of a credit or refund.

(B) In order to perfect an appeal, the applicant must file a notice of appeal with the city clerk within ten days following the action of the city official that is the basis of the appeal. The notice of appeal shall include, at a minimum:

- (1) Name and address of applicant/agent;
- (2) Description, location and size of the affected property;
- (3) Land use proposed for the affected property;
- (4) Number of residential units proposed, by type and/or number of square feet of nonresidential development by type;
- (5) The particular circumstances giving rise to the appeal;
- (6) The city official whose action is being appealed;
- (7) The grounds for the appeal, i.e., why the city official's decision is erroneous; and
- (8) Such other relevant information as may be requested by the city.

(C) The burden of proof shall be on the appellant to establish that the decision of the city official is erroneous pursuant to the express terms or intent of this article and applicable State law, including, but not limited to Cal. Gov't Code Section 66000 et seq.

(D) The city council shall schedule the appeal to be heard at a regular or special meeting to be held not more than 45 days after the filing of the notice of appeal by the appellant. At least 20 days prior to the hearing date, the city shall notify the appellant of the hearing date by certified mail, return receipt requested, at the address stated on the notice of appeal.

(E) The hearing on the appeal shall be administrative. Evidence may be submitted by the appellant and by the city. Testimony shall be under oath. The city council shall make written findings of fact and conclusions of law after the close of the hearing. However, if the city clerk determines from the notice of appeal or from relevant city documents that the appeal is improper, the city, within 20 days after receipt of the notice of appeal, shall reject the notice of appeal, stating the grounds therefor and notifying the appellant by certified mail, return receipt

requested.

(F) A request for a continuance of the hearing may be made by the city council on its own motion or at the request of the appellant. If requested by the appellant, the city council shall determine whether a continuance should be granted.

(G) Within 30 days after the close of the administrative hearing, the city council shall render its decision, in writing, and notify the applicant of such decision by certified mail, return receipt requested, at the address listed on the notice of appeal.

(H) The findings of fact and conclusions of law shall be completed not later than 10 days following the decision of the city council and shall be filed with the city clerk. Upon the request of the applicant, the findings of fact and conclusions of law shall be sent to the applicant.

(I) Upon the filing of the findings of fact and conclusions of law with the city clerk, the decision of the city council shall be deemed to be final.

(J) Any petition for judicial review of the city council's final decision shall be filed not later than 90 days following the date on which the decision becomes final, and shall be made in accordance with Cal. Code of Civil Procedure Sections 1094.5 and 1094.6.

(K) If the development fee has been paid in full or if the notice of appeal is accompanied by a cash deposit, letter of credit, bond or other surety acceptable to the city attorney, in an amount equal to the development fee calculated to be due, the application for development project approval shall be processed. The filing of a notice of appeal shall not stay the imposition or the collection of the development fee calculated by the city to be due unless sufficient and acceptable surety has been provided.

(L) If, as a result of an appeal pursuant to this section or judicial review pursuant to section 15-180, a development fee is reduced or waived, the city council may determine whether and how such reduction or waiver may affect the development fee calculation methodology. If the city council determines that capital improvement needs are correspondingly reduced, the city council may amend the capital improvement plan, the applicable master plan, the development fee calculation methodology, the applicable development fee, or take such other action as it may deem appropriate. If the city council determines that capital improvement needs remain the same, the city council shall appropriate funds in an amount equal to the reduction or waiver of the development fee and shall deposit same to the applicable development fee account or take such other action as it may deem appropriate.

SEC. 15-180. PROTESTS/JUDICIAL REVIEW.

(A) An applicant may seek judicial review of:

(1) A final decision by the city council on an administrative appeal, pursuant to section 15-179;

(2) The adoption, by resolution or ordinance, of a new development fee or the amendment of an existing development fee or the automatic adjustment of development fee if such adjustment results in a fee increase, pursuant to this section and Cal. Gov't Code Section 66022;

(3) The imposition of a development fee as a condition of development approval, pursuant to this section and Cal. Gov't Code Section 66020.

(B) The applicable time periods for and conditions precedent to the filing of an action for judicial review are:

(1) Appeal from a final decision of the city council not later than 90 days following the date on which the decision becomes final;

(2) Adoption of a development fee ordinance or amendment not later than 120 days following the effective date of the ordinance or resolution. However, if the development fee has been directly imposed as a condition of development approval and is challenged as a special tax, the appellant must, at least 30 days prior to initiating legal action, request that the city provide the documents which establish that the development fee does not exceed the cost of the capital improvements. The requirement for this request is a condition precedent to an action challenging the development fee as a special tax, but does not alter the applicable time period for filing an action for judicial review of the fee ordinance or amendment, pursuant to Cal. Gov't Code Section 66024;

(3) Imposition of the development fee as a condition of development approval if a protest is timely filed pursuant to this section and Cal. Gov't Code Section 66020, not later than 180 days after the date of imposition; if a protest is not timely filed pursuant to this section and Cal. Gov't Code Section 66020, not later than 90 days following imposition.

(C) Any party may protest the imposition of a development fee pursuant to Cal. Gov't Code Sections 66020 and 66021.

(1) If payment of the development fee has been imposed as a condition of development project approval, the protest shall be filed at the time of such approval or conditional approval of the proposed project;

(2) If the development fee has not been calculated and payment is now required, the protest shall be filed within 90 days after the date of collection;

(3) A valid protest must meet both of the following requirements:

(a) The applicant must tender any required payment in full or provide evidence satisfactory to the city attorney of arrangements to ensure performance of the conditions necessary to meet the requirements of the imposition;

(b) The applicant must serve written notice on the city council, which notice shall contain: (i) A statement that the required payment is tendered, or that any conditions which have been imposed are provided for or satisfied, under protest; and

(ii) A statement informing the city council of the factual elements of the dispute and the legal theory forming the basis of the protest.

(4) If a valid and timely protest is filed by an applicant, the city council shall schedule a hearing date, at a regular or special meeting, not more than 45 days after the filing of the protest. The city shall notify the protestant of the hearing date by certified mail, return receipt requested, at the address listed on the protest petition at least 20 days prior to the hearing date. However, if it is determined from the protest petition or from relevant city documents that the protest is improper, the city, within 20 days after receipt of the protest petition, shall reject the protest petition, stating the grounds therefor and notifying the protestant by certified mail, return receipt requested.

(5) The hearing of the protest shall be administrative. Evidence may be submitted by the protestant and by the city. Testimony shall be under oath. The city council shall make written findings of fact and conclusions of law after the close of the hearing.

(6) A request for continuance of the hearing may be made by the city council on its own motion or at the request of the protestant. If requested by the protestant, the city council shall determine whether a continuance should be granted.

(7) Within 30 days after the close of the administrative hearing, the city council shall render its decision, in writing, and notify the applicant of such decision by certified mail, return receipt requested at the address listed on the protest petition.

(8) The findings of fact and conclusions of law shall be completed not later than 15 days following the decision of the city council and shall be filed with the city clerk. Upon the request of the applicant, the findings of fact and conclusions of law shall be sent to the applicant.

(9) Upon the filing of the findings of fact and conclusions of law with the city clerk, the decision of the city council shall be deemed to be final.

(10) Any petition for judicial review of the city council's final decision on the protest shall be filed not later than 90 days following the date on which the decision becomes final, and shall be made in accordance with Cal. Code of Civil Procedure Sections 1094.5 and 1094.6.

SEC. 15-181. EFFECT OF DEVELOPMENT FEES ON ZONING AND SUBDIVISION REGULATIONS.

This article shall not affect, in any manner, the permissible uses of property, density or intensity of development, design and improvement standards and public improvement requirements or any other aspect of the development of land or construction of buildings, which may be imposed by the city pursuant to zoning ordinances, subdivision ordinances or other ordinances or regulations of the city.

SEC. 15-182. DEVELOPMENT FEES AS ADDITIONAL AND SUPPLEMENTAL REQUIREMENTS.

Specific development fees imposed by divisions 2, 3, 4, 5 and 6 of article VI of the code reflect a development's proportionate share of the cost of providing improvements necessary to meet demands created by such development at established city service level standards. As such, development fees are additional and supplemental to, and not in substitution of, either onsite improvement requirements or offsite improvement requirements imposed by the city pursuant to zoning, subdivision or other ordinances and regulations.

SEC. 15-183 ACCESSORY DWELLING UNITS

An accessory dwelling unit is a second unit on the same lot that is attached or detached from a residential unit. In accordance with Assembly Bill 881 (AB 881), fees cannot be charged for an ADU that is less than 750 square feet. For an ADU that is 750 square feet or larger, an ADU will pay a percentage of the residential fee based on the square footage of the ADU in proportion to the primary dwelling unit.

SEC. 15-184 COMPLIANCE WITH OTHER LAWS

(A) The provisions of this chapter shall not be construed to limit the power of the City Council to impose any other fees or exactions or to continue to impose existing ones on development within the City of Oxnard, but shall be in addition to any other fees, exactions or other requirements that the city is authorized to impose, or has previously imposed, as a condition of approving plans, rezoning or other entitlements within the city of Oxnard pursuant to state and local laws. In particular, individual property owners shall remain obligated to fund, construct,

and/or dedicate the improvements, public facilities and/or pay other exactions authorized or required by, but not limited to: (1) the City of Oxnard public works department improvement standards; (2) school impact fees (Gov't Code Section 65970 et seq.) and implementing ordinances; Any credits or repayments pursuant to Section 15-178 shall not include credits or repayment for the funding, construction or dedications described in this section.

(B) The construction of facilities by a private owner pursuant to Section 15-178 shall be performed and contracted for only as required by law, including, but not limited to, compliance with the city's improvement standards and requirements for public works projects, if applicable to the particular facility."

PART 2. Article VI, Chapter 15, Division 2, Section 15-185 through Section 15-189 of the Oxnard City Code is hereby amended to read as follows:

"DIVISION 2. PLANNED DRAINAGE FACILITIES FEES

SEC. 15-185. PURPOSE.

This division imposes fees to defray actual or estimated costs of constructing planned drainage facilities for the removal of surface and stormwater, as required by a development project.

SEC. 15-186. MASTER PLAN OF DRAINAGE FACILITIES.

The master plan of drainage for the city contains an estimate of the total costs of constructing the drainage facilities required by the plan and a map of the area covered by the plan, showing the location of the facilities. The fees imposed by this division shall be based on the master plan of drainage and the Development Impact Fee Nexus Study. The costs estimated in the master plan of drainage shall be adjusted to reflect current costs.

SEC. 15-187. IMPOSITION OF FEES.

The approval of each development project resulting in stormwater runoff shall be conditioned on the payment of fees to carry out the purpose of this division.

SEC. 15-188. USE OF FEES.

The fees collected shall be used to pay for the drainage facilities necessary to mitigate new development's impact on the storm drainage system.

SEC. 15-189. REASONABLE RELATIONSHIP.

(A) There is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed, and between the need for the drainage facilities financed by the fee and the type of development project on which the fee is imposed in that all types of development projects subject to the fee result in greater storm runoff, which requires more or higher capacity drainage facilities.

(B) There is a reasonable relationship between the amount of the fee and the cost of the drainage facilities or portion thereof attributable to the development project on which the fee is imposed in that the cost estimates used to calculate the fee shall be reasonable cost estimates for constructing

the drainage facilities identified, the total fees to be imposed shall not exceed the total of the cost estimates, and the fees to be imposed on a particular development project shall not exceed the project's proportionate share of the cost of the facilities that are necessary to serve the development project.”

PART 3. Article VI, Chapter 15, Division 5, Section 15-215 through Section 15-219 of the Oxnard City Code is hereby amended, and Section 15-220 is hereby added to read as follows:

“DIVISION 5. PLANNED TRAFFIC CIRCULATION FACILITIES FEES

SEC. 15-215. PURPOSE.

This division imposes fees to defray actual or estimated costs of constructing planned traffic circulation facilities required by a development project.

SEC. 15-216. MASTER PLAN OF TRAFFIC CIRCULATION FACILITIES.

The master plan of traffic circulation for the city contains an estimate of the total costs of constructing the traffic circulation facilities required by the plan and a map of the area covered by the plan, showing the location of the facilities. The fees imposed by this division shall be based on the master plan of traffic circulation and the Development Impact Fee Nexus Study. The costs estimated in the master plan of traffic circulation shall be adjusted to reflect current costs.

SEC. 15-217. IMPOSITION OF FEES.

The approval of each development project producing additional vehicle trips shall be conditioned on the payment of fees to carry out the purpose of this division.

SEC. 15-218. USE OF FEES.

The fees collected shall be used to pay for the facilities that are necessary to mitigate new development's impact on traffic circulation facilities.

SEC. 15-219. REASONABLE RELATIONSHIP.

(A) There is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed, and between the need for the traffic circulation facilities financed by the fee and the type of development project on which the fee is imposed in that all types of development projects subject to the fee produce traffic, which requires more or higher capacity traffic circulation facilities.

(B) (1) There is a reasonable relationship between the amount of the fee and the cost of the traffic circulation facilities or portion hereof attributable to the development project on which the fee is imposed in that the cost estimates used to calculate the fee shall be reasonable cost estimates for constructing the traffic circulation facilities identified, the total fees to be imposed shall not exceed the total of the cost estimates, and the fees to be imposed on a particular development project shall not exceed the project's proportionate share of the cost of the facilities that are necessary to serve the development project

(2) Such cost estimates and the method of calculating each development project's proportionate share thereof shall be set out in the Development Impact Fee Nexus Study.

SEC. 15-220. EXCEPTIONS FOR TRANSIT ORIENTED DEVELOPMENT.

Pursuant to Government Code Section 66005.1, the Traffic Circulation Fee shall be reduced to reflect a lower rate of automobile trip generation associated with housing developments that meet all of the following requirements in comparison with housing developments without these characteristics:

- (1) The housing development is located within one-half mile of a transit station and there is direct access between the housing development and the transit station along a barrier-free walkable pathway not exceeding one-half mile in length.
- (2) Convenience retail uses, including a store that sells food, and is located within one-half mile of the housing development.
- (3) The housing development provides either the minimum number of parking spaces required by the local ordinance, or no more than one onsite parking space for zero to two bedroom units, and two onsite parking spaces for three or more bedroom units, whichever is less.
- (b) If a housing development does not satisfy the characteristics in subdivision (a), the local agency may charge a fee that is proportional to the estimated rate of automobile trip generation associated with the housing development.
- (c) As used in this section, "housing development" means a development project with common ownership and financing consisting of residential use or mixed use where not less than 50 percent of the floor space is for residential use.
- (d) For the purposes of this section, "transit station" has the meaning set forth in paragraph (4) of subdivision (b) of Govt' Code Section 65460.1. "Transit station" includes planned transit stations otherwise meeting this definition whose construction is programmed to be completed prior to the scheduled completion and occupancy of the housing development."

PART 4. Article VI, Division 6, Sections 15-225 through 15-229 of the Oxnard Code is hereby amended to read as follows:

“DIVISION 6. GROWTH REQUIREMENT CAPITAL FEES**SEC. 15-225. PURPOSE.**

- (A) This division imposes fees to defray actual or estimated costs of constructing public facilities required to serve population growth and increased demand for public services attributable to development projects.
- (B) The city council is committed to expanding the City's public facilities as necessary to meet the City's public safety, operational and recreational needs.
- (C) The city council has determined that commercial and industrial development projects result in a need for additional public services, which in turn results in a need for additional government and public safety facilities and essential infrastructure and related facilities.
- (D) The city council has determined that residential development projects, including new mobile home park development projects, result in significant increases in city population and adversely affect the public facilities-to-population relationship which creates a need for additional government and public safety facilities, essential infrastructure and related facilities, and cultural and recreational facilities.

SEC. 15-226. CAPITAL IMPROVEMENT PLAN.

The city's capital improvement plan for the city contains an estimate of the total costs of public facilities required by the plan. For purposes of this division, "costs of public facilities" means any costs related to acquisition, construction, and financing of public facilities and equipment funded through the capital improvement plan, not including costs of routine maintenance.

SEC. 15-227. IMPOSITION OF FEES.

(A) The approval of each development project producing population growth or increasing the demand for public services shall be conditioned on the payment of fees to carry out the purpose of this division.

(B) For purposes of this division, "development project" shall not include alteration of an existing structure that does not increase the floor area of the structure.

SEC. 15-228. USE.

(A) The fees collected shall be used to pay for only the public facilities identified in the capital improvement plan in the categories of government and public safety facilities, essential infrastructure and related facilities, and cultural and recreational facilities.

(B) For purposes of this division, the following words shall have the following meanings: (1) CULTURAL AND RECREATIONAL FACILITIES - Any libraries, auditoriums, concert halls, parks, playgrounds and similar facilities located in the city.

(2) ESSENTIAL INFRASTRUCTURE - Any facilities for the storage, treatment and distribution of nonagricultural water; facilities for the collection, treatment, reclamation and disposal of sewage; facilities for the collection and disposal of stormwaters and for flood-control purposes; facilities for the generation of electricity and the distribution of gas and electricity; transportation and transit facilities, including, but not limited to, streets and supporting improvements, roads, overpasses, bridges, harbors, ports, airports and related facilities; and any other capital projects identified in the capital improvement plan that are not related facilities, cultural and recreational facilities, government facilities or public safety facilities, as defined in this section 15-228.

(3) GOVERNMENT FACILITIES - City hall, city garages and equipment yards, city offices, parking areas and similar facilities in or through which the city conducts general city operations.

(4) PUBLIC SAFETY FACILITIES - Any capital improvements or equipment related to city police and fire operations.

(5) RELATED FACILITIES - Any major landscaping, fountains, monuments, signs and similar structures and facilities of general benefit to the city.

SEC. 15-229. REASONABLE RELATIONSHIP.

(A) There is a reasonable relationship between the need for additional public facilities and the type of development projects on which the fee is imposed in that commercial and industrial development projects create a need for additional government and public safety facilities and essential infrastructure and related facilities, and residential development projects create a need for additional government and public safety facilities, essential infrastructure and related facilities, and cultural and recreational facilities.

(B) There is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed in that the fee imposed on commercial and industrial development projects is used to pay for additional government and public safety facilities and essential infrastructure and related facilities, and the fee imposed on residential projects is used to pay for additional government and public safety facilities, essential infrastructure and related facilities, and cultural and recreational facilities.

(C) There is a reasonable relationship between the amount of the fee and the cost of the public facilities or portion thereof attributable to the development project on which the fee is imposed in that the cost estimates used to calculate the fee shall be reasonable cost estimates for constructing the public facilities identified, the total fees to be imposed shall not exceed the total of the cost estimates, and the fees to be imposed on a particular development project shall not exceed the project's proportionate share of the cost of the facilities that are necessary to serve the development project. The methodology used to determine a project's proportionate share shall be established in the City's most recent Development Impact Fee Nexus Study."

PART 5. Article VI, Division 8, Sections 15-242 through 15-245 of the Oxnard City Code are hereby added to read as follows:

"DIVISION 8. MOBILITY FEES

SEC. 15-242. PURPOSE.

The fees shall be used to construct mobility improvements including sidewalks, bike lanes, pedestrian bridges, and other similar facilities that are necessary to improve connectivity within the City, improve bicycle and pedestrian safety, improve bicycle and pedestrian access to public transportation stops and stations, and increase bicycle mode sharing.

SEC. 15-243. BICYCLE AND PEDESTRIAN FACILITIES MASTER PLAN

The Bicycle and Pedestrian Facilities Master Plan for the city contains a summary of the mobility facilities that are needed to meet the City's goals. The fees imposed by this division shall be based on the Development Impact Fee Nexus Study.

SEC. 15-244. IMPOSITION OF FEES

The approval of each development project shall be conditioned on the payment of the most recently adopted Mobility Fees in order to carry out the purpose of this division as set forth in the Development Impact Fee Nexus Study.

SEC. 15-245. USE OF FEES.

The fees collected shall be used to pay for the facilities that are necessary to improve the City's bicycle and pedestrian facilities as identified in the City's Master Plan."

PART 6. SEVERABILITY

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of the act which can be

given without the invalid provision or application, and to this end the provision of this act are severable.

PART 7. EFFECTIVE DATE

This ordinance shall take effect and be in full force thirty (30) days after its adoption.

PART 8. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five (5) days before the City Council's adoption of the ordinance.

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PART 9. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on _____, 20____, and finally adopted on _____, 20____, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

UNCODIFIED ORDINANCE NO. 2980

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, CONCERNING AFFORDABLE HOUSING REQUIREMENTS FOR NEW DEVELOPMENTS AND IN-LIEU AFFORDABLE HOUSING PAYMENTS

WHEREAS, the State of California has declared that the provision of affordable housing in all communities for all segments of the population is a matter of statewide importance and concern; and

WHEREAS, the State of California requires all cities and counties to adopt and implement a general plan which governs many of the overall land use and planning issues for the local agency to use as a guideline for future development, including affordable housing; and

WHEREAS, the City of Oxnard adopted the 2030 General Plan which includes several specific elements, including the Growth Management Element, the Land Use Element, and a Housing Element, which all contain certain goals, objectives and policies concerning affordable housing; and

WHEREAS, the 2030 General Plan Growth Management Element encourages the adoption of implementation measures which would promote a match between the price of housing and the household income of all Oxnard residents; and

WHEREAS, the 2030 General Plan Land Use Element requires a balanced community that meets the housing needs of all segments of the community and also provides for a balance between jobs and housing within the community; and

WHEREAS, the 2030 General Plan Housing Element contains a requirement that the City provide for a variety of housing types throughout the City which meet the needs of all economic segments of the community, including affordable housing units; and

WHEREAS, State law provides that legal actions may be brought to prohibit new residential housing if the 2030 General Plan Housing Element is not complied with; and

WHEREAS, the City Council has received an affordable housing report which found that low and very low income families, especially large and farm worker families, in the community are experiencing a housing shortage; and

WHEREAS, the City Council has stated in the 2030 General Plan and the Housing and Land Use Elements, that one of the major goals of the City is to achieve a balanced community with housing available for households of all income levels, so that the low and very low income families may have housing available at an affordable cost; and

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WHEREAS, the affordable housing report further found that low and very low income families are living within the community in severely overcrowded housing and/or in housing that is not decent, safe and sanitary; and

WHEREAS, the affordable housing report further found that federal and state housing subsidy programs are not sufficient by themselves to satisfy all of the housing needs of low and very low income households, which has further exacerbated the availability of affordable housing; and

WHEREAS, the affordable housing report found that the housing shortage of new housing affordable to low and very low income families is detrimental to the public health, safety and welfare and that the City is required by California public policy to make available an adequate supply of housing for persons of all economic segments of the community, including low and very low income families; and

WHEREAS, the City Council finds that new residential development enjoys the benefits of public resources and City facilities and must participate in protecting and enhancing the public welfare by helping to meet the goals and objectives for affordable housing set out in the 2020 General Plan and its various elements; and

WHEREAS, the City Council finds that new residential development that does not include affordable housing on site reduces the limited inventory of real property in the city that may be used to develop affordable housing; and

WHEREAS, the City Council desires to establish a policy for the provision of affordable housing on a City-wide basis for all new development; and

WHEREAS, the City Council desires that a program exist to allow new residential development to provide an in-lieu affordable housing payment in place of providing affordable housing units on site, which in-lieu payment would allow other affordable housing goals and objectives to be met throughout the City; and

WHEREAS, based on the foregoing recitals, on April 20, 1999, the City Council adopted Resolution No. 11,570, establishing affordable housing requirements and in-lieu fees; and

WHEREAS, on October 5, 1999, the City Council adopted Resolution No. 11,645, amending Resolution No. 11,570, and on October 19, 1999, adopted Resolution No. 11,651, repealing Resolution No. 11,645; and

WHEREAS, on October 19, 1999, the City Council adopted Resolution No. 11,652, amending Resolution No. 11,570 to exempt certain projects there from; and

WHEREAS, on October 26, 1999, the City Council adopted Ordinance No. 2506, establishing the affordable housing requirements contained in Resolution Nos. 11,570 and 11,652 by ordinance; and

WHEREAS, on December 5, 2000, the City Council adopted Ordinance No. 2545,

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making certain adjustments to Ordinance No. 2506; and

WHEREAS, on March 5, 2002, the City Council adopted Ordinance No. 2594, providing a procedure to appeal application of Ordinance No. 2545, and any successor ordinance, on the basis that its application to a specific project was unconstitutional; and

WHEREAS, December 3, 2002, the City Council adopted Ordinance No. 2615, replacing Ordinance No. 2545; and

WHEREAS, on June 28, 2005, the City Council adopted Ordinance No. 2688, making adjustments to Ordinance No. 2615; and

WHEREAS, on July 18, 2006 the City Council adopted Ordinance No. 2721, making adjustments to Ordinance No. 2688; and

WHEREAS, the City Council now desires to amend Part 10 of Ordinance No. 2721 and make other minor adjustments thereto and reenact Ordinance No. 2721 as amended; and

WHEREAS, as this ordinance does not establish a new affordable housing program, but only makes certain adjustments to Ordinance No. 2721, the City Council finds that there is no possibility that adoption of this ordinance may have a significant effect on the environment; that the in-lieu Affordable Housing Payments adopted by this ordinance create government funding mechanisms that do not involve any commitment to any specific project and thus do not constitute a project, as defined by Section 15378(b)(4) of the State California Environmental Quality Act (CEQA) Guidelines; and that consequently adoption of this ordinance is not subject to CEQA.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. All recitals set forth hereinabove are found and determined to be true and correct and are incorporated into this ordinance by this reference.

Part 2. The findings and references to affordable housing that are contained in the 2020 General Plan, as set out in Attachment 1 to the staff agenda report on affordable housing, dated April 8, 1999, and the staff reports considered at the City Council meetings held on November 14, 2000, in connection with the adoption of Ordinance No. 2545, the staff report considered on January 29, 2002 in connection with the report of the ad hoc affordable housing committee, and the staff report dated July 20, 2004, all on file with the City Clerk, are incorporated by reference as findings in support of the affordable housing requirements set out in this ordinance.

Part 3. All new residential projects containing ten or more dwelling units to be offered for sale shall include a number of dwelling units equal to not less than 10% of the total number of dwelling units offered for sale in the project that shall be sold at an affordable housing cost to persons and families of lower income, as defined in California Health and Safety Code Section 50079.5. Each such affordable dwelling unit shall have at

least three bedrooms, provided that if a project contains at least ten two bedroom units, two bedroom affordable units may be provided in the same percentage ratio to all affordable units as the percentage ratio of two bedroom market rate units bears to the total number of market rate units in the project. For purposes of this ordinance, the term "units offered for sale" includes units classified as condominium units under California law.

Part 4. All new residential projects containing ten or more dwelling units to be offered for rent shall include a number of dwelling units equal to not less than 5% of the total number of dwelling units in the project offered for rent that shall be rented at an affordable rent to persons and families of very low income, as defined in California Health and Safety Code section 50105, and shall include an additional number of dwelling units equal to not less than 5% of the total number of dwelling units in the project offered for rent at an affordable rent to persons and families of lower income, as defined in California Health and Safety Code section 50079.5. If the number of bedrooms per unit varies within a project, the number of low and very low income units of each bedroom numbers must meet the requirements of this part 4, i.e., affordable units shall be proportionately distributed throughout the project by bedroom size.

Part 5. As used in this ordinance, the term "housing cost" includes the costs described in 25 California Code of Regulations section 6920, except that in determining housing cost under this ordinance the amount paid for maintenance and utilities will not be included. For purposes of calculating mortgage loan cost, a prevailing market interest rate for a fixed interest rate loan will be used. As used in this ordinance, the word "rent" has the meaning ascribed to such word in 25 California Code of Regulations section 6918. For purposes of this ordinance, "affordable housing cost or rent" shall mean:

- (a) With respect to a low income person or family, rent or housing cost not in excess of 30% of 80% of the Area Median Income for the Ventura County Metropolitan Statistical Area, adjusted for family size appropriate for the unit in question, as set forth in Section 6932 of Title 25 of the California Code of Regulations; and
- (b) With respect to a very low income person or family, rent or housing cost not in excess of 30% of 50% of the Area Median Income for the Ventura County Metropolitan Statistical Area, adjusted for family size appropriate for the unit in question, as set forth in Section 6932 of the Title 25 of the California Code of Regulations.

Prior to offering for sale or rental the first unit which the developer intends to qualify as an affordable unit under Part 3 or Part 4 of this ordinance, the developer shall submit to the City's Housing Director the proposed sale price or rental amount for all the affordable units and the dates upon which the affordable units will be offered for sale or rental, and thereafter, any other information requested by the City's Housing Director. The Housing Director shall review the information submitted, and within 30 days of receipt of all requested information, shall determine whether the sales price or rental amount is affordable

as provided in Parts 3 and 4. Thereafter, if the developer desires to increase the sales price or initial rental amount for any for sale affordable units, the developer must obtain the approval of the Housing Director. A developer may appeal a decision of the Housing Director made pursuant to this Part 5 within the time and following the procedures (including payment of the fee) set forth in the Oxnard City Code section 16-545 et seq. for appeal of a decision of the Planning Commission denying a special use permit.

Part 6. Not later than the date of application for the first building permit for a project that is subject to Part 3 or 4 of this ordinance, the developer shall cause to be recorded in the office of the Ventura County Recorder covenants approved in form and substance by the Housing Director. Such covenants shall identify the affordable dwelling units, restrict the qualifying income of purchasers and tenants of such units, specify the maximum housing cost for such units, and require that such units remain affordable for at least 20 years. The covenants shall provide that the developer shall require any purchaser of an affordable unit or project to execute a resale restriction agreement in form and substance satisfactory to the City's Housing Director, which resale restriction agreement shall provide for continuing affordability in the sale or rental of units for at least 20 years. The covenants shall run with the land. If the original developer or a subsequent owner complies with the covenants and/or resale restriction agreement by conveying the project or unit only to an eligible low or very low income transferee at an affordable cost as provided in this ordinance, the developer or such owner shall not be responsible for any violation of such covenants or resale restriction agreement by future transferees.

Part 7. Such affordable units shall be designed and constructed so as to be architecturally consistent with and qualitatively similar to other (unrestricted) units in the project. Generally, affordable units shall be dispersed throughout the project. As part of the developer's application for any land use approvals required for the project and prior to the date upon which the application is deemed complete, the developer shall submit to the City planning staff such documents and plans as planning staff determines are necessary and appropriate for the City to determine that the requirements of this ordinance have been met and that the design and placement of the affordable units will not affect the quality of the project or the affordable units, and will not result in discrimination on any legally prohibited basis. The City Council, Planning Commission, or other decision making person or body with final approval over the project shall make such determination. The determination of such decision making body shall be made exercising its sole, good faith, discretion.

Part 8. As part of the developer's application for land use approvals required for the project and prior to the date upon which the application is deemed complete, the developer of a project that is subject to this ordinance may request in writing that instead of providing such affordable housing within the proposed project, the developer shall provide such affordable housing on specified off-site land. The request shall be presented to the City Council, which shall determine in its sole discretion whether the land is suitable for affordable housing. If the City Council determines that the land is suitable, the developer shall enter into an agreement with the City to provide affordable housing on such land. The agreement shall provide for affordable units in a number not less than the number of on-site units required by this ordinance for the project. The agreement shall contain conditions and provisions requiring the construction of such affordable units prior to or concurrent with construction of the project, unless the City Council determines in its sole discretion that such a condition is not

necessary to ensure that the affordable units are constructed. The agreement may contain such other terms and conditions as the City Council determines are necessary or appropriate.

Part 9. The developer shall establish and at all times maintain a written list of Oxnard residents qualified to purchase or rent each of the affordable units. The developer shall offer the affordable units to qualified Oxnard resident buyers or renters on the waiting list first and give preference to them until there are no qualified Oxnard residents on the waiting list. At such time, the developer may make units available to all other prospective buyers or renters meeting the income limitations for such units.

10. A developer may, following the procedure set forth in this Part 10, make a written request that instead of providing such affordable housing units within the proposed project or off site, the developer make an in-lieu Affordable Housing Payment ("Payment") to the City's Affordable Housing In-Lieu Fee Fund.

(a) All projects for which the developer makes a request to make a Payment shall be subject to the City's pre-application process. During the pre-application process, the City Council shall determine whether a Payment may be made.

The City Council shall consider the following factors in determining whether to grant a request:

- a. the size, type and nature of the lots and homes and/or apartment buildings and units proposed for the development;
- b. the prices for which the developer plans to sell the market rate homes or rent market rate apartment units;
- c. the extent to which the proposed development may be designed or redesigned to allow the production of quality units at lower costs; and
- d. the extent to which City is meeting the affordable housing goals of its 2030 General Plan.

(b) If the request is granted, the Payment shall be calculated using the City's adopted affordable housing in-lieu fee schedule. The fee for each unit shall be paid when the developer pulls a building permit for each unit.

(c) Beginning on July 1, 2021, and every July 1st thereafter, the Housing Director shall adjust the Fee by the percentage increase or decrease for the prior twelve months as determined by the Engineering News Record Building Cost Index for the Los Angeles Region.

Part 11. If a developer's request to make a Payment is granted, the fee for each unit shall be paid when the developer pulls a building permit for each unit. Within 60 days after a developer's request to make a Payment is granted, the developer may request in writing that

the City allow the developer to satisfy all or part of the Payment by dedicating specified off-site land to the City. With such request, the developer shall submit a written M.A.I. appraisal of the land. The City may require that the developer pay for an additional M.A.I. appraisal obtained by the City. The City Council shall determine the market value of the land, based on the appraisals provided or paid for by the developer and any other reliable data. The City Council shall also determine whether the land is suitable for affordable housing and meets the City's needs for sites for affordable housing. If the City Council so determines and the Mayor executes a certificate of acceptance for the land, the City shall apply the market value of the land to the Payment owed. If the market value of the land is less than the Payment, the developer shall pay the difference. If the market value of the land is more than the Payment, dedication of the land shall be deemed the equivalent of making the Payment, and the developer shall not be entitled to any payment for the excess market value. The developer shall deed to the City land so accepted before the developer applies for the first building permit for the project.

Part 12. As provided by Ordinance No. 2594, a developer may appeal to the City Council a decision of the Planning Commission requiring compliance with this ordinance, on the ground that such application of this ordinance to the developer's project results in an unconstitutional taking of property or that there is no reasonable relationship between the impact of the project and such requirements.

Part 13. All in-lieu Affordable Housing Payments shall be deposited in the City's Affordable Housing Trust Fund and used exclusively to provide affordable housing and affordable housing assistance to persons and families of lower and very low income.

Part 14. This ordinance does not apply to the following new residential projects of ten or more dwelling units:

- (a) Projects located in areas that are subject to a specific plan adopted by the City that requires such projects to provide as many or more affordable units for lower and very low income persons and families as does this ordinance.

Part 15. In a project that receives a density bonus pursuant to Government Code Section 65915 or 65915.5, the calculation pursuant to Part 3 or Part 4 of this ordinance of the number of dwelling units to be offered for sale or rent shall be based on the number of units before the density bonus is applied. Affordable units provided pursuant to this ordinance shall not be included in the calculation of affordable units provided pursuant to density bonus statutes, ordinances or resolutions.

Part 16. This ordinance shall be uncodified.

Part 17. This ordinance shall apply to applications for land use approvals that are filed on or after the effective date of this ordinance and to applications for land use approvals that have been filed but have not been accepted as complete as of the effective date of this ordinance.

Ordinance No. 2980

Page 8

Part 18. This ordinance replaces Ordinance No. 2721 as to applications for land use approvals described in Part 17. However, Ordinance No. 2721 is not repealed. If all or any part of this ordinance be declared invalid by the courts, and Ordinance No. 2721 be not declared invalid, Ordinance No. 2721 shall apply to the subjects addressed by the portions of this ordinance declared invalid, or, if this ordinance is declared invalid in its entirety, shall supplant this ordinance.

Part 19. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City. Ordinance No. _____ was first read on _____, 20____, and finally adopted on _____, 20____ to become effective sixty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

 Tim Flynn, Mayor

ATTEST:

 Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

 Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.7

DATE: June 2, 2020

TO: City Council

FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org

SUBJECT: Oxnard School District After School Education and Safety Grant.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an agreement (A-8217) with the Oxnard School District (OSD) for the City to receive an amount not to exceed \$2,390,000 with a City match of \$130,000 of in-kind services.

BACKGROUND

In November 2002, California voters approved the After School Education and Safety (ASES) Initiative with the passage of Proposition 49. In 2006, the governor signed into law Senate Bill 638, making ASES operational. Decades of research show that afterschool programs help kids learn, grow, and avoid risky behaviors. After school and summer learning programs are locally-designed school and community solutions that provide a safe place for kids and provide much needed support for families to balance work with home. According to research conducted by the Afterschool Alliance, after school programs serve as an effective means to close the achievement gap, boost school attendance, improve academic performance and regular school day attendance, improve classroom engagement, decrease risky behaviors and decrease the likelihood of dropping out of school.

The Oxnard School District ("OSD") contracts with Recreation and Community Services, Recreation Division to operate the ASES program. The proposed contract with OSD is for one year at \$2,390,000. The OSD utilizes City employees as site coordinators and Recreation staff to operate the entire program. The City has partnered with the OSD for more than 20 years and for the past nine years the City has been the main contractor for the ASES program. The OSD and the City of Oxnard Recreation and Community Services Division provide after school programming to over 2,200 Oxnard children on twenty school campuses.

The OSD worked in partnership with the City to design a staffing model that works best for the ASES program. The City is largest youth employer in Ventura County, employing over 300 individuals between the ages of 18-25.

The following two elements integrate the school's curriculum, instruction and learning support activities:

1. Educational and Literacy Element - This element provides tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science.
2. Educational Enrichment Element - This element offers an array of additional services, programs, and activities that reinforce and complement the school's academic program. Educational enrichment may include but is not limited to, positive youth development strategies, recreation and prevention activities. Such activities may involve the visual and

performing arts, music, physical activity, health/nutrition promotion and general recreation, community service-learning and other youth development activities based on the student's needs and interests.

Known as the Oxnard Scholars Program, the OSD program has been praised by local and state agencies for excellence in after school programming. In 2016, a former Oxnard Scholars Program employee received the *California Expanded Learning Emerging Leadership Award* from the California Department of Education. There have been multiple individuals employed by the City for the Oxnard Scholars program who now serve as elementary and secondary school teachers.

STRATEGIC PRIORITIES

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

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

Objective 1b. Explore alternatives for youth through recreation programs and intervention services.

FINANCIAL IMPACT

If approved, the OSD total grant award of not to exceed \$2,390,000 will be recognized and appropriated to the ASES Fund (272-5502) in the FY 2020-21 budget. Primary services, including reimbursement for actual expenses, shall not exceed two million two hundred thousand seventy dollars (\$2,270,000); "Additional Services" are not to exceed \$120,000.

The OSD requests matching funds by providing \$130,000 of in-kind services per fiscal year. This match is met through the General Fund (101-5501) by providing office space for ASES program, phone, copier, administrative and management staff time. Student participation in various established recreation programs such as youth sports program, educational field trips, and volunteer support also contribute to the in-kind match.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Julie Estrada, Recreation Coordinator

ATTACHMENTS

1. Agreement A-8217 - Oxnard ASES 2020-2021 (1)

MEMO



DATE: May 26, 2020

TO: City Council

FROM: Terrel Harrison, Cultural & Community Services Director

SUBJECT: **ITEM J-7:** "That the City Council approve and authorize the Mayor to execute an agreement (A-8217) with the Oxnard School District (OSD) for the City to receive an amount not to exceed \$1,920,000 with a City match of \$130,000 of in-kind services." – Amended Recommendation

The Cultural and Community Services Department (CCS) was notified by the Oxnard School District that there may be an unforeseen reduction to the original agreement amount for the Afterschool Education and Safety (ASES) program. On May 22, 2020, the reduction was confirmed and CCS was notified that the ASES Agreement would be reduced from \$2,390,000 to \$1,920,000. The revised agreement is provided with the new amount.

OXNARD SCHOOL DISTRICT

Agreement #20-01

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“**Agreement**”) is entered into as of this 3rd day of June 2020 by and between the Oxnard School District (“**District**”) and the City of Oxnard (“**Consultant**”). District and Consultant are sometimes hereinafter individually referred to as “**Party**” and hereinafter collectively referred to as the “**Parties**.”

RECITALS

- A. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services (defined below), as defined and described particularly on Exhibit A-0, Exhibit A-1, Exhibit A-2 and Exhibit A-3, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by District to perform the Services.
- C. The California Department of Education has awarded District a grant through the After School Education and Safety (ASES) Program for Fiscal Year 2020-2021 (the “**Grant**”).
- D. One way in which District desires to use the Grant is to fund local after school education and enrichment programs through retaining Consultant to perform the Services.
- E. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2020 to and including June 30, 2021 (the “**Term**”). This Agreement may be extended only by a written amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in Exhibits A-0 through A-3 shall be completed during the Term pursuant to the schedule specified in Exhibit A-0 (the “**Primary Services**”). Consultant may also, at its election, agree to provide additional services, at District’s request and only with District’s prior written authorization (the “**Additional Services**”). Should Consultant render any Additional Services without District’s prior written authorization, District shall not be obligated to pay for such services. Any such Additional Services shall be completed in accordance with Exhibits A-0 through A-3 during the Term pursuant to the schedule specified in Exhibit A-0. For purposes of this Agreement, the

Primary Services and Additional Services shall collectively be referred to as the “**Services.**” Should the Services not be completed pursuant to the schedule specified in **Exhibit A-0**, Consultant shall be deemed to be in Default as provided below. District shall agree to revise the schedule specified in **Exhibit A-0** when Consultant’s delay is caused by the action or inaction of District and Consultant promptly notifies District of such delay. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services. If the amount of the Grant or ASES Program is modified, Consultant and District agree to amend **Exhibit A-0** as it relates to funding levels, services and expectations.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** for the Services. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed One Million Eight Hundred Thousand Dollars (\$1,800,000.00) and “Additional Services” not to exceed One Hundred Twenty Thousand Dollars (\$120,000.00) payable through reimbursement as outlined in Exhibit A-0 and Exhibit B. If the amount of the funding is modified, the Parties agree to amend the costs accordingly through written amendment.

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. All work invoiced under this contract shall be work directly related to this agreement. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. The final invoice may include a fixed administrative fees not to exceed \$45,000. Sub-consultant charges, if any, shall be detailed by the following: categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) calendar days of receipt of Consultant’s correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) calendar days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant’s work under this Agreement, either during performance or when within sixty (60) work days after submitted to District. If District does not reject work by a timely written explanation, Consultant’s work shall be deemed to have been accepted. District’s acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any

of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. District shall provide written notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The written notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) work days, but may be extended, though not reduced, at the discretion of District. During the period of time that Consultant is in default, District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, District may terminate this Agreement as provided above. Any failure on the part of District to give notice of the Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. Notwithstanding the foregoing, Consultant shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the action or inaction of District.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any of the Services pursuant to this Agreement (collectively and individually, the "**Documents**") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance as set forth in paragraph 12 of this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement for a minimum of three (3) years after termination or expiration of this Agreement, or longer if required by law.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three (3) years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) work days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

a. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this Agreement.

b. If Consultant becomes aware that any person employed by or volunteering with Consultant in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Consultant must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

c. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential, but only to the extent such information is not considered a public record for purposes of federal or state law. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District, except as may be required by law.

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any Party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it does not qualify as a "designated employee".

_____ (Initials)

c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. Compliance with Applicable Laws. In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

16. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. Non-Discrimination. Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. Assignment. The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by Consultant, as if the acts and omissions were performed by Consultant directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing Services under this Agreement.

b. Consultant shall notify District of any changes in Consultant's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

c. Consultant shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

21. **Assumption of Responsibility.** In accordance with Consultant's obligations under paragraphs 11, 12, 19, and 20 herein, Consultant assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

22. **Indemnification.**

a. Consultant's Indemnity Obligation.

To the fullest extent permitted by California law, Consultant shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of District, its officials, elected board members, employees, and volunteers, or claims caused by dangerous conditions of District real property which arose out of acts or failure to act by District. Except as specifically provided in this Agreement, in no event shall Consultant be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement.

Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

b. District's Indemnity Obligation.

To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless the Consultant and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or sub-contractors of District or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Consultant, its officials, elected council members, employees, agents, or program participants. Except as specifically provided in this Agreement, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Consultant as set forth here is binding on the successors, assigns or heirs of District and shall survive the termination of this Agreement.

_____ (Initials)

23. **Insurance.** District acknowledges that Consultant is self-insured against workers' compensation claims in accordance with Labor Code section 3700(b) and that Consultant is self-insured for general liability claims in accordance with Government Code sections 989 and 990. To the extent applicable, Consultant will provide to District evidence of self-insurance coverage for the types and amounts of insurance set forth on Exhibit C hereto.

24. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District:	Oxnard School District 1051 South A Street Oxnard, California, 93030 Attention: Lisa A. Franz Phone: (805) 385-1501 x2414 Fax: (805) 240-7582
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To Consultant: City of Oxnard Recreation and Community Services
 305 W. 3rd St., First Floor West Wing
 Oxnard, California 93030
 Attention: Terrel Harrison
 Phone: (805) 385-7993
 Email: Terrel.Harrison@oxnard.org

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) work days after deposit of the same in the custody of the United States Postal Service.

25. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

26. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

27. **Administration.** The Assistant Superintendent, Educational Services, or designee, shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** attached hereto.

28. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

29. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the Parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.

30. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by Consultant and by District. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

31. **Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

32. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

33. **Dispute Resolution**

Any disputes arising from this Agreement shall be resolved using the dispute resolution process described below.

The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) a statement of the facts of the dispute, including information regarding the Party's attempt to resolve the dispute; (2) the specific sections of the Agreement that are in dispute; and (3) the specific resolution sought by the Party. Within fourteen (14) calendar days from receipt of the notice of dispute, representatives of the Parties shall meet in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other party (the responding party) in writing and the Parties shall agree on a mediator within fourteen (14) calendar days. If the Parties cannot mutually agree to a mediator, the Parties shall make a joint request of the State Mediation and Conciliation Service of the California Department of Industrial Relations ("SMCS") for a list of five (5) qualified mediators. The Parties shall select a neutral arbitrator from the SMCS list by striking one name from the list in succession until only one name remains. The mediation procedure shall be informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the Parties.

Either Party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither Party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session.

34. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

[SIGNATURES ON FOLLOWING PAGE]

OXNARD SCHOOL DISTRICT:

CITY OF OXNARD:

Lisa A. Franz, Director, Purchasing

Tim Flynn, Mayor

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-6000756

ATTEST:

Michelle Ascension, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, City Attorney

Risk Manager

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EXHIBIT A-0
TO AGREEMENT FOR CONSULTANT SERVICES

I. Consultant will perform services required by District in connection with its After School Education and Safety (ASES) Program, and specifically agrees to provide the following services under the captioned agreement:

A. Attendance:

1. Elementary students should participate every day the program operates.
2. Intermediate students should participate a minimum of nine hours and three days per week.
3. Efforts will be made to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
4. Early release waivers will be used for all students recurring late start or early program release (i.e. late start for tutoring and early release for catechism or sports).
5. No early release waiver shall be approved if as a result, the child will attend less than one and one half hours of after school programming.
6. Students who leave the program early with an excused reason (i.e., sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
7. The Consultant shall agree to meet the minimum attendance required by the ASES Grant.

B. Assurances

1. Provide an academic and enrichment after school program in each grant funded school.
2. To plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector.
3. Hire staff, based on the 20-1 ratio required by grant funding, including a site coordinator, project supervisory staff and provide payroll services for Consultant employees.
4. Operate each program from the end of the school day until 6:00 PM every regular school day or for a minimum of three hours after school dismissal.
5. When agreed upon and coordinated between Consultant and District, provide a program for non-school calendar days (i.e., weekends, vacations).
6. When agreed upon and coordinated between the Consultant and District, will provide services for Supplemental Grants with compensation being reimbursed for expenses agreed upon in advance not to exceed the per pupil amount funded by the grant. As used herein, a "Supplemental Grant" means a grant project outside of District's After School Education and Safety Core Grant.
7. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education –

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After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM).

8. Assist and maintain organized information for Federal Program Monitoring (FPM) at each site. The documentation needs to be submitted quarterly.
9. All food offered to students will conform to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Zangle-Food Services module.

C. Professional Development

1. Provide training for after school program staff and include the District Manager of Special Programs, and as appropriate, include staff of collaborating organizations.
2. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
3. Professional Development-All Staff:
 - a. All staff participates in quarterly professional development provided by District and Consultant on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, STEM/STEAM, communication skills and other topics to align the after school program with the regular day throughout course of the academic school year.

D. Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of three hours. Trainings will be coordinated by Consultant and District.

1. Site Coordinator meetings shall be held once a month to review the training received by other staff, receive training on the Continuous Quality Improvement to assist with site goals and objectives and plan collectively for activities.
2. Professional Development-Math staff
 - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be three hours.
3. Professional Development – Literacy staff
 - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be three hours.
4. Professional Development – Arts/Special Enrichment staff
 - a. Participate in two full day training before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings offered by District, District approved provider, and/or Consultant. Training will be three hours.
5. Professional Development – Engineering is Elementary (EIE)

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- a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
- b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Trainings will be three hours.
- 6. Professional Development – Physical Fitness/Recreation Staff
 - a. Participate in monthly trainings as offered by the Consultant.
 - b. Training topics include, but not limited to: physical fitness, self-esteem and nutrition.

E. Risk Management

- 1. Provide background clearance through the police department and TB tests and provide monthly reports of all employees who have received clearance for employment.
- 2. Provide a copy of insurance documents, which verify coverage for District.
- 3. Clear outside contractors and events through the District risk management department. This shall occur at least 30 days prior to service or event.
- 4. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
- 5. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
- 6. Participate in school wide emergency drills and learn the protective procedures at each school site.

F. Responsibility

- 1. Staff each school site to meet the 20:1 ratio with the following understanding:
 - a. The site coordinator is to run the daily operations of the program and support staff working directly with students. The site coordinator position is to address the administrative responsibilities of the program. The coordinator taking a group is the exception and not the rule.
 - b. Lead staff are defined as the staff working with the groups of students during the program. Lead staff will have a group that does not exceed the 20:1 ratio and provide activities they have received at monthly trainings.
- 2. Report attendance and activities weekly by Wednesday of each week for the previous week.
- 3. Work with District to establish and maintain partnerships with community agencies.
- 4. Provide student learning and enrichment materials above and beyond materials already purchased by District.
- 5. Participate in collaboration activities with other participating organizations.
- 6. Vacate learning areas within each school in the same or better conditions as they were found.
- 7. When hiring, preference will be given to District employees as appropriate; however, final decision of hiring personnel is the Consultant's.

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8. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
9. Include feedback from the after school administrator and site principal when evaluating employees.
10. Submit a use of facility permit to the Facilities Department at District.
11. Meet weekly with District administrator.
12. Provide documentation of matching funds.
13. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1 and Exhibit A-3.
14. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable pursuant to Section 3 of this Agreement.
15. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the Facilities Department at District immediately.
16. Field trips may take place during the program. The District must approve field trips in writing in advance. The City staff will be responsible for the supervision, permission slips and other details relating to the field trip.

II. Supplemental Programming

- a. Supplemental programming is defined as activities outside of the 180 days school is in session.
- b. Supplemental Programs must be approved in advance by written request.
- c. Student ratio not to exceed 20:1.
- d. Field trips may take place during the program. The District must approve field trips in writing in advance. The City staff will be responsible for the supervision, permission slips and other details relating to the field trip.

III. The Oxnard School District agrees to:

- A. Provide consistent, adequate and safe space for after school groups and activities after school each day in the schools with After School Education and Safety (ASES) Grants (including classrooms, cafeteria, restrooms, and playground).
- B. Provide a District administrator to coordinate and collaborate with the Consultant's Recreation and Community Service's Oxnard Scholars Program.
- C. Provide a staff member to help create an academic link between the after school program and the regular school day—reporting language arts and math assessment results to the after school program and reporting the after school results to the regular classroom teachers.
- D. Provide professional development to aid in the aligning the After School Program with the regular school day (Math, Literacy, Arts/Special Enrichment, and Physical Fitness and Nutrition).
- E. Provide consistent access to the computer lab and library.
- F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program.
- G. Provide daily custodial services.
- H. Submit required attendance, fiscal and evaluation reports to the State of California.
- I. Provide office space/station with access to phone, computer, printer and internet access.
- J. Provide Access to Q.

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- K. Notwithstanding Consultant's obligations contained in Exhibit A-3, administer medication to students participating in ASES Program in compliance with federal and California law.
- L. Perform those actions set forth in Exhibit A-3.

IV. As part of the Services, Consultant will prepare and deliver the following tangible work products to District:

- A. Certificates of insurance and additional insured endorsements for 2020-2021, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California.
- B. Evidence that employees have met the No Child Left Behind (NCLB) requirements.
- C. Monthly employee list certifying all have cleared TB and Fingerprint screenings.
- D. Weekly attendance and activity reports.
- E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program.
- F. Evidence that Consultant's employees and volunteers have complied with the fingerprinting and training requirements required by this Agreement.

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- V. During performance of the Services, Consultant will keep District apprised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY	DUE DATE
A. Weekly attendance report (reported).	Each Wednesday by Noon
B. Monthly Q attendance report and Q Reimbursable Snack-Food Services meal summary report for each school (confirmed).	15th of each month
C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format).	15th of each month
D. Monthly expenditure reports, including salaries for employees, supplies, trainings and Administrative costs.	30th of each month for the previous month

- VI. Consultant will utilize the following personnel to accomplish the Services:

☐ None.

☐ See attached list. **(To be provided prior to the 1st day of school)**

- VII. Consultant will utilize the following subcontractors to accomplish the Services (check one):

☐ None.

☐ See attached list.

VIII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above.

EXHIBIT A-1
General Provisions

Consultant agrees to operate the ASES Program (“**Program**”) in accordance with the following general provisions:

1. Field Trips. Consultant may offer Program field trips, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of “any involved municipalities or public entities and their respective agents and employees.”
2. Parent/Guardian Visits: To the extent allowed by applicable law, Consultant shall provide for reasonable parent/guardian access to District facilities being used by Consultant during the Program. Consultant shall ensure that parent/guardian visits are in accordance with any applicable court orders.
3. Late Pick Up Policy: Consultant shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Consultant fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Consultant’s staff shall call the emergency contacts for that student. If Consultant’s staff person has not been able to reach the student’s authorized adult within twenty (20) minutes past closing time, Consultant shall contact the Program director, the police, and social services for assistance. Consultant is fully responsible for properly implementing the policy. Irrespective of whether Consultant develops and implements an approved late pick-up policy or adopts the policy set forth herein, Consultant warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services.
4. Reportable Incidents: If any student suffers an injury requiring medical attention during the Program, then Consultant shall immediately inform District by telephone, text, or email, and provide a written incident report to District within twenty-four (24) hours of the incident. If Consultant becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Consultant shall comply with all mandated reporting requirements under California law. Consultant shall inform District immediately and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Consultant assures District that all Consultant staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.
5. Emergencies/ Disasters: Consultant shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Consultant fails to provide a reasonable disaster/emergency policy, the District’s emergency/disaster policy shall apply. Consultant is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained,

and confirming that staff members are properly instructed to access disaster preparedness kits.

6. Unauthorized Persons: In the event that Consultant's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students; and any other trespassers) is on District's property during the operation of the Program, Consultant's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Consultant's staff shall immediately notify Manager, Special Programs & Services at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.
7. District Facilities and Equipment: Consultant's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Consultant shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Consultant shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Consultant shall replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Consultant permitted to use the facilities or equipment. Consultant shall not install equipment or fixtures at District facilities without District's prior written consent.

EXHIBIT A-2
SPORTS – HEALTH AND SAFETY

Consultant agrees to operate Program sports in accordance with the following provisions.

1. General Requirements for Consultant’s Program Coaches

a. Satisfaction of Program staff requirements. Consultant agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.

b. Additional requirements. Consultant further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Consultant’s coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Consultant shall have satisfied these requirements if Consultant provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Consultant.

2. General Requirements for Student Eligibility in Program Sports

a. Medical clearance. Consultant shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Consultant may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation (“CIF”), and attached hereto as Exhibit A-2(i) (or any updated forms). Consultant shall retain a copy of all medical clearances for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

b. Adherence to recommendations. Consultant agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student’s medical clearance form. Consultant acknowledges that a student’s medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Consultant agrees to be bound by the revised restrictions or recommendations.

c. Current illness or injury. For the health and safety of all Program participants, Consultant shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Consultant with a written medical clearance. Consultant shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.

d. Sign In and Sign Out Sheet. Consultant must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student’s name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.

e. **Off-site Sports Activities.** Consultant may offer off-site sports activities, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of “any involved municipalities or public entities and their respective agents and employees.”

3. **Concussions**

Consultant agrees to adhere to the following standards regarding concussions and serious head injuries.

a. **Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Consultant’s coaches shall receive training on concussions and provide proof of such training to Consultant. The training can be completed through the free, online course “Concussions in Sports” (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Consultant’s coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. Consultant’s coaches shall receive concussion training at least once a year.

iii. Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District’s request, provide a copy to District.

b. **Students – requirements prior to participation**

i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student’s parent or guardian shall review and sign a concussion and head injury information sheet. Consultant shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District’s prior approval. Consultant may use the “Concussion Information Sheet” prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Consultant shall make two (2) copies of each signed concussion information sheet. Consultant shall return the first copy to the student’s parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

c. **Coaches – requirements if student may have sustained concussion**

i. Consultant shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.

ii. Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected concussion

i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Consultant may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).

ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.

iii. Subsequent to the student's suspected head injury, Consultant agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.

iv. Consultant agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District's request, provide the copies to District.

4. Sudden Cardiac Arrest ("SCA")

Consultant agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

a. Coaches – requirements prior to coaching

i. As a prerequisite to coaching any Program sport, Consultant's coaches shall receive training on SCA and provide proof of such training to Consultant. The training can be completed through the free, online course "Cardiac Wise" (or any updated course), which is available through the CIF website. As proof of training, Consultant's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. Consultant's coaches shall receive SCA training at least once a year.

iii. Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide the copies to District.

b. Students – requirements prior to participation

i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student's parent or guardian shall review and sign an SCA information sheet. Consultant shall provide the SCA information sheet, the form and content of which shall be subject to District's prior approval. Consultant may use the SCA information sheet "Keep Their Heart in the Game – a sudden cardiac arrest information sheet for athletes and parents/guardians" prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Consultant shall make two (2) copies of each signed information sheet. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

c. Coaches – requirements if student faints

i. Consultant shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Consultant shall then seek emergency medical attention for the student.

ii. Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected SCA event

i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.

ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.

iii. Consultant agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.

iv. Consultant agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.

5. Heat Illness

Consultant agrees to adhere to the following standards regarding heat illness.

a. Coaches – education about heat illness prevention. Consultant agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course "A Guide to Heat Acclimatization and Heat Illness Prevention" (or any updated course), which is available through the CIF website.

b. Preventative Measures. Consultant's coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

i. educating students participating in Program sports to arrive at practice or competition well-hydrated;

- ii. instructing students to stay hydrated in between practices;
- iii. educating students to avoid drinks which dehydrate the body, such as drinks containing stimulants such as ephedrine or high amounts of caffeine;
- iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;
- v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;
- vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and
- vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate to the additional (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

6. **Methicillin-Resistant Staph Aureus (MRSA)**

Consultant agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

a. Coaches – education about MRSA. Consultant shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Consultant shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.

b. Coaches - preventative measures. Consultant shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to, recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

c. Coaches – duty to inform students and parents/guardians. Consultant shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

7. **Performance Enhancement Drugs**

Consultant agrees to adhere to the following standards regarding performance enhancement drugs.

a. Consultant development and implementation of policy. Consultant shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject

to District approval. Consultant may adopt District's policy, or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District's prior approval.

b. Student and parent/guardian agreement about policy. The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.

c. Annual update. Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Consultant agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

d. Copies of agreement. Consultant shall make two (2) copies of each agreement about the drug enhancement policy. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

e. Applicability. At District's discretion, the requirements of this section, or any portion thereof, may be made applicable only to District's intermediate students (and thereby exempt in whole or part District's elementary students).

8. Event Emergency Guidelines

a. Adoption of policy. Consultant shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall be unreasonably withheld. Consultant may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.

b. Training regarding policy. Prior to implementing any Program sports activities, Consultant must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.

c. Biennial Review. If the Program is a multi-year program, Consultant and District shall review and update the policy at least every two (2) years.

EXHIBIT A-3
ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF
EMERGENCY ASSISTANCE

Consultant and District agree to operate the Program in accordance with the following requirements. Consultant shall not administer any medication not explicitly set forth herein.

1. Requirements for Administration of Epinephrine (Epi-pen)

a. Obligation to Administer Epinephrine; Authorized Individuals

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (*i.e.*, potentially life-threatening hypersensitivity to a substance). Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall at all times maintain a designated employee and/or volunteer at all Program sites. Consultant shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Consultant that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

b. Training of Voluntary Consultant Employees and Volunteers

Consultant shall provide all designated Consultant employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at <http://www.cde.ca.gov/ls/he/hn/epiadmin.asp>. The training shall cover at a minimum the information listed in the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student's parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. Consultant warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. All training materials shall be retained at Program sites.

2. Epinephrine Prescriptions

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and providing access to those employees and/or volunteers of Consultant that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic

reaction. Consultant shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

3. Requirements for the Provision of Emergency Assistance

Consultant shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly becomes ill. Consultant shall provide the necessary training in cardiopulmonary resuscitation (CPR), an automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, “emergency assistance” shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person’s heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Consultant that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

4. Copies of Documents

Consultant shall maintain a copy of all health care documents and provide a copy of same to District.

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-01

COMPENSATION

- I. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Two Million One Hundred Thousand Dollars (\$2,270,000.00), and “Additional Services” not to exceed One Hundred Twenty Thousand Dollars (\$120,000.00), payable through reimbursement as outlined in Exhibit A-0.

- II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed Forty-Five Dollars (\$45.00) per hour without written authorization from the District Superintendent or his designee.

- III. Within the grant amount, the District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:
 - A. Monthly expenditure report by school.
 - B. Certification that all employees, agents and contractors that will have contact with students and for whom a certificate has not been previously provided have been properly fingerprinted and TB tested.
 - C. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - D. Line items for all supplies properly charged to the Services.
 - E. Line items for all travel properly charged to the Services.
 - F. Line items for all equipment properly charged to the Services.
 - G. Line items for all materials properly charged to the Services.
 - H. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-01

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Commercial General Liability coverage of not less than two million dollars (\$2,000,000) in the aggregate and one million dollars (\$1,000,000) per occurrence.
2. Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
3. Insurance coverage should include:
 - a. owned, non-owned and hired vehicles;
 - b. blanket contractual;
 - c. broad form property damage;
 - d. products/completed operations; and
 - e. personal injury.
4. Workers' Compensation insurance as required by the laws of the State of California.
5. Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.
6. Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination

☐ Not Project Related☒ Project #20-01

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

1. District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

2. Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

3. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance or evidence of self-insurance coverage necessary to satisfy District that the insurance provisions of this Agreement have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #20-01

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached ☐ constitute ☒ do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **CITY OF OXNARD**, who will provide Services under the Agreement, ☐ is ☒ is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.8

DATE: June 2, 2020

TO: City Council

FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org

SUBJECT: **(REVISED)** Lease Agreement with Continuing Development, Incorporated (Agreement No. A-8218).

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a lease agreement with Continuing Development, Incorporated (CDI) for a portion of South Oxnard Community Center, 200 East Bard Road.

BACKGROUND

Continuing Development Incorporated (CDI), a California nonprofit corporation, has a 43-year history of providing high-quality childcare programs for infant, preschool and school-age children in Ventura County. CDI programs serve children and families who qualify for state subsidies through the California Department of Education, Early Education and Support Division, as well as private fee-paying families during the school year. Licensed by the California Department of Social Services, Community Care Licensing Division, CDI operates multiple centers throughout Oxnard while providing preschool services for ages 3-5 at the South Oxnard Community Center.

In 1993, the City of Oxnard contracted partial use of the South Oxnard Center with CDI to provide childcare services and has continued the relationship for the past 27 years. On June 30, 2020, the most recent lease agreement between the City of Oxnard and CDI will expire. The proposed agreement to lease the South Oxnard Community Center to CDI is for a three (3) year term. The term will commence on July 1, 2020 and terminate on June 30, 2023. This contract includes an annual adjustment of 2.5% of the base rent of \$8,404 per month, netting \$310,164 over the three year lease agreement.

STRATEGIC PRIORITIES

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

Objective 1b. Explore alternatives for youth through recreation programs and intervention services.

FINANCIAL IMPACT

If approved, the lease agreement will generate \$310,164 in lease revenue over three years. Fiscal Years 2020-21, 2021-22 and 2022-23 will include the total lease agreement amount in the General Fund revenue budget (Recreation Fees/Lease Revenue account - 101-5501-554-7353/Project I55610).

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Renee Rakestraw, Community Services Manager

ATTACHMENTS

1. Property Lease 200 Bard Road 2020-2023

Contract No. A-8218

LEASE

This Lease (“Lease”) is made as of 1st day of July, 2020, by and between the CITY OF OXNARD, (“Landlord”) and Continuing Development, Incorporated (collectively “Tenant”). Each of Landlord and Tenant are sometimes hereinafter referred to as a “Party” and collectively as the “Parties.”

1. Leased Premises

Landlord hereby leases to Tenant, and Tenant hires from Landlord for the term, at the rental, and pursuant to the covenants, provisions and conditions set forth herein, that certain space (the “Leased Premises”) situated at 200 East Bard Road in the South Oxnard Community Center (“Building”). The Leased Premises are outlined and defined in Exhibit “A” attached hereto and incorporated by this reference in full herein.

2. Term

The term of this Lease (“Term”) shall commence on July 1, 2020 (the “Commencement Date”) and shall expire on June 30, 2023 (the “Termination Date”), subject to earlier termination as provided herein. Time is of the essence of this Lease.

3. Rent

3.1 Base Rent. During the Term, Tenant agrees to pay Landlord as “Base Rent” for the Leased Premises, detailed below:

Time Frame	Monthly Rent	Increase	Total Yearly Amount
July 1, 2020-June 30, 2021	\$ 8,404	2.5%	\$ 100,848
July 1, 2021-June 30, 2022	\$ 8,614	2.5%	\$ 103,368
July 1, 2022-June 30, 2023	\$ 8,829	2.5%	\$ 105,948
Total			\$ 310,164

Base Rent shall be due and payable to the Landlord on the first day of each and every calendar month during the Term. Base Rent for the first month of the Term, or portion thereof, shall be paid concurrent with the execution of this Lease. If the Commencement Date is not the first day of a calendar month, or if the Term ends on a day other than the last day of a calendar month, then the rental for such partial month(s) shall be prorated based on a 30-day month.

3.2 Annual Adjustment of Base Rent. The Base Rent shall be increased every year after the Commencement Date (“1st of July”) during the Term in an amount equal to two and a half percent (2.5%).

3.3 Additional Rent. All amounts due from Tenant to Landlord under this Lease other than Base Rent shall constitute “Additional Rent.” The Base Rent and Additional Rent are sometimes collectively referred to hereinafter as “Rent.” Rent shall be paid to Landlord, without

deduction or offset, in lawful money of the United States of America, which shall be legal tender at the time of payment, at the office of Landlord or to such other person or at such other place as Landlord may from time to time designate in writing.

3.4 Interest; Late Charges. All amounts due and unpaid under this Lease shall accrue interest from the date due until paid at the lesser of the prime or reference rate charged by the Bank of America, N.A. plus three percent (3%) or the highest rate permitted by law (the "Default Rate"). It is also agreed between the Parties that if any installment of Base Rent shall be due hereunder and unpaid as of the fifth (5th) day of any month, a five percent (5%) late/administrative charge shall be immediately added to the amount owing and shall also be due and payable, the Parties recognizing that they cannot establish with certainty the damage and additional administrative expense Landlord will suffer in the event Tenant fails to pay such amount when due and the Parties agreeing that such late charge represents the reasonable estimate of the Parties as to the amount of such damage and additional administrative expense.

INITIAL **Tenant:** _____ **Landlord:** _____

3.5 Additional Expenses Payable by Tenant. Tenant shall pay a reasonable charge determined by Landlord for any use of utilities or services in excess of utilities or services customarily provided for Tenant or in addition to those set out in Section 10, which Section covers normal utility charges. Tenant shall pay for any additional or unusual janitorial or security guard services required by reason of Tenant's use of the Premise or by reason of improvements in the Premises other than improvements made by Landlord.

4. Security Deposit

Concurrent with the execution of Tenant's previous Lease 2017/2020, Tenant deposited with Landlord fifteen thousand six hundred seven dollars and 28 cents of deposit (\$15,607.28) as a security deposit. If Tenant is in default under this Lease, Landlord may use the security deposit, or any portion of it, to cure the default or to compensate Landlord for all damage sustained by Landlord resulting from such default. Tenant shall immediately on demand pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord as provided in this Section so as to maintain the security deposit in the sum initially deposited with Landlord. If Tenant is not in default and has vacated the Leased Premises by the Termination Date, Landlord shall return the security deposit to Tenant. Landlord's obligations with respect to the security deposit are those of a debtor and not a trustee. Landlord may maintain the security deposit separate and apart from Landlord's general funds or can commingle the security deposit with Landlord's general and other funds. Landlord shall not be required to pay Tenant interest on the security deposit.

5. Delivery and Condition of Leased Premises

5.1 Landlord shall deliver physical possession of the Leased Premises to Tenant upon the execution of this Lease by both Parties. Tenant hereby accepts the Leased Premises in its existing "AS IS" condition as of the date hereof subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing the use of the Leased Premises, and any

easements, licenses, covenants, conditions or restrictions of record, including without limitation any Declaration of Covenants, Conditions and Restrictions, executed by Landlord, and accepts this Lease subject thereto and subject to all matters disclosed thereby.

5.2 Tenant acknowledges that Landlord has not made any representation or warranty whatsoever as to the condition of the Leased Premises including, but not limited to, the condition of the existing building or the electrical, plumbing, fire sprinkler pressure (if there are any fire sprinklers), lighting, air conditioning and heating therein, or the present or future suitability of the Leased Premises for the conduct of Tenant's business.

5.3 Landlord shall not be liable for any latent or patent defects in or about the Leased Premises. Tenant hereby waives all other express or implied warranties or representations regarding any latent or patent defects in the Leased Premises.

5.4 Tenant shall, upon taking possession of the Leased Premises, and with Landlord's prior written approval, prepare plans ("Plans") and obtain all necessary permits for, and commence construction upon the Leased Premises of, any and all improvements necessary to open and operate Tenant's business (the "Improvements").

6. Use of Leased Premises

6.1 Limitation on Use. Tenant shall use the Leased Premises solely for four daycare classrooms of approximately 830 square feet each and the adjacent office corridor space, a fenced play yard location, a temporary play yard in the courtyard, and kitchen usage only for scheduled hours of operation.

6.2 Tenant's Operation of Business. Tenant shall continuously and uninterruptedly during the entire Lease Term:

6.2.1 At a minimum, remain open for business during usual business hours Monday through Friday, except customary federal and state holidays;

6.2.2 Adequately staff its business with sufficient employees;

6.2.3 Conduct Tenant's business at all times in a first-class manner consistent with reputable business standards and practices, in good faith and in such a manner that the high reputation of the Landlord and the Premises is maintained; and

6.2.4 Warehouse, store or stock only such items as Tenant require to conduct its business.

6.3 Anti-discrimination and Equal Opportunity. Tenant shall, throughout the Term, comply with the provisions set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

6.4 Prohibited Uses; Alterations. Tenant shall not do or permit anything to be done in or about the Leased Premises that in any way increases the existing rate of any fire or other insurance on the Building or any of its contents, or that causes a cancellation of any insurance policy covering the Building, the Leased Premises or any part of them or any of the contents thereof, or which constitutes an activity specifically excluded from the Landlord's insurance policy or any insurance Tenant is required by Landlord to obtain, which policies are described in Section 8 of this Lease. Tenant shall not commit or cause to be committed any nuisance or waste in or on the Leased Premises or permit anything to be done in or about the Leased Premises that will in any way conflict with the CC&Rs or any law, statute, ordinance or governmental rule or regulation now in force or hereafter in force. Tenant shall not display, store, or sell merchandise or allow carts, portable signs, devices or any other objects to be stored or to remain outside the exterior walls and permanent doorways of the Leased Premises without Landlord's prior written consent. Tenant shall not, without the prior written consent of Landlord, sell merchandise from vending machines or allow any coin operated vending or gaming machines on the Leased Premises. Except as otherwise provided herein, Tenant shall not make or cause to be made any alterations, repairs, additions or improvements to any part of the Leased Premises, without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

7. Insurance

Tenant shall deliver to the Landlord copies of policies of insurance and certificates evidencing the existence and amounts of the insurance described herein below with loss payable clauses and additional insured endorsements in favor of Landlord and cross-liability endorsements. Each policy shall provide that such policy shall not be cancelable or subject to reduction of coverage or other modification during the Term except after thirty (30) days prior written notice to Landlord. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies, qualified to do business in the State of California and reasonably acceptable to Landlord. All public liability and property damage policies shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, and employees by reason of the negligence of Tenant. All public liability, property damages and other casualty policies shall be written as primary policies, not contributing with, and not in excess of coverage which Landlord may carry. Executed copies of all policies, or certificates evidencing the existence and amounts of such insurance, shall be delivered to Landlord by Tenant no later than ten (10) days after Commencement Date, and thereafter, executed copies of renewal policies or certificates thereof shall be delivered to Landlord thirty (30) days prior to the expiration of any such policy. In the event Tenant fails to maintain any of the insurance set forth herein below, Landlord may, but shall not be required to, obtain such insurance on behalf of Tenant and, in such event, Tenant shall reimburse Landlord as Additional Rent and immediately on demand, for the cost incurred by Landlord together with interest on such cost at the Default Rate from the date the cost is incurred by Landlord to the date same is reimbursed to Landlord by Tenant. Tenant shall, at Tenant's sole expense, obtain and keep in force during the Term, the following coverages:

7.1 **Liability Insurance.** A liability insurance policy insuring Landlord and Tenant against any liability for bodily injury and property damage arising out of the ownership, use, occupancy or maintenance of the Leased Premises, Building, and/or the Premises by Tenant, its guests and/or invitees. Such insurance shall be a combined single limit policy in an amount not less than \$1,000,000.00 per occurrence. The policy shall insure performance by Tenant of the indemnity provisions of Section 13. The limits of said insurance shall not, however, limit the liability of Tenant hereunder;

7.2 **Insurance of Improvements and Contents.** A policy or policies of insurance against damage (by fire, theft, vandalism, malicious mischief, all risks normally insured against by extended coverage, and if the Building has sprinklers, the added perils of sprinkler leakage and earthquake sprinkler leakage) to the Improvements, any other improvements made to the Leased Premises by Tenant, and Tenant's stock in trade, furniture, personal property, fixtures and equipment on the Leased Premises, with coverage in an amount equal to the actual cash value thereof. Tenant may, with Landlord's prior written consent, elect to have a reasonable deductible in connection with such insurance;

7.3 **Worker's Compensation Insurance.** Tenant shall, during the Term, keep in full force and effect a policy or policies of worker's compensation insurance, with coverage not less than the minimum required by the State of California. Landlord and Tenant hereby waive their rights (and, to the extent permitted by law, the subrogation rights of their respective insurers) against each other and any other tenant of space in the Building (as well as the officers, employees, agents, authorized representatives, and invitees of same) with respect to any claims (including, but not limited to claims for injury to any person(s), and/or damage to the Leased Premises or any other part of the Landlord's Premises, and/or any fixtures, equipment, personal property, furniture, improvements and/or alterations in or to the Leased Premises or the Building) which are caused by or result from risks insured against under any valid and collectible insurance contract or policy carried by Landlord or Tenant (whichever the case may be) and in force at the time of any such injury and/or damage. However, the above waiver shall apply only to the extent that such claim is covered by such insurance contracts or policies. Tenant shall obtain (for Landlord) from its insurer(s) under each policy required to be obtained pursuant to Sections 7.1 and 7.2 above, a waiver of all rights of subrogation which such insurer(s) of Tenant might have against Landlord.

8. Damage

8.1 **Partial Damage-Insured.** In the event the Leased Premises or the Building are damaged by any casualty which is covered under fire and extended coverage insurance carried by Landlord, then Landlord shall restore such damage provided sufficient insurance proceeds are available to pay for the cost of restoration and provided such restoration can be completed within one hundred and eighty (180) days after the commencement of the work in the opinion of a registered architect or engineer appointed by Landlord. In such event this Lease shall continue in full force and effect, and Tenant shall not be entitled to any abatement or reduction of Rent.

8.2 **Partial Damage-Uninsured.** In the event the Leased Premises or the Building are damaged by a risk not covered by Landlord's insurance or the proceeds of available insurance

are less than the cost of restoration, or if the restoration cannot be completed within one hundred and eighty (180) days after the commencement of work in the opinion of the registered architect or engineer appointed by Landlord, then Landlord shall have the option either to (1) repair or restore such damage, this Lease continuing in full force and effect and Tenant shall not be entitled to any abatement or reduction of Rent, or (2) give notice to Tenant at any time within thirty (30) days after such damage terminating this Lease as of a date to be specified in such notice, which date shall be not less than thirty (30) nor more than sixty (60) days after giving such notice. In the event of the giving of such notice, this Lease shall expire and all interest of Tenant in the Leased Premises shall terminate on such date so specified in such notice and all Rent shall be paid to the date of such termination; provided, however, that Landlord agrees to refund to the Tenant any Base Rent theretofore paid in advance for any period of time subsequent to such date.

8.3 Total Destruction. In the event the Leased Premises are totally destroyed or the Leased Premises cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, this Lease shall be terminated effective the date of the damage.

8.4 Landlord's Obligations. The Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any restoration or replacement of any decorations, partitions, floor covering or any other improvements or property installed in the Leased Premises by Tenant or at the direct or indirect expense of Tenant. Tenant shall be required to restore or replace same in the event of damage. Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration; nor shall Tenant have the right to terminate this Lease as the result of any statutory provision now or hereafter in effect pertaining to the damage and destruction of the Leased Premises or the Building including Sections 1932(2) and 1933(4) of the Civil Code of the State of California, except as expressly provided herein.

9. Condemnation

If all or any part of the Leased Premises shall be taken or appropriated for public or quasi-public use by right of eminent domain with or without litigation or transferred by agreement in connection with such public or quasi-public use, either Party hereto shall have the right at its option exercisable within thirty (30) days of receipt of notice of such taking to terminate this Lease as of the date possession is taken by the condemning authority; provided, however, that before Tenant may terminate this Lease by reason of taking or appropriation as provided hereinabove, such taking or appropriation shall be of such an extent and nature as to substantially handicap, impede or impair Tenant's use of the Leased Premises. If any part of the Building other than the Leased Premises shall be so taken or appropriated, Landlord shall have the right at its option to terminate this Lease. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made to Tenant for the taking of personal property and fixtures belonging to Tenant and/or for the interruption of or damage to Tenant's business.

10. Utilities

Tenant shall pay for its prorata share of all water, gas, heat and electricity services supplied to the Leased Premises, based upon the ratio of the rentable floor area of the Lease Premises as compared to all space which is rented and occupied in the Building. For purposes of implementing the provisions of this Section 10, Landlord and Tenant hereby agree that Tenant shall pay for water, gas, wastewater, solid waste, electric, and heating and air conditioning for the comfortable use and occupancy of the Premises. The utilities are billed by the utility co. & are paid separately from any lease. Tenant shall also pay for Tenant's own telephone service and alarm services charges including false alarms and all other services and/or utilities supplied to the Leased Premises. Tenant shall also pay for Tenant's own telephone service and alarm services charges including false alarms and all other services and/or utilities supplied to the Leased Premises. The City shall bill the Tenant for false alarm charges, and the Tenant shall pay City for such charges, within 30 days of receiving such bill from the City. Notwithstanding the foregoing, Landlord shall not be liable in damages or otherwise for any failure, interruption or unavailability of any utility service being furnished to the Leased Premises and no such failure or interruption shall entitle Tenant to terminate this Lease or receive any abatement of Rent hereunder.

11. Taxes

Tenant shall pay at least ten (10) days before due, and before any fine, penalty, interest or cost shall be charged thereon, directly to the appropriate taxing or other governmental authority, all of the following:

11.1 Real estate and other ad valorem taxes and assessments of every kind and nature levied and assessed upon the Leased Premises and the underlying realty including, but not limited to, possessory interest taxes assessed against the leasehold interest created hereby and general and special assessments, whether foreseen or unforeseen.

11.2 Taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation on the Leased Premises, (collectively, "Taxes"). Tenant shall deliver to Landlord copies of receipted bills for such Taxes within fifteen (15) days after receipt of such bills by Tenant. If any taxes on Tenant's personal property are levied against Landlord or Landlord's property, or if the assessed value of the Building is increased by the inclusion of a value placed on Tenant's personal property, and if Landlord pays the taxes on any of these items or the taxes based on the increased assessment caused by these items, Tenant, on demand, shall immediately reimburse Landlord for the sum of the taxes levied against Landlord, or the proportion of the taxes resulting from the increase in Landlord's assessment. Landlord shall have the right to pay these taxes regardless of the validity of the levy.

Additionally, Landlord and Tenant agree that this Lease may create a possessory property interest which is subject to property taxation, in which event that party in whom such interest is vested may be subject to and shall pay such property taxes.

12. Compliance with Laws

Tenant agrees to comply with all applicable zoning, municipal, county and state laws, ordinances and regulations governing the use of the Leased Premises, the CC&R's and any other covenants or restrictions of record. Tenant agrees to secure any federal, state or local licenses or permits required in order to use the Leased Premises for the purposes specified hereinabove. Tenant shall secure such licenses and permits before the Commencement Date of this Lease.

13. Indemnity and Exculpation

13.1 Indemnity. Tenant shall indemnify, defend and hold harmless Landlord, the City of Oxnard (the "City") and the Association (if there is one) and against any and all claims, liabilities, losses, costs, expenses, including without limitation attorneys' fees and costs ("Claims or Liabilities") including without limitation those resulting from theft, vandalism, personal injury, disability or death, and even if caused in whole or in part by the passive negligence of Landlord, its agents, staff or employees (e.g., failure to supervise or control, or warn of or remove a condition on or about the Leased Premises) arising from:

13.1.1 The condition of the Leased Premises and surrounding areas which are used by Tenant and Tenant's employees, staff, consultants, agents, contractors, suppliers, invitees, guests, patrons, licensees, successors and assigns (collectively, "Tenant's Representatives"),

13.1.2 Tenant's and Tenant's Representatives' use of the Leased Premises, Building and/or other areas of the Landlord's Premises including without limitation the construction of the Improvements and any other work performed therein,

13.1.3 Any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, and/or

13.1.4 The conduct of Tenant's business operated on or about the Leased Premises or any act or negligence of Tenant, or any of Tenant's Representatives, except that Tenant shall not indemnify, defend and hold harmless Landlord from and against any claims to the extent they result solely from the active negligence or willful misconduct of Landlord or Landlord's agents, staff, employees, consultants, officers, successors and assigns (collectively, "Landlord's Representatives").

In case any action or proceeding be brought against Landlord, the City or the Landlord by reason of any such claim, Tenant, upon notice from any such party, shall defend the same at Tenant's expense by counsel reasonably satisfactory to such party.

Tenant, as a material part of the consideration given to Landlord, hereby (i) assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises arising from any cause including, but not limited to, any theft, vandalism, damage, injury to person or death resulting from the condition of the Leased Premises during the Term hereof but excluding any claims (except for those claims arising from Landlord's alleged failure to

supervise or control Tenant's actions or Tenant's use of the Leased Premises) arising from the active negligence or willful misconduct of Landlord, and (ii) waives all claims in respect thereof against Landlord, and the City.

13.2 Exemption of Landlord From Liability. It is hereby agreed that Landlord shall not be liable for any injury or damage which may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, invitees or customers, or by any other person in or about the Leased Premises caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Leased Premises, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, whether said damage or injury results from conditions arising upon the Leased Premises or from other sources. It is hereby agreed that Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of the Building.

14. Default and Remedies

14.1 Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

14.1.1 Any failure by Tenant to pay any Rent at the time said payment is due:

14.1.2 The abandonment or vacation (defined to be ten (10) or more days of continuous absence from the Leased Premises) of the Leased Premises by Tenant;

14.1.3 The failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for fifteen (15) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said fifteen (15) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion;

14.1.4 The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

14.2 Termination. In the event of any such default by Tenant, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such termination. In the event that Landlord shall elect to so terminate this Lease then Landlord may recover from Tenant:

14.2.1 The worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus

14.2.2 The worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

14.2.3 The worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

14.2.4 Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform his obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; plus

14.2.5 At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

As used in subparagraphs 14.2.1 and 14.2.2 above, the "worth at the time of award" is computed by allowing interest at the Default Rate. As used in subparagraph 14.2.3 above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

14.3 Additional Remedies

14.3.1 In the event of the vacation or abandonment of the Leased Premises by Tenant (as defined in Section 14.1.2 above), and if Landlord does not elect to terminate this Lease and Tenant's right to possession of the Leased Premises by electing the remedy provided in Section 14.2 above, then Landlord may, pursuant to Section 1951.4 of the Civil Code of the State of California, recover all Rent as it becomes due.

14.3.2 Landlord entry into the Leased Premises for maintenance purposes or in an attempt to relet the Leased Premises shall not be considered to terminate Tenant's right to possession of the Leased Premises and no entry of the Leased Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Landlord may at any time after any default by Tenant elect to terminate this Lease pursuant to Section 14.2 above.

14.3.3 The rights of Landlord under this Lease shall be cumulative to all other rights or remedies now or hereafter available to Landlord at law or in equity.

15. Maintenance

15.1 Landlord's Obligation. Landlord shall maintain and make all necessary repairs to the Leased Premises including original fixtures and accessories, the heating, ventilation

and air conditioning system and the common areas which include parking lot, building signs and landscaping, except landscaping in the area commonly referred to as the "play area" which shall be the responsibility of the Tenant.

15.2 Tenant's Obligations. Tenant shall be responsible for maintenance and repair of fixtures, appliance and equipment provided by Tenant for its own use. Tenant shall be responsible for the costs of maintenance and repair of the Leased Premises that is required because of the neglect or misconduct of the Tenant, its officers, employees, agents, subcontractors or users. Landlord may expend funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended, together with interest thereon at the Default Rate from the date of payment by Landlord until the date of repayment by Tenant shall be paid by Tenant as Additional Rent hereunder. Landlord may, but shall not be required to, recover such expenditures from the security deposit established pursuant to Section 4 of this Lease. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Leased Premises by Tenant as a result of performing any such work. In the event of emergency repairs, Tenant hereby grants to Landlord the right to enter upon the Leased Premises at any time. Tenant has responsibility to give notice of any attachments to fixtures or to the building that needs to be regulated and approved by the City of Oxnard Facilities.

Additionally, the Tenant shall be responsible for at least providing 2 ServSafe Manager Certifications which verifies that a manager or person-in-charge has sufficient food safety knowledge to protect the public from foodborne illness. Throughout hours of operation, tenant will be required for the upkeep of equipment sanitation, all storage food and equipment needs to be placed 6 inches above the ground, maintain the facility clean, steam clean the kitchen equipment, kitchen exhaust hood, all stainless steel including walls, and appliances twice a year. Any chemicals used in the kitchen or throughout building by Continuing Development, Incorporated needs to be disclose to the City of Oxnard.

15.3 Waiver by Tenant. Landlord shall have no obligation to repair or maintain the Leased Premises or improvements constructed therein except as provided in this Lease. Tenant hereby waives all right to make repairs at the expense of Landlord as provided for in any statute or law in effect at the time of execution of this Lease (including Section 1942 of the Civil Code of the State of California) or any amendment thereof or any other statute or law which may be hereafter enacted during the term of this Lease.

16. Landlord's Right of Entry

Tenant shall permit Landlord or Landlord's Representatives to enter the Leased Premises at all reasonable times for the purpose of inspecting the Leased Premises to determine whether Tenant is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect Landlord's interest in the Leased Premises under this Lease or to perform Landlord's duties under this Lease. Landlord also reserves and shall at any and all times have the right to enter the Leased Premises in connection with any utilities to be provided by Landlord to Tenant hereunder, to submit said Leased Premises to inspection by prospective purchasers or tenants or prospective or existing mortgagees, to post notices of non-responsibility and "for lease" signs, and to alter, improve or repair the Leased Premises and any portion of the Building

without abatement of rent. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Leased Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises, excluding Tenant's vaults and safes, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, the existence of which shall be determined by Landlord in its sole discretion, in order to obtain entry to the Leased Premises. Any entry to the Leased Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction of Tenant from the Leased Premises or any portion thereof.

17. Transfers

17.1 Assignment and Subletting. Tenant shall not voluntarily or by operation of law assign, license, franchise, transfer, mortgage or otherwise encumber all or any part of Tenant's interest in this Lease or in the Leased Premises, and shall not sublet, franchise, or license all or any part of the Leased Premises, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, and any attempted assignment, license, franchise, transfer, mortgage, encumbrance or subletting without such consent shall be wholly void. Without in any way limiting Landlord's right to refuse to give such consent for any other reason or reasons, Landlord reserves the right to refuse to give such consent if in Landlord's discretion and opinion the quality or character of the business operation conducted on the Leased Premises or throughout any other portion of the Building is or may be in any way adversely affected during the term of the Lease by such proposed assignment, license, franchise, transfer, mortgage, encumbrance or subletting, or if the financial worth, capability and/or liquidity of the proposed new tenant is less than that of Tenant at the time of the execution of this Lease or if the proposed new tenant has less experience in operating a business of the specific type as Tenant's than does Tenant.

17.2 Bankruptcy. In the event that Tenant files any type of petition in bankruptcy or has same filed against it and Landlord does not elect to terminate this Lease or is deemed to have waived its right to terminate this Lease, and in the event that the trustee or receiver appointed by the bankruptcy court attempts to assume this Lease and thereupon or otherwise assign it to a third party, then:

17.2.1 Such assignee shall have a net worth at least equal to that of the Tenant at the time of execution of this Lease,

17.2.2 The business of the assuming third party shall be consistent with the character and concept of the Project, and

17.2.3 All other provisions of 11 U.S.C. 365, as well as other applicable Bankruptcy Law provisions for Landlord's protection, shall be satisfied before any assignment of Tenant's rights, or assumption of Tenant's obligations under this Lease. This subparagraph shall not be deemed to waive any of Landlord's rights under Bankruptcy Law or otherwise.

17.3 Management. In the event Tenant fails to exercise such management and control of the business hereunder permitted to be conducted in the Leased Premises, as is ordinarily exercised by an owner of such a business, then Landlord shall have the right to approve the manager, franchisee, independent contractor, employee or other person or entity selected by Tenant to operate and conduct such business on the Leased Premises. The preceding sentence shall not be deemed to restrict Tenant from delegating day to day management of the Tenant's business, or taking vacations, but shall restrict Tenant from surrendering authority for setting general policy and business practices of the business. If Tenant makes such restricted selection or appointment without first securing Landlord's consent thereto, then Landlord, upon thirty (30) days' written notice to Tenant, shall have the right to terminate this Lease. Landlord shall not unreasonably withhold such consent.

17.4 Effect of Assignment. No approved subletting or assignment shall relieve Tenant of its obligation to pay all Rent and to perform all of the other obligations to be performed by Tenant hereunder. Tenant shall pay Landlord for Landlord's attorneys' fees for the review of any proposed assignment or sublease as provided herein. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

18. Rules and Regulations

Tenant and its employees, agents and visitors shall observe faithfully the Rules and Regulations as set forth in Exhibit "C" attached hereto and incorporated by this reference in full herein, and such other and further reasonable Rules and Regulations as Landlord may from time to time adopt. Landlord shall not be liable for violation of any Rules and Regulations or the breach of any provision of any lease by any other tenant or other party in the Landlord's premises.

19. Attorneys' Fees

In case of any action or proceeding brought by either Party against the other under this Lease, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs incurred.

20. Notices

20.1 All communications, notices and demands of any kind that either Party may be required or desires to give to or serve on the other Party shall be made in writing and delivered personally or sent by registered or certified mail or Federal Express (or other like overnight delivery service) to the following addresses:

To Landlord: **City of Oxnard Recreation**
 305 West Third Street, West Wing, 1st Floor
 Oxnard, CA 93030

With a copy to: Continuing Development Inc.
 350 Woodview Ave., Ste.# 100
 Morgan Hill, CA 95037
 Attn: Facilities Dept.

Tenant: Susan Dumars, President

 Continuing Development Inc.
 350 Woodview Ave., Ste.# 100
 Morgan Hill, CA 95037

Tenant: Eva Schulte, Chief Operating Officer

 Continuing Development Inc.
 350 Woodview Ave., Ste.# 100
 Morgan Hill, CA 95037

20.2 Any such notice shall be presumed to have been received on the earlier of:

20.2.1 Personal delivery to the address(es) shown above,

20.2.2 One (1) day after delivery to Federal Express or other like overnight delivery service, or

20.2.3 Forty-eight (48) hours after posting in the United States mail. Either Party may change its address by giving the other Party written notice of its new address.

21. Subordination; Attornment

21.1 Upon request of Landlord or any mortgagee or beneficiary of Landlord, Tenant shall, in a writing provided by Landlord or any mortgagee or beneficiary of Landlord, subordinate its rights hereunder to the lien of any mortgage or deed of trust or ground lease ("Mortgage"), now or hereafter in force against the land, Leased Premises and Building, and to all advances made or hereafter to be made upon the security thereof, provided that such Mortgage shall not materially impair Tenant's rights under this Lease, or impose any additional obligations upon Tenant. Tenant further agrees, upon request of Landlord or any mortgagee or beneficiary of Landlord, to provide to Landlord and/or any such mortgagee or beneficiary, financial statements of Tenant and the principal owners of Tenant within ten (10) days after request therefor.

21.2 In the event any proceedings are brought for the foreclosure of any mortgage or deed of trust encumbering the Building, or any portion thereof, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Leased Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the landlord under this Lease.

21.3 The provisions of this Section 21 to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.

22. Surrender

By entry hereunder, Tenant accepts the premises as being in good and sanitary order, condition and repair and agrees on the last day of the said Term, or sooner termination of this Lease, to surrender unto Landlord the Leased Premises with said appurtenances in the same condition as when received, reasonable use and wear excepted, and to remove all of the Tenant's personal property from the Leased Premises. Tenant shall, upon the request of Landlord, remove from the Leased Premises those trade fixtures and other improvements identified by Landlord and installed in the Leased Premises by or at the direction of Tenant, and Tenant shall repair any damage occasioned by such removal.

23. Holding Over

If Tenant, with Landlord's express written consent, remains in possession of the Leased Premises after expiration of this Lease, such possession by Tenant shall be deemed to be a tenancy from month-to-month at a Base Rent determined in accordance with Sections 3.1 and 3.2 above (with the commencement date of such tenancy constituting an Adjustment Date) and upon all provisions of this Lease applicable to such a month-to-month tenancy. If Tenant remains in possession of the Leased Premises after expiration or earlier termination of this Lease without the express written consent of Landlord, such possession by Tenant shall be deemed a tenancy at sufferance at a rental rate of three hundred percent (300%) of the rental rate in effect as of such expiration or earlier termination.

24. Estoppel Certificate

Within ten (10) days after request by Landlord (which request may be from time to time as often as reasonably required by Landlord), Tenant shall execute and deliver to Landlord a statement substantially in the form of Exhibit "D", attached hereto. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrances, of the Leased Premises or of all or any portion of the Building of which the Leased Premises are a part. Tenant's failure to deliver such statement within ten (10) days of Landlord's written request therefor shall be a binding agreement of Tenant:

24.1 That this Lease is in full force and effect without modification except as may be represented by Landlord,

24.2 That there are no uncured defaults in Landlord's performance hereunder, and

24.3 That not more than one monthly installment of Base Rent has been paid in advance.

Further, such failure to deliver such certificate (showing any exceptions to any of the statements of fact required thereby) shall be a material default under this Lease.

25. Binding on Successors and Assigns

Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the Parties, their heirs, personal representatives, and permitted successors and assigns.

26. Waivers

No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provisions. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No term, covenant or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord.

27. Entire Agreement; Amendments

There are no oral or written agreements or representations between the Parties affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, agreements and understandings, if any, between the Parties with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. All reliance by either Party with respect to representations and warranties shall be solely upon the representations and agreements contained in this Lease. No amendment or addition to this Lease shall be binding upon the Parties unless in writing, signed and delivered by the Party to be charged.

28. No Broker

Tenant represents and warrants that it has dealt with no real estate brokers, leasing agents or finders in connection with or arising out of any of the transactions contemplated by this Lease, and covenants and agrees to indemnify, defend and save Landlord harmless from any and all losses, liability, damages and expenses (including reasonable attorneys' fees and costs), that may arise from a breach of this representation and warranty.

29. Severability

If any provisions of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of the Parties that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

30. Applicable Law

The laws of the State of California shall govern the validity, performance and enforcement of this Lease. This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

31. Corporate Tenant; Partnership

In the event Tenant (or a general partner of Tenant) shall be a corporation, the persons executing this Lease on behalf of such corporation hereby covenant, represent and warrant that such corporation is a duly constituted corporation in good standing and qualified to do business in the State of California; all franchise and corporate taxes have been paid to date; all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due; and such persons are duly authorized by the governing body of such corporation to execute and deliver this Lease on behalf of the corporation. In the event Tenant is a partnership, the persons executing this Lease on behalf of Tenant hereby represent and warrant that Tenant is duly organized and validly existing and is qualified to do business in the State of California; all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and such persons are authorized to execute and deliver this Lease on behalf of the partnership.

32. Waiver of Redemption Rights

Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise. The rights given to Landlord herein are in addition to any rights that may be given to Landlord by any statute or otherwise.

33. No Reservation or Option

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease shall become effective as a lease only upon execution thereof by Landlord and Tenant.

34. Counterparts

This Lease may be executed in counterparts, each of which shall be deemed to be an original document.

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35. Captions

The captions of the paragraphs of this Lease or any Exhibits or Riders attached hereto are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first written above.

LANDLORD:**TENANT:**

CITY OF OXNARD

CONTINUING DEVELOPMENT, INC.

Tim Flynn, Mayor Date

Susan Dumars, President Date

ATTEST:

Eva Schulte, Chief Date
Operating Officer

Michelle Ascencion, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney Date

Exhibit "A"**PREMISES**

1. Rentable square footage: 7,782 square feet.
2. Area of Premises: 18,072 square feet.
3. Tenant's Percentage of Building: 43.1%.
4. Use of Premises: C.D.I. Area, Kitchen, and Common Area.
5. Normal Business Hours: (Monday through Friday) 7 AM until 6 PM.
6. Floor Plan attached.

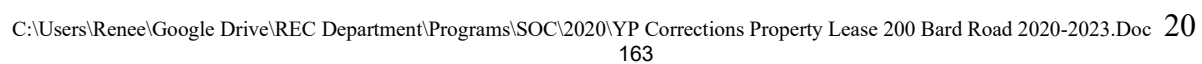


Exhibit "B"**ANTI-DISCRIMINATION AND EQUAL OPPORTUNITY**

Tenant, for itself, its successors and assigns and all persons claiming under or through it, covenants that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Leased Premises, nor shall Tenant or any person claiming under or through it, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, licensees, employees or vendees in the Leased Premises or the improvements thereon. The foregoing covenants shall run with the land.

Tenant, for itself, its successors and assigns and all persons claiming under or through it, covenants that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the construction of any improvements on the Leased Premises.

The Tenant shall refrain from restricting the rental or lease of the Leased Premises on the basis of race, color, creed, religion, sex, marital status, ancestry or national origin of any person. All leases, deeds or contracts which Tenant proposes to enter into with respect to the lease, sublease, transfer, use, occupancy, tenure or enjoyment of any land in the Leased Premises shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses which shall be binding on all contracting parties or transferees:

(a) In leases:

"The tenant herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, sub-leasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall the tenant himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein leased."

(b) In contracts:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall any party to this contract, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land."

Exhibit "C"

Rules and Regulations

RULES AND REGULATIONS

THESE RULES AND REGULATIONS are published by the CITY OF OXNARD ("Landlord") for the Continuing Development, Inc. ("CDI") for the purpose of regulating the deportment of the occupants and the use of the CDI necessary or convenient for the property operation, maintenance and care of the CDI. The term "CDI" shall include all present and future buildings or structures and the parking lots, ramps, platforms and docks and other areas and improvements included within the CDI. The term "Tenants" shall refer to the tenants or other occupants of the CDI. The term "Premises" shall refer to that portion of the CDI rented to Tenants.

Landlord reserves the right at any time to rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in the Landlord's judgment may from time to time be necessary for the safety, care and cleanliness of the CDI, and for the preservation or order therein. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular Tenant or Tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other Tenant or Tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulation against any or all of the Tenants. These Rules and Regulations are in addition to and shall not be construed to in any way modify, alter or amend, in whole or in part, the covenants, agreements, terms and conditions of any Lease affecting the CDI or any portion thereof.

1. All areas of the CDI other than those under lease to Tenants, including public halls, shall be under the sole and absolute control of Landlord, its agents or employees who shall have the exclusive right to regulate and control these areas. The sidewalks, halls, passages, exits, entrances, of the CDI shall not be obstructed by any of the Tenants, or used by them for any purpose other than for ingress to and egress from any Premises. Landlord and/or its agents or employees reserve the right to exclude or expel from the CDI any person who, in the judgment of the Landlord and/or its agents or employees is intoxicated or under the influence of liquor or drugs, or who shall in any manner act in violation of any of the Rules and Regulations of the CDI. Tenants and other persons may not go upon the roof of the structures of the CDI.

2. Landlord, its agents or employees reserve the right to exclude from the main building of the CDI persons who do not present a pass or other identification acceptable to Landlord and/or its agents or employees. If passes are required, Landlord will furnish passes to persons for whom any Tenant requests a pass. Each Tenant shall be responsible for all persons for whom it requests passes or requests admission to the main building of the CDI, and Tenant shall be liable to Landlord for all acts of such persons.

Landlord shall not be liable for damages for any error with regard to the admission or exclusion from the CDI of any person. In the case of invasion, mob, riot, public excitement, or other circumstances rendering such action advisable in Landlord's (and/or its agents or employee) sole and absolute discretion, Landlord and/or its agents or employees reserve the right to prevent access to the OTC during the continuance thereof of such actions as Landlord and/or its agents or employees may deem appropriate, including closing and locking doors.

3. Landlord retains absolute control over the exterior appearance of the CDI and the exterior appearance of any Premises as viewed from the exterior of the Premises or the CDI, public halls or passageways, and Tenants shall not, without Landlord's prior written consent, install or permit to be installed any lighting, paintings, drapes, blinds, shades, signs, lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of the CDI, public halls or passageways. If any Tenant obtains permission and installs any of the above items, such Tenant shall not make any charges, alterations or modifications to said installed items without prior written consent of Landlord, and such Tenant shall maintain such items at its expense in a neat and orderly manner at all times.

4. The directory of the CDI will be provided for the display of the name and location of Tenant and its principal officers and Landlord may exclude any other names from the directory.

5. In the event any Tenant fails to keep and perform any of the terms and conditions hereof, notwithstanding any provision to the contrary in the Lease, immediately upon written notice of default from Landlord, Landlord may restore any Premises or CDI to its original condition, and such Tenant shall reimburse Landlord upon demand for such cost of restoration. Landlord may demand that such Tenant immediately restore the Premises or CDI to its original condition. Such a default shall constitute a default under such Tenant's lease and Landlord may resort to any and all legal remedies which Landlord may desire to assert.

6. When any electric wiring is introduced into the structures of the CDI, it must be connected as directed by the Landlord and/or its agents and employees, and no boring or cutting of wires will be allowed without the consent of the Landlord. The location of telephones and/or telephone control stations, telegraph instruments, computer and/or word processing equipment, telegraph instruments, electric appliances, call boxes, and similar instruments shall be prescribed by the Landlord, its agents or employees. No apparatus of any kind, other than normal small office machines and equipment, shall be connected to the electrical system of the CDI without the written consent of Landlord.

7. Tenants shall not mark, paint, drill into any part of the Premises or the CDI without the prior written consent of Landlord. Tenants shall not string wires or

use extension cords without the prior written consent of Landlord.

8. Tenants shall not do anything in the CDI, or bring or keep anything therein or thereon, which will in any way increase or tend to increase the risk of fire, or which shall conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy on the CDI or any part thereof, or with any rules or ordinances established by any other governmental agency.

9. Tenant shall be responsible for protecting any property located on or about the Premises.

10. Landlord shall prescribe the weight, size and position of all safes, libraries, etc., used in the CDI. Any heavy load must be checked by Landlord's structural engineer at Tenant cost. Extreme conditions may require redistribution or added structural reinforcing. All damage done to the CDI by installing, removing or maintaining such heavy load shall be repaired at the expense of the Tenant in whose Premises such heavy load is located. Articles of unusual size or weight are not permitted in the CDI. Tenants shall not use any machinery which may cause any objectionable noise or tremor to the floors or walls or which by its weight might injure the floors of the CDI.

11. Tenants shall not conduct any auction in CDI, shall not store goods, wares or merchandise on their Premises except for Tenant's own personal use, and shall not manufacture any item on their Premises.

12. All freight, miscellaneous large deliveries and furniture must be moved into, within, and out of the CDI under the supervision of Landlord's agents and/or employees and according to such regulations as may be posted in the office of the CDI, but the Landlord will not be responsible for the loss or damage of such freight, etc., from any cause.

13. The requirements of any Tenants will be attended to only upon application to the Manager of the CDI, duly appointed to that position by Landlord. Employees and/or agents of Landlord shall not perform any work, nor do anything beyond their regular duties unless under special instruction from the Manager of the CDI, and employees and/or agents of Landlord will not be obligated to admit any person (Tenants or otherwise) to any office/establishment, etc., without specific instructions from the Manager of the CDI.

14. All keys shall be obtained from the Manager of the CDI and all keys pertaining to any Premise shall be returned to the Manager of the CDI upon termination of the lease affecting such Premises. The Tenants shall not duplicate any keys or permit any-keys to be duplicated. The Tenants shall not change the locks, or install other locks on the doors without prior written consent of the Manager of the CDI.

15. Before any Tenant and its employees leave its Premises, they shall see that

the doors of the Premises to common hallways of the CDI are closed and securely locked and shall observe strict care and caution that all water faucets, water apparatus, typewriters, copy machines, etc., and utilities are shut off so as to prevent waste or damage; and for any default or carelessness, such Tenant shall compensate the other Tenants and Landlords for all damage sustained by tem.

16. Tenants shall give prompt notice to the Manager of the CDI of any accident to, or defects in, the CDI, including the plumbing, water pipes, electric wire or heating apparatus, burned out light bulbs or tubes so that the same may be attended to promptly.

17. Tenants shall not use any method of heating or air conditioning other than that supplied by Landlord unless approved by Landlord in writing.

18. Tenants shall not install any radio or television antenna, loudspeaker, air conditioner or other devices on the roof or exterior walls of the CDI.

19. No vending or coin-operated machines shall be placed or maintained by any Tenant within its Premises or the common areas of the CDI without the prior written consent of Landlord.

20. Tenants shall cooperate with Landlord in obtaining maximum effectiveness of the cooling system by closing drapes and other window coverings when the sun's rays fall on the windows of the Premises. Tenants shall not obstruct, alter or in any way impair the efficient operation of Landlord's heating, ventilating, air conditioning, electrical, fire safety, or lighting system. Tenants shall not tamper with or change the setting of any thermostats or temperature control valves.

21. Canvassing, soliciting and peddling in the CDI are prohibited without the written consent of the Landlord, and each Tenant shall cooperate to prevent such activity by informing such canvassers, solicitors or peddlers that such activity is not permitted at the CDI.

22. Hand trucks not equipped with rubber tires and side guards shall not be used in any space, or in the public halls of the OTC, either by any Tenant or others. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the Premises.

23. The toilets, wash basins and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweeping, rubbish, rags or other substances shall be thrown therein. All damage resulting from any misuse of fixtures shall be borne by the Tenant who, or whose employees, agents, invitees or visitors, shall have caused the same.

24. Tenant shall not engage in or permit any advertising or public relations which, in Landlord's opinion, tends to impair the reputation or the desirability of the CDI or suggest that Tenant is anything other than a Tenant in the CDI.

25. Tenants shall not use or keep in or about the CDI any kerosene, gasoline or inflammable or combustible fluid or material. Tenant shall not use, keep, or permit or suffer the CDI to be occupied or used in a manner offensive or objectionable to Landlord, its agents or employees by reason of noise, odors, and/or vibrations, or interfere in any way with other Tenants or those having business in the CDI. No portion of the CDI shall be used for lodging or sleeping or for any immoral or illegal purpose.

26. Tenant agrees, at Tenant's sole expense, to maintain the Leased Premises in neat and clean order and in condition free from debris and accumulation of waste and fire hazards. Tenant agrees, on the last day of the Lease term or on early termination of this Lease, to surrender to the Landlord the Leased Premises in the same condition as received, less reasonable use and wear.

27. Tenant conducts its business in such manner as to create any nuisance, or interfere with, annoy or disturb other tenants.

28. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor places in halls, corridors without the prior consent of the Landlord.

29. Tenant shall not permit the operation of any musical or sound producing instrument or device which may be heard outside Leased Premises.

30. Tenant shall not block or obstruct any of the entries, passages, doors, or hallways of building or parking facilities. Deliveries and shipping good and merchandise in or out of the property must be made only through the sidewalk.

Exhibit "D"**SAMPLE ESTOPPEL CERTIFICATE**

RE: lease dated _____ by and between City of Oxnard "Landlord" and
 _____ "Tenant" for the premises located at _____.

1. The term of the Lease commenced on _____.
2. The term of the Lease shall expire on _____.
3. The Lease has: (Initial one)
 () () has not been amended, modified, supplemented, extended, renewed or assigned.
4. That the basic monthly rental now in full force and effect is \$ _____.
5. That the amount of security deposit (if any) is: \$ _____.
6. That the building improvements and specific requirements to be fulfilled by Landlord according to the aforesaid Lease have been satisfactorily completed in all respects.
7. That the Landlord has fulfilled all of its duties of an inducement nature and is not in default in any manner in the performance of any of the terms, covenants or provisions of said Lease.
8. Tenant has no right to any concessions (rental or otherwise) or similar compensation in connection with renting the Premises it occupies, except as provided in the Lease.
9. Except as may be specifically set forth in the Lease, Tenant does not have any right to renew or extend the term of the Lease nor any option or preferential right to purchase all or any part of the Leased Premises or all or any part of the building and Premises of which the leased Premises are a part, nor any right, title or interest with respect to the leased Premises other than as Tenant under the Lease.
10. Tenant understands that _____ may purchase or acquire (or lend Money pursuant to a Promissory Note and Deed of Trust secured by) the Premises known as _____ and that if it does so, its action will be in material reliance upon this Certificate.

The undersigned Tenant and Landlord hereby certify that the above information is true and correct and that _____ may rely upon said information.

Tenant:

Landlord:

by _____

by _____

date _____

date _____

ADDENDUM

LEASE OPTION

This Addendum to Lease (“Addendum”), is attached to and made a part of and hereby dated concurrently with that certain Lease (“Lease”) dated July 1, 2020, by and between the City of Oxnard (“Landlord”) and Continuing Development, Incorporated (“Tenant”). All capitalized terms used herein shall have the same meanings given to them in the Lease to which this Addendum is attached. In the event of a conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

Landlord and Tenant Hereby agree as follows:

1. Term

1.1 Term. Tenant shall have an option (the “Option”) to extend the Term of this Lease for one additional term of a 3 year period at the then prevailing market rate as the new “Base Rent” consistent with paragraph 3 below. The renewal term shall be at the rental set forth and otherwise upon the same covenants, conditions and provisions as provided in this Lease. Tenant shall give Landlord at least one hundred twenty (120) days notice in writing of the intent to exercise the Option extension before the original Term of this Lease expires.

1.2 Effect of Default on Option.

1.2.1 Notwithstanding any provision in the foregoing grant of the Option to the contrary, Tenant shall have no right to exercise the Option under the following circumstances:

1.2.1.1 During the time commencing from the date Landlord gives to Tenant a notice of default pursuant to paragraph 14.1.1 or 14.1.3 and continuing until the default alleged in said notice of default is cured, or

1.2.1.2 During the period of time commencing on the day after a monetary obligation to Landlord is due from Tenant and unpaid (without any necessity for notice thereof to Tenant) and continuing until the obligation is paid, or

1.2.1.3 At any time after an event of default described in paragraphs 14.1.2 or 14.1.4 (without any necessity of Landlord to give notice of such default to Tenant), or

1.2.1.4 In the event that Landlord has given to Tenant three or more notices of default under paragraph 14.1.1, where a late charge has become payable under paragraph 3.4 for each of such defaults, or paragraph 14.1.3, whether or not the defaults are cured, during the 12 month period prior to the time that Tenant intends to exercise the Option.

1.2.2 The period of time within which the Option may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise the Option because of the provisions of paragraph 2.2.1.

1.2.3 All rights of Tenant under the provisions of the Option shall terminate and be of no further force or effect, notwithstanding Tenant's due and timely exercise of the Option, if after such exercise and during the term of this Lease,

1.2.3.1 Tenant fails to pay to Landlord a monetary obligation of Tenant for a period of 30 days after such obligation becomes due (without any necessity of Landlord to give notice thereof to Tenant), or

1.2.3.2 Tenant fails to commence to cure a default specified in paragraph 14.1.3 within 30 days after the date that Landlord gives notice to Tenant of such default and/or Tenant fails thereafter to diligently prosecute said cure to completion, or

1.2.3.3 Tenant commits a default described in paragraph 14.1.2 or 14.1.4 (without any necessity of Landlord to give notice of such default to Tenant), or

1.2.3.4 Landlord gives to Tenant three or more notices of default under paragraph 14.1.1, where a late charge becomes payable under paragraph 3.4 for each such default, or paragraph 14.1.3, whether or not the defaults are cured.

2. Rent

2.1 Base Rent. Following Tenant's exercise of the Option to extend the Term of this Lease as provided in Section 1 above, the Base Rent shall be adjusted, effective upon the commencement of the Option period, to equal the then prevailing market rental rate, as such prevailing market rental rate is mutually agreed upon by Landlord and Tenant. In the event Landlord and Tenant are unable to agree upon the then prevailing market rental rate for the Leased Premises on or before ninety (90) days preceding the commencement of the Option period, then the prevailing market rental rate for the Lease Premises shall be determined in accordance with Sections 1-3 of the Addendum to Lease of even date herewith attached hereto and incorporated herein by this reference (the "Addendum"). If the Option period commences prior to such determination of the prevailing market rental rate, Tenant shall continue to pay the Base Rent in effect just prior to the commencement of the Option period, and any excess rent payable for such interim period by reason of such determination shall be paid by Tenant within fifteen (15) days. In no event shall the Base Rent payable by Tenant during any Option period as determined herein be less than the Base Rent payable by Tenant during the last year of the initial Term immediately preceding the commencement of such Option period.

2.2 Annual Adjustment of Base Rent. If the Option is exercised by Tenant, the new Base Rent will be determined pursuant to paragraph 2 above. The Base Rent for the second year of the Option period shall be increased by the annual amount base rent at two and half percent (2.5%).

3. In accordance with the above terms, upon Tenant's exercise the Option to extend the Term of the Lease, the Base Rent payable during the subsequent Option term is to be equal to the then prevailing market rental rate of the Leased Premises as mutually agreed upon by Landlord and Tenant. In the event Landlord and Tenant are unable to agree as to the then prevailing market rental rate of the Leased Premises on or before ninety (90) days prior to the commencement of the Option applicable period, the prevailing market rental rate shall be determined as follows:

- (i) On or before sixty (60) days prior to commencement of the Option period, Landlord and Tenant shall each appoint an appraiser and give written notice of the name and address of such appraiser to the other party to this Lease. The two appraisers thus appointed shall, within fifteen (15) days after appointment of the last of the two appraisers to be appointed appoint a third appraiser and serve written notice of the name and address of such appraiser on Landlord and Tenant in the manner prescribed by this Lease for service of notice on Landlord and Tenant.
- (ii) All appraisers appointed under this Section shall be, at the time of their appointment, MAI certified appraisers or members in good standing of the American Institute of Real Estate Appraisers.
- (iii) Within fifteen (15) days after the appointment of the third appraiser, the three appraisers shall confer and each shall submit in writing to Landlord and Tenant his honest appraisal of the prevailing market rental rate, as described in this Section, of the Leased Premises. The term "prevailing market rental rate," as used in this Section, means the rent a willing tenant would pay to a willing owner for said Leased Premises for the use specified in the Lease on the terms then reasonably available for substantially similar property in the vicinity of the Leased Premises.
- (iv) The appraised rental rate agreed on in writing by any two of the three appointed appraisers shall be conclusive and binding on the parties to this Lease, and shall establish the full market rental rate of said Leased Premises for the Option period for purposes of this Section and Section 3.1 of the Lease. Should no two of the three appraisers be able to agree on the full market rental rate of said Leased Premises, both the highest appraisal and the lowest appraisal submitted by any of the three appraisers shall be disregarded and the remaining appraisal shall be binding and conclusive on the parties to this Lease and shall establish the full market rental rate of the Leased Premises for the Option period for purposes of this Section and Section 3.1 of the Lease.
- (v) Should either party fail to appoint an appraiser as required by this Section within five (5) days after service on him of written demand to do so, the appraiser appointed by the other party shall act for both Landlord and Tenant. The decision in writing of such appraiser shall, in such event, be binding on

both Landlord and Tenant and establish the prevailing market rental rate of the Leased Premises for the Option period for purposes of this Section and Section 3.1 of the Lease.

(vi) Landlord and Tenant shall each pay the fee and all expenses incurred by the appraiser appointed by each of them and one-half of all expenses and the fee incurred by the third appraiser appointed pursuant to subparagraph (i) of this Section.

(vii) Notwithstanding anything herein to the contrary, in no event shall the Base Rent for the Leased Premises payable during any Option period as determined herein be less than the amount of Base Rent payable during the lease year immediately preceding the commencement of such Option period.

4. The Option period rental determined pursuant to Section 1 above shall be subject to annual adjustment pursuant to Section 3.2 of the Lease in the same manner as Base Rent due during the initial Lease Term.

5. Except as otherwise expressly provided in this Addendum, all terms and conditions of this Lease shall apply to each Option period.

LANDLORD:

TENANT:

CITY OF OXNARD

CONTINUING DEVELOPMENT, INC.

Tim Flynn, Mayor Date

Susan Dumars, President Date

ATTEST:

Eva Schulte, Chief Date
Operating Officer

Michelle Ascencion, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney Date



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.9

DATE: June 2, 2020

TO: City Council

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

SUBJECT: Public Safety Property Tax Assessment FY 2020-21.

RECOMMENDATION

That the City Council adopts a resolution establishing the FY 2020-21 tax rates on property in the City of Oxnard for the payment of voter-approved obligations related to public safety personnel pension expenses.

BACKGROUND

A special municipal election held on October 23, 1951 authorized the City to enroll its Fire and Police Safety employees in the California State Employees' Retirement System (later renamed the Public Employees' Retirement System (PERS)), and obligated the City to pay the annual costs of participation in the retirement system. Each year, the City Council adopts a resolution establishing the annual tax rate on property in the City of Oxnard for the payment of voter-approved obligations, which is exempt from the one percent (1%) tax limitation established by Proposition 13. This tax is sometimes referred to as the "Carman Override" based upon the California Supreme Court case Carman v. Alvord in which the court ruled that voter approved pension costs constituted debt that could be supported by a tax levy in excess of the 1% maximum allowed by Proposition 13.

Only 24 out of 482 cities in California have access to this property tax override. The City has two taxing districts, District I and District IV. District IV consists of property that in December 1969 was annexed to the City, but not into District I. The City's tax rate for the voter-approved obligations only applies to District I. All future annexations into the City now also require annexation into District I, such that the annexed area would be liable for voter-approved indebtedness to the City.

A 2002 court case in the City of Huntington Beach limited costs covered by the tax to the pension benefits in effect when Proposition 13 became effective - July 1, 1978. Costs for increased benefits granted after July 1, 1978 are excluded from the tax calculation.

The City has engaged Bartel & Associates, LLC, to complete an actuarial analysis and estimate the eligible PERS costs for fiscal year 2020-21. The eligible PERS costs related to Police and Fire employees' salaries that can be paid from the proceeds of the Public Safety Tax assessment for FY 2020-21 are estimated at \$16,815,537. Total public safety retirement costs for FY 2020-21 are estimated at \$23,752,459.

The estimated surplus fund balance for the Public Safety Retirement Fund (Fund 119) at June 30, 2020 is \$1,340,933, which will be credited against the required revenue in FY 2020-21 to produce a lower net tax rate, calculated as follows:

Beginning fund balance (Fund 119) at July 1, 2019

\$ 1,910,464

Plus: estimated revenue received through June 30, 2020	13,925,307
Less: estimated expenditures for FY 2019-20	<u>(14,494,838)</u>
Total estimated ending fund balance at June 30, 2020	\$ 1,340,933

Forecasted eligible public safety expenditures for FY 2020-21	\$16,815,537
Less: estimated fund balance at June 30, 2020	<u>(1,340,933)</u>
Total assessment for FY 2020-21	\$15,474,604

Based upon projected taxable assessed value (AV) for FY 2020-21 of \$21,898,018,372, the total tax rate to generate \$15,474,604 to contribute toward eligible Police and Fire retirement costs is \$0.070667 per \$100 of AV. As an example, for every \$100,000 in assessed value, a property owner will pay \$70.67 compared to \$60.18 in FY 2019-20. (The maximum tax rate for the Public Safety Tax is \$0.076637 per \$100 of AV.) This assessment is an increase from FY 2019-20 of \$0.01049, or approximately \$10.49 per \$100,000 of AV.

The proposed budget for FY 2020-21 includes approximately 123 fire positions and 244 police positions covered under the voter approved authorization.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total estimated retirement cost for FY 2020-21 for 367 public safety employees is \$23.8 million, of which \$16.8 million is the amount eligible to be levied through the Public Safety Tax assessment. After accounting for the estimated \$1.3 million surplus fund balance at the end of June, 2020 for the Public Safety Retirement Fund, the net amount assessed or levied for FY 2020-21 is \$15.5 million, or a tax rate of \$0.070667 per \$100 of AV. The remaining public safety retirement cost of \$7 million is budgeted in other operating funds for FY 2020-21, primarily the General Fund.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Donna Ventura, Assistant Chief Financial Officer

ATTACHMENTS

1. Resolution Property Tax Rate (FY 2020-21)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ESTABLISHING THE FISCAL YEAR 2020-21 PROPERTY TAX RATE
FOR VOTER APPROVED OBLIGATIONS

WHEREAS, Section 2237.2 of the Revenue and Taxation Code requires that within 90 days of the end of the fiscal year, the City report to the County Controller the tax rate and total revenues expected to be generated in the current fiscal year for voter approved obligations; and

WHEREAS, the City's adopted budget for the Fiscal Year 2020-21 appropriates monies required to pay voter approved obligations of the City; and

WHEREAS, the total assessed valuation for Fiscal Year 2020-21 was estimated based on Ventura County Auditor-Controller provided assessed valuation of City tax districts for tax rate purposes.

NOW, THEREFORE, the City Council of the City of Oxnard hereby determines and resolves that the following amounts of revenue from property taxes are required for the current fiscal year to pay the City's obligation for public safety retirement expenditures:

Total Property Taxes from Required FY 2020-21 Tax Rates on Projected Secured and Unsecured Assessed Values	<u>\$15,474,604</u>
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The City Council of the City of Oxnard further resolves that for the purpose of raising such revenue the rates of taxation for the different portions of the City are hereby fixed and taxes are hereby levied on the taxable property in the City for the fiscal year beginning July 1, 2020, in the number of dollars upon each one hundred dollars of the assessed value of the property as assessed by the County Assessor and equalized by the Board of Equalization of the County of Ventura as set forth in the following table. The taxes levied upon property in each portion of the City hereinafter described and designated by a tax district number is at the rate set in the column headed by the tax district number which is prefixed to the description of such portion of the City as hereinafter stated.

TAX DISTRICT I

All territory included within the boundaries of the City, as originally incorporated, and all territory annexed to the City by action of the City Council by annexation proceedings, excepting there-from Annexation No. 69-9.

TAX DISTRICT IV

All territory annexed to the City by action of the City Council as described in Ordinance No. 1255, adopted November 12, 1969, to become effective December 12, 1969, known and referred to Annexation No. 69-9 (Rancho La Ribera).

Resolution No.

Page 2

	DISTRICT I	DISTRICT IV
Public Safety Retirement Fund		
Tax Rate Required (Per \$100 Assessed Value)	0.070667	-0-
Total Tax District Tax Rates		
(Per \$100 Assessed Value)	0.070667	-0-

The City Council of the City of Oxnard further resolves that the foregoing tax rate is determined to be necessary to provide revenues required for the stated purpose during the period specified; that the City Council does hereby levy this sum on the property in such tax districts for Fiscal Year 2020-21; that in accordance with Government Code Section 36936.1, the City Clerk is instructed to cause this resolution to be published one time in the newspaper within 15 days after adoption; and that the City Clerk is instructed to transmit immediately to the County Auditor a certified copy of this resolution.

PASSED AND ADOPTED this _____ day of June, 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 COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.10

DATE: June 2, 2020

TO: City Council

FROM: Kevin Riper, Chief Financial Officer, (805) 385-7475, kevin.riper@oxnard.org
 Keith Brooks, Chief Information Officer, (805) 385-7597, keith.brooks@oxnard.org
 Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org

SUBJECT: Agreement with BerryDunn for Enterprise Resource Planning (ERP) System Implementation Support and Organizational Change Management Consulting Services.

RECOMMENDATION

That the City Council award and authorize the Mayor to execute Agreement No. A-8222 with BerryDunn for consulting services in connection with the implementation of the Tyler ERP system in an amount not to exceed \$687,000 over a three-year term, with optional renewals for two additional years thereafter.

BACKGROUND

On October 1, 2019 the City Council approved the purchase of a new ERP system from Tyler Technologies. The total estimated cost of this project is \$14,893,817, consisting of the Tyler contract of \$9,117,985 (including contingency) and additional implementation costs of \$5,775,832. Included in the additional implementation costs were estimated professional fees of \$225,000 for business process design and organizational change management consulting services, as well as an overall contingency of \$525,075 (see attached schedule for further detail of additional implementation costs, as estimated in September 2019).

On January 13, 2020 the Purchasing Division of the Finance Department issued a Request for Proposals (RFP) for ERP Organizational Change Management, Project Planning and Implementation Support Services. The Purchasing Division posted the RFP on the City's public purchasing platform. A total of five bids were received in response to the RFP from the following firms:

- Archer Street LLC
- Berry Dunn McNeil & Parker, LLC (BerryDunn)
- Panorama Government Solutions, LLC
- Plante & Moran PLLC (PlanteMoran)
- Sciens, LLC

An evaluation team, consisting of the CIO, CFO, Human Resources Director, Assistant CFO and Information Technology Manager -- Enterprise Applications, was formed to review the five proposals using the following criteria and weighting:

- Responsiveness to RFP – 15%
- Company profile – 15%
- Experience/ability – 40%
- Cost – 30%

Evaluation team members all signed the Purchasing Code of Conduct; attended the Purchasing Division's evaluation kickoff meeting; reviewed the proposals; and provided initial scoring based on the written proposals. Based on the preliminary scoring, two firms were eliminated from consideration and three firms were invited to be interviewed by the evaluation team – BerryDunn, PlanteMoran and Sciens. The evaluation team then interviewed all three firms via teleconference; however, the Human Resources Director was unable to attend these interviews so he did not participate in the final scoring.

Combined scoring for the final three firms was as follows:

BerryDunn - 90 points, including maximum points for lowest cost

PlanteMoran - 88 points

Sciens - 83 points

Based on the final scoring tally, the evaluation team recommended awarding the contract to BerryDunn.

The scope of work for this contract includes project assessment and planning, project implementation support and organizational change management. The BerryDunn team will partner with Tyler and the City's internal project manager (now under recruitment for the third time) and project team to provide program oversight, make strategic and tactical recommendations regarding business process changes and system configuration choices, and leverage their expertise and tools to help the City effectively manage the enormous undertaking of this new ERP implementation. Further detail on the scope of work can be found in Berry Dunn's RFP response attached hereto.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The consulting services agreement with Berry Dunn is a time and materials contract, with a not-to-exceed amount of \$687,000. The total cost will be funded through the existing project budget, utilizing the \$225,000 consulting estimate and up to \$462,000 of the \$525,075 contingency for the entire project.

No one on the evaluation team is pleased with having to commit a significant portion of the project contingency to a consulting contract even before the project formally kicks off. But, the City Manager's Office, the Finance Department, the Human Resources Department, and the Information Technology Department have reluctantly reached the conclusion that tackling a full scale implementation of Tyler's Munis and EnerGov ERP software suite is going to require a breadth and depth of familiarity with ERP implementations generally, and Tyler's software specifically, that simply does not reside with existing City staff, starting with the five members of the evaluation team itself, and spreading throughout the larger City organization.

BerryDunn (and, for that matter, the other two finalist firms) does possess that breadth and depth of ERP implementation experience, having helped dozens of cities successfully transition to Munis and/or EnerGov software.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Donna Ventura, Assistant Chief Financial Officer

ATTACHMENTS

1. IT20-34 ERP Organizational Change Management Project Planning and Implementation Support 2 - Berry Dunn
2. Additional ERP Implementation and Consulting Expenses (as of Sep 2019)
3. BerryDunnProposal_ERP OCM_PM_final

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For

ERP Organizational Change Management Project Planning and Implementation Support

- Pg.1-2 - Cover Page
- Pg.3-9- Terms and Conditions
- Pg.11- Signature Page
- Scope of Service Exhibit
- Rates and Costs Exhibit
- Insurance Exhibit
- Berry Dunn Request For Proposal Response

AGREEMENT FOR PROFESSIONAL SERVICES

COVER PAGE

- (1) Agreement Start Date: June 3, 2020.
- (2) Consultant: Berry Dunn
- (3) Services: ERP Organizational Change Management, Project Management and Implementation Support
- (4) Schedule of Services: The period of performance anticipated for this agreement shall be for three (3) years, with automatic annual renewals for two additional years thereafter.
- (5) Agreement Ending Date: June 3, 2023.
- (6) Total Agreement Amount: \$205 per hour, Not to Exceed \$687,000.00
- (7) City's Project Manager: Keith Brooks
- (8) Consultant's Project Manager: Michele Dotson
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

100 Middle Street, Portland, ME 04101

FOR CITY:

300 W Third St. Oxnard, CA 93030

- (11) Contact Emails:
CONSULTANT'S PROJECT
Mdotson@berrydunn.com

CITY'S PROJECT MANAGER:
MANAGER:

Keith.Brooks@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☐ Scope of Services Exhibit
- ☐ Rates and Costs Exhibit
- ☐ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

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

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

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

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

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in “(7) City’s Project Manager” on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in “(8) Consultant’s Project Manager” on the Cover Page as the person responsible for the Services who shall coordinate with City’s Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant’s staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors’ labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant’s employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City’s Project Manager, in the process of providing the Services or any portion thereof, the City’s Project Manager may notify the Consultant’s Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City’s Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City’s Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City’s Project Manager’s written approval before work commenced, as determined by the City’s Project Manager in his or her sole discretion.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys’ fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, “Claims”), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant’s obligation to defend is a separate and distinct obligation from Consultant’s duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant’s obligation to defend is a separate and distinct obligation from Consultant’s duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant’s work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant’s indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in “(9) Insurance Coverage” on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City’s Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City’s Risk Manager evidence of insurance coverage as specified in “(9) Insurance Coverage” on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant’s failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement (“Documents and Materials”) shall be the City’s property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered “works made for hire,” and all Documents and Materials and any and all intellectual

property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity,

gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

27. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

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 to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

City Of Oxnard

Vendor: Berry Dunn

Name, Title Date

☐ Tim Flynn, Mayor

Date

☐ Alexander Nguyen, City Manager

Date

☐ Dan Willhite, Purchasing Manager

Date

☐ Jose Chavez, Purchasing Agent

Date

ATTEST:

Michelle Ascension, City
Clerk (only if Mayor signs)

Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Date

SCOPE OF SERVICES EXHIBIT

- Please refer to Berry Dunn response to the RFP for a detailed description of the scope of services attached in **Tab D** of **Berry Dunn Request for Proposal Response**.
- Berry Dunn's entire RFP response is hereby incorporated into this Agreement.

RATES AND COSTS EXHIBIT

Cost proposal must be all-inclusive and include the following administration, travel, training and related costs.

Services:

Per Hour Charge to Provide Both Services

(section 6.2 Project Management & section 6.5 Organizational Change Management)

\$ 205 / per hour

Travel Expenses:

Actual and direct travel expenses will be invoiced as-incurred. Travel expenses are Not to exceed \$72,000 for the duration of this agreement.

INSURANCE EXHIBIT

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard

Insurance Compliance
Reference No.
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (this must be endorsed). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed. Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE						ISSUE DATE (MM/DD/YY)
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE				
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE				
		COMPANY LETTER B				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$	
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000	

Rev. 4/20

INS-A.doc

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In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
- a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: () _____ Date Signed: _____

INS-A.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE ENDORSEMENT NO. ISSUE DATE (MM/DD/YY)	
PRODUCER Telephone: 		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to . coverage. ☐ Per Occurrence ☐ Per Claim (which) APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS 	
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.			

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
- a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: () Date Signed _____

Berry Dunn Request for Proposal Response

Additional ERP Implementation and Consulting Expenses						
	FY 19-20 Cost	FY 20-21 Cost	FY 21-22 Cost	FY 22-23 Cost	FY 23-24 Cost	Total Cost
PCs to support new ERP						
New PCs for 14.5 FTE	\$ 14,400	-	-	-	-	\$ 14,400
PCs & Monitors to run BlueBeam	115,200	-	-	-	-	115,200
Business Process Design & Change Management Consulting	33,752	47,812	47,812	47,812	47,812	225,000
Permanent Positions (2% annual increase)						
IT - GIS Programmer Analyst, 1FTE	-	126,000	128,520	131,090	133,712	519,323
IT - Project Manager (internal) - System Analyst III , 1 FTE	94,500	126,000	128,520	131,090	133,712	613,823
IT - System Administrator/Conversion Specialist - Programmer Analyst, 1 FTE	42,000	126,000	128,520	131,090	133,712	561,323
IT - Internal Training Specialist(s)/Change Manager - CNE III, 1 FTE	-	126,000	128,520	131,090	133,712	519,323
IT - Web Programmer - Programmer Analyst, 1FTE	-	126,000	128,520	131,090	133,712	519,323
IT - Computer Network Engineer III, 1 FTE	-	126,000	128,520	131,090	133,712	519,323
Temporary Positions - Limited term (2% annual increase)						
Accounting (including Cap Proj, Fixed Assets), 1 FTE	25,000	50,000	51,000	52,020	-	178,020
Purchasing, .5 FTE	-	51,000	52,020	4,335	-	107,355
General Billing/AR, .5 FTE	-	51,000	52,020	4,335	-	107,355
Payroll & Timekeeping, 1 FTE	50,000	66,667	-	-	-	116,667
Human Resources, 1 FTE	-	91,667	93,500	-	-	185,167
Permitting/Licensing/Inspections, .5 FTE	-	20,833	46,750	-	-	67,583
Code Enforcement, .5 FTE	-	20,833	46,750	-	-	67,583
Utility Billing 1, 1 FTE	-	25,000	102,000	43,350	-	170,350
Utility Billing 2, .5 FTE	-	12,500	51,000	21,675	-	85,175
Public Works, 1 FTE	-	41,667	102,000	52,020	-	195,687
Other Departments Tracking Assets (FTEs for each Dept), .5 FTE	-	20,833	51,000	26,010	-	97,843
IT - GIS, .5 FTE	-	20,833	51,000	39,015	-	110,848
Additional Hardware/Software Licensing Costs (5% annual increase)						
BlueBeam and Microsoft Office	23,552	4,239	4,451	4,674	4,908	41,824
GIS SQL DB Server Private Cloud	-	2,893	3,038	3,190	3,349	12,469
ArcGIS Server Private Cloud	-	7,581	7,960	8,358	8,776	32,675
Portal GIS Web App Server Private Cloud	-	2,614	2,745	2,882	3,026	11,267
Cash Drawer, scanner, printer, touchscreen (3 sets)	13,536	2,436	2,558	2,686	2,821	24,038
VPN Device (printer)	4,000	720	756	794	833	7,103
Training computers	15,000	-	-	-	-	15,000
Projector, screen and speakers	3,000	-	-	-	-	3,000
Wireless Access Point dedicated for mobile lab	2,200	-	-	-	-	2,200
Cash Drawer, scanner, printer, touchscreen (1 set for training)	4,512	-	-	-	-	4,512
Contingency		131,269	131,269	131,269	131,269	525,075
Grand Total	\$ 440,652	\$ 1,428,398	\$ 1,670,749	\$ 1,230,967	\$ 1,005,067	\$ 5,775,832

perspective
GAINED

PROPOSAL TO PROVIDE

**ERP Organizational Change
Management, Project Management and
Implementation Support**

TO BENEFIT THE

City of Oxnard, California

BerryDunn

100 Middle Street, Portland, ME 04101
207-541-2200

Seth Hedstrom, Principal
shedstrom@berrydunn.com

Michele Dotson, Manager
mdotson@berrydunn.com

Proposal Submitted On:

February 7, 2020, before 5:00 p.m. in
response to RFP #IT20-34

Tab A. Proposal Checklist

Tab A – Proposal Checklist

Instructions:

- a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.
- b) Follow the instructions in each section of this solicitation.
- c) Present all requested items in the index tabs ordered A through G as shown.
- d) Label each item presented and include additional items on your table of contents.
- e) All proposals must include a detailed description of each proposed service to be provided.
- f) Proposers that do not follow the bid instructions found in the separate document titled “**Terms and Conditions**” may be found to be “non-responsive” and disqualified from the bid process.

Name of Company: Berry Dunn McNeil & Parker, LLC (dba BerryDunn)

Service to provide: Project Management (Section 6.2) and Organizational Change Management (Section 6.5)

Main Point of Contact: Seth Hedstrom

E-mail: shedstrom@berrydunn.com **Phone:** 207-541-2212

Tab A Proposal Submission Checklist**General Proposer Information**

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

	Page Number
☒ Tab A: Proposal Checklist (<i>this page</i>)	2
☒ Tab B: Acknowledgements	4
☒ Tab C: Company Profile/ Experience	6
☒ Tab D: Scope of Services	10
☒ Tab E: References	11
☒ Tab F: Cost/Budget Narrative	15
☒ Tab G: Proposer Attachment	17

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard (“City”). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references’ officials, employees, and agents (collectively, “References”)—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, “Owners”), and request information from other clients—including those clients’ officials, employees and agents (collectively, “Other Clients”). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATIONS

I, **Seth Hedstrom**, a duly authorized agent of **Berry Dunn McNeil & Parker, LLC (BerryDunn)**
Printed Name of Agent/Officer **Name of Organization**

hereby certify that **BerryDunn** by submission of this proposal in response to the
Name of Organization

solicitation, agrees upon contract award to carry out the requirements specified and obligations set forth therein.

Signature:



Date: **February 7, 2020**

Title of Agent/Officer: **Principal**

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Tab B. Acknowledgement

Tab B - Acknowledgement

1. Clarifications, Exceptions, or Deviations

All Proposer(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship has no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the solicitation labeled "Sample Agreement" and "Proposer Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.

The following contractual terms are **non-negotiable**:

- A. Termination
- B. Indemnification
- C. Insurance
- D. Conflict of Interest
- E. Governing Law
- F. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

PROPOSER'S RESPONSE: BerryDunn does not have any exceptions or deviation from the requirements of the City's solicitation.

2. Evidence of Insurability/Business Licenses

All Proposer(s) shall submit evidence of all required insurance. If awarded the contract the Proposer has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Proposer shall certify to the possession of any and all current required licenses or certifications. The proposer must provide a copy of the current business license or other applicable licenses.

3. Transition (If applicable)

Upon expiration or termination of this agreement for any reason, during the transition close-out period the company/firm/contractor agrees to:

- a. Continue delivering services until notified otherwise; and

- b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent company/firm/contractor; and
- c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new company/firm/contractor, upon termination or expiration of this agreement for any reason; and
- d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Tab C. Company Profile/Experience

Tab C - Company Profile/Experience

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The company profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

PROPOSER'S RESPONSE:

Berry Dunn McNeil & Parker, LLC (dba BerryDunn)

2. Company overview and disclosure of services or activities performed, including:
 - a. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision-making process, please indicate the owners of the company and if any contributions were made to any Oxnard elected officials.
 - b. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
 - c. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
 - d. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

a. ***PROPOSER'S RESPONSE:***

BerryDunn has 21 Owners (listed below). Each shareholder holds one share:

- | | | |
|----------------------|-------------------------|-----------------------|
| • Sno L. Barry | • David A. Erb | • Timothy F. Masse |
| • Renee Bishop | • Tracy W. Harding | • Tammy P. Michaud |
| • Sarah L Belliveau | • James P. Highland | • Connie J. Ouellette |
| • William H. Brown | • Mary E. Jalbert | • Kathy Parker |
| • John M. Chandler | • Michael F. Jurnak | • Steven Rodman |
| • Eduardo G. Daranyi | • Janice D. Latulippe | • Charles D. Snow |
| • Clinton E. Davies | • Charles K. Leadbetter | • Jeffrey D. Walla |

No firm owners nor any BerryDunn staff members have made known contributions to Oxnard elected officials.

b. ***PROPOSER'S RESPONSE:*** Organizational Chart is located in "Attachment 1."

BerryDunn has 48 principals that oversee operations, with John Chandler serving as managing principal.

An organizational chart for this engagement is located in Attachment 1 of this proposal, and illustrates the staff members we have identified to work with the City under this engagement. For the City's benefit, we have organized our team structure around both the project management (PM) and organizational change management (OCM) services, the latter of which is designed to occur concurrently with the three phases of project management activities. For more information, please refer to the detailed team bios provided in Attachment 2.

c. ***PROPOSER'S RESPONSE:***

Berry Dunn McNeil & Parker, LLC (doing business as BerryDunn) is a national IT consulting, management consulting, and certified public accounting firm formed in 1974.

Other names under which our organization has been organized and conducted business include:

- Berry, Dunn & McNeil Chartered – from 1974 to 1982
- Berry, Dunn, McNeil & Parker Chartered – from 1982 to 1999

The City will benefit from BerryDunn's deep understanding of government operations, staffing needs, and the business processes required to provide necessary services to internal divisions and the constituents you serve. We have gained this understanding through our work with more than 300 state, local, and quasi-governmental clients across the country, as well as through our team members' prior work in various roles across state and local government. We have a deep understanding of state, county, and municipal operations, allowing us to provide unparalleled expertise and unique insights.

Our government consulting group has been working with public sector organizations, and providing services similar to those desired by the City, since 1986. Throughout that time, we have maintained our belief that effective government helps to make lives better for all and to ensure our country is competitive in the world economy.

d. ***PROPOSER'S RESPONSE:***

The services proposed to The City will be performed by members of our Government Consulting Group based out of Portland, Maine, and Phoenix, Arizona. Additionally, some team members are not associated with an office and work remotely. We regularly work with clients around the country and have been successful in meeting clients' needs by planning an appropriate level of on-site work to meet project objectives and by providing our team members with the technologies and tools they need to perform their work, regardless of their location.

Team members based in Portland headquarters, located at 100 Middle Street, Portland, ME 04101:

- Seth Hedstrom

Team members based in the Phoenix, AZ office, located at 4722 North 24th Street, Phoenix, AZ 85016:

- Michele Dotson
- Dylan Langley

Team members based remotely:

- David Ledbetter (Iowa)
- Erin Provazek (Texas)
- Michelle Kennedy (Oregon)

3. An explanation of any litigation, current or within the last 5 years, involving the Proposer or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

PROPOSER'S RESPONSE:

The firm is involved in litigation in one case unrelated to the consulting services we offer. Blackwood v. BerryDunn was an employment case in the Southern District of West Virginia Civil Action No: 2:18-CV-1216. All claims, other than a claim of Breach of Promise/Detrimental Reliance based on a dollar amount of just over \$4,000, were dismissed. BerryDunn settled the remaining claim. Blackwood filed a notice of intent to appeal the claims that were dismissed on November 15, 2019.

4. List the members of your organization who are authorized to negotiate the agreement. Please provide an email address for each individual listed.

PROPOSER'S RESPONSE:

Seth Hedstrom, principal in our Local Government Consulting Practice Area and leader of BerryDunn's Finance and Administration Practice, is authorized to negotiate and bind BerryDunn to this agreement. His information is as follows:

Seth Hedstrom
shedstrom@berrydunn.com
 207-541-2212

5. Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contributes their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Proposer shall specifically provide the following information on all employees to be providing services related to this solicitation:

- a. Current Responsibilities
- b. Qualifications/Experiences
- c. Education
- d. Certifications/licenses, if applicable
- e. List other pertinent information that will assist in evaluating Proposer's qualifications.

a. ***PROPOSER'S RESPONSE:*** Located in "Attachment 2"

b. ***PROPOSER'S RESPONSE:*** Located in "Attachment 2"

c. ***PROPOSER'S RESPONSE:*** Located in "Attachment 2"

d. ***PROPOSER'S RESPONSE:*** Located in "Attachment 2"

e. ***PROPOSER'S RESPONSE:*** Located in "Attachment 2"

The proposer can add as many sections to this response box as it needs to state all employees providing services.

Tab D. Scope of Services

Tab D - Scope of Services

This solicitation has a space provided under each question the City has of the Proposer. This solicitation is available for electronic download at www.publicpurchase.com.

Proposers must address all points in this section. All responses are in an italicized font in the box.

Summary of Services

1. Provide a summary of the work plan detailing how the assigned individual will approach the provision of the services outlined in this RFP (staff and/or technical resources) to ensure successful project completion.

PROPOSER'S RESPONSE: Located in "Attachment 3"

2. What is your experience providing Project Management (e.g. certifications; successful, "full life cycle" completion of similar ERP projects, particularly in municipal government environments)

PROPOSER'S RESPONSE: "Located in Attachment 4"

3. Provide samples of an actual report or work product that you have performed for services like those required in this RFP.

PROPOSER'S RESPONSE: Located in "Attachment 5"

Tab E. References

Tab E - References

All Proposer(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	City of Alameda, California
Address:	2263 Santa Clara Ave, Alameda, CA 94501
Contact person:	Carolyn Hogg, IT Director
Email address:	chogg@alamedaca.gov
Telephone address:	510-747-7495
Project name:	Project Management Services for ERP System Implementation
Dates worked performed:	July 2019 – present
Summary of scope of services:	The City retained BerryDunn to provide project management services for its implementation of Tyler Technologies' Munis product for its finance and human capital management modules. The scope of services includes project initiation, ongoing project management, and project closure activities.
Project cost:	\$720,000

Reference 2	
Company name:	City of Surprise, Arizona
Address:	16000 N. Civic Center Plaza, Surprise, AZ 85374
Contact person:	David Masciangelo, IT Applications Supervisor
Email address:	david.masciangelo@surpriseaz.gov
Telephone address:	623-222-3700
Project name:	Communications, Change Management, and Training Oversight for ERP System Implementation
Dates worked performed:	January 2014 – January 2017

Reference 2	
Summary of scope of services:	The City of Surprise was using an in-house developed application with a high degree of customized functionality to meet its enterprise finance, HR, and utility billing needs. The City hired BerryDunn to assist with planning for and procuring a new ERP system. Following the selection of a preferred vendor, BerryDunn provided full-time, on-site project management during the implementation
Project cost:	\$730,000

Reference 3	
Company name:	City of Fountain Valley, California
Address:	10200 Slater Avenue, Fountain Valley, CA 92708
Contact person:	Mr. Jason Al-Imam, Finance Director
Email address:	jason.al-imam@fountainvalley.org
Telephone address:	714-593-4418
Project name:	ERP System Replacement Feasibility Study
Dates worked performed:	December 2018 – present
Summary of scope of services:	The City of Fountain Valley selected BerryDunn to assist in conducting a feasibility study for replacing its existing ERP solution. The City was using Tyler Technologies' Incode system and sought a comprehensive study of how the system was being used, including gaps in current processes and potential improvements, as well as recommendations for approaching a replacement.
Project cost:	\$98,000

Reference 4	
Company name:	Louisville/Jefferson County Metro, Kentucky
Address:	10200 Slater Avenue, Fountain Valley, CA 92708
Contact person:	Richard Champion, Executive Administrator of Office of Management & Budget
Email address:	richard.champion@louisvilleky.gov
Telephone address:	(502) 574-1881
Project name:	ERP System Selection Planning and OCM Services
Dates worked performed:	2018 – present

Reference 4	
Summary of scope of services:	The Metro has engaged BerryDunn to assist with its initiative to streamline the use of multiple software applications to an ERP system that is functional and efficient across departments. The scope of work includes assessing and analyzing the current applications, develop an RFP, and selecting a vendor.
Project cost:	\$240,000

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

PROPOSER'S RESPONSE: Located in "Attachment 6"

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

PROPOSER'S RESPONSE:

West Virginia Bureau for Medical Services: In April 2008, BerryDunn was awarded a three-year contract to provide project management services for the West Virginia Bureau for Medical Services. Upon completion of our three-year contract, the Bureau exercised its option to utilize all extensions afforded to it, which resulted in BerryDunn being contracted through June 2015. In February 2015, with the project management services contract nearing completion, the Bureau issued a Request for Quotation to re-procure project management services. BerryDunn submitted a proposal and was notified in April 2015 that our firm was the selected vendor, with an anticipated contract start date of May 9, 2015. In order to avoid overlap between BerryDunn's existing contract and the new contract, the Bureau cancelled BerryDunn's contract approximately eight weeks prior to the scheduled completion date. The cancellation of our existing contract was in no way a reflection of BerryDunn's performance, but instead was a necessity in order to proceed with BerryDunn's new contract with the Bureau.

City of Goodyear, Arizona: The City of Goodyear, Arizona, engaged BerryDunn in August 2013 to provide enterprise resource planning (ERP) system consulting services to assess the City's software needs and assist in the selection of a replacement system. Upon the City's selection of an ERP solution, the City extended its contract with BerryDunn to include full-time project management for the ERP system implementation project. In August 2015, following extensive efforts on the part of the City to resolve issues with a separate third-party system integrator, the City put the ERP system implementation project on hold. As a result, in September 2015, the City exercised its ability to cancel BerryDunn's contract for convenience. The cancellation of our contract was the result of the indefinite postponement of the City's implementation project and was in no way related to BerryDunn's performance.

Should the City desire additional information, we would be happy to provide contact information for a representative of the State of West Virginia and/or City of Goodyear, upon request.

Tab F. Cost Proposal/Pricing

Tab F - Cost Proposal/Pricing

In this section, please complete the pricing table and answer the supplementary pricing questions that follow. The City reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs of charges to the City as part of this service/project. Proposers must provide fully inclusive blended rates, which are all-encompassing of the Proposer's project-related or supported expenses, including travel expenses. Proposers may also include any other documents as information to further explain the proposed costs.

Method of payment. Payment by the City for the services will be made only after the services have been performed and an invoice is submitted. The invoice should specifically describe the services performed, the name(s) of the personnel performing such services, hours provided for the service at the hourly rate quoted in this proposal. The appropriate City representative must approve the invoice. The City will make payment on a monthly basis, thirty (30) days after receipt of the invoice.

Cost proposal must be all-inclusive and include, but not be limited to, the following administration, travel, training and related costs.

Pricing:

Per Hour Charge to Provide Both Services

(section 6.2 Project Management & section 6.5 Organizational Change Management)

\$ 205 / per hour

/OR

Per Hour Charge to Provide Services (section 6.2 Project Management only)

\$ 205 / per hour

/OR

Per Hour Charge to Provide Services (section 6.5 Organizational Change Management only)

\$ 205 / per hour

AND (optional)

Total monthly fees (all-inclusive)

\$ _____

AND/OR (optional)

Total per project charge to Provide Services

\$ _____

Questions:

- 1) Please describe what costs or expenses are included in the above rate.

PROPOSER'S RESPONSE: All overhead costs, exclusive of direct travel expenses, are included in the above rate.

- 2) What costs or expenses do you anticipate may be required in addition to those included in the above rate?

PROPOSER'S RESPONSE:

Associated Costs	Description	Estimated cost per unit
Travel	Airfare	\$400 per ticket
	Hotel (federal GSA rate)	\$181 per nights
	Ground transport	\$75 per day
	Per diem (federal GSA rate)	\$66 per day

Tab G. Attachments

Tab G - Proposer Attachment

Tab G - Any response that Proposers are finding difficulty pasting into the “Proposers Response” boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding Attachment Number into the Proposer’s response box with the words “See Tab G.” List all attachments with an index tab.

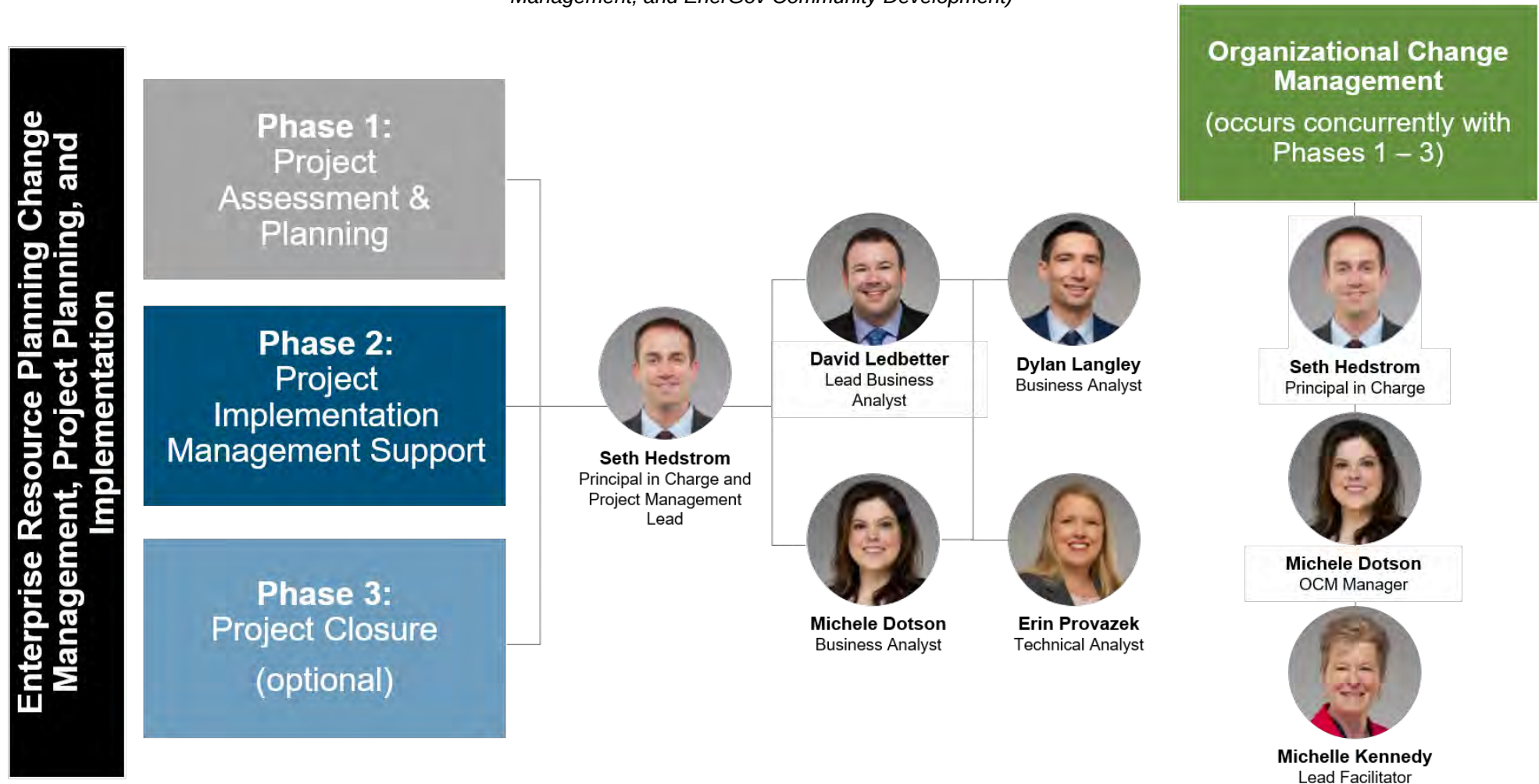
List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1	Organizational Chart	18
Attachment 2	Resumes	19
Attachment 3	Project Approach	25
Attachment 4	Relevant Experience	35
Attachment 5	Sample Work Products	54
Attachment 6	Awarded Contracts	68

Attachment 1: Organizational Chart

Figure 1: BerryDunn Team Organization

The City can rely on consistent, expert resources throughout the duration of project management and organizational change management activities for each of your four chosen Tyler products (Munis Financials, Munis HCM/Executime, Munis Utility Billing, Tyler Enterprise Asset Management, and EnerGov Community Development)



Attachment 2: Resumes

Seth Hedstrom, PMP® Principal in Charge | Project Management Lead

Seth focuses on assisting public-sector clients with technology planning, organizational needs assessments, system planning and procurement, and the implementation of enterprise-wide information systems. As the leader of BerryDunn's Finance and Administration Practice, Seth has project management experience overseeing the full life cycle of the system selection process.

a. Current Responsibilities

Seth distributes his time between client engagement management, overseeing BerryDunn's Finance and Administration Practice, and developing team members. Seth has ultimate oversight of approximately 20 projects and has a higher level of engagement for the following projects:

- City of Irving, TX - *Utility Billing and ERP System Selection and Implementation*
- City of Long Beach, CA – *ERP Implementation Quality Assurance*
- City of Richland, WA – *ERP Implementation Oversight*
- Louisville-Jefferson Metro Government, KY – *ERP System Selection and Implementation*
- Monroe County, FL – *ERP System Selection*
- Saginaw County, MI – *ERP Project Management*

b. Qualifications and Experience

Project Management: Seth has managed system selection and IT strategic planning projects for some of BerryDunn's largest local government clients. For instance, he managed the utility billing system implementation for the City of Surprise, Arizona.

Enterprise System Selection: Seth has in-depth experience in guiding public-sector clients through every step of the system selection process, from conducting needs assessments to defining system requirements, crafting RFIs, facilitating vendor demonstrations, and leading contract negotiations.

Business Process Improvement: Seth has provided business process improvement services for many BerryDunn clients, either as a stand-alone engagement or as part of an enterprise system selection. His experience includes documenting as-is business processes, benchmarking processes with similar organizations, introducing industry best practices, and developing to-be business process recommendations.

c/d. Education and Certifications

BS, Business Management, Babson College

Project Management Professional (PMP), Project Management Institute

Lean Six Sigma Green Belt Certified

Associate Member, Government Finance Officers Association (GFOA)

Selected Local Government Clients

- City of Alameda, CA
- City of Bismarck, ND
- City of Cambridge, MA
- Coconino County, AZ
- Collier County, FL
- City of Fort Collins, CO
- City of Fountain Valley, CA
- Gallatin County, MT
- Glynn County, GA
- Town of Greenwich CT
- City of Harrisburg, VA
- City of La Mesa, CA
- City of Long Beach, CA
- City of Mesquite, TX
- City of Midland, TX
- Monroe County, FL
- City of Novato, CA
- Pitkin County, CO
- City of Santa Fe, NM
- Scott County, IA
- City of Sioux Falls, SD
- City of South Jordan, UT
- City of Surprise, AZ
- Town of Wayland, MA

Office Location and Contact

Seth works from BerryDunn's headquarters in Portland, Maine. shedstrom@berrydunn.com | 207-541-2212



David Ledbetter, Prosci® CCP

Project Management – Lead Business Analyst

David is a senior consultant in BerryDunn's Government Consulting Group with experience in systems planning, selection, and implementation engagements with local government clients. His experience includes software implementation, project management, knowledge transfer, risk management, and requirements development.

a. Current Responsibilities

- City of Alameda, CA - *ERP Implementation Project Management*
- City of Edina, MN – *Implementation Oversight*
- Pitkin County – *ERP Implementation Oversight*
- Village of Downers Grove – *ERP System Selection*

b. Qualifications and Experience

System Implementation: David is experienced in implementing ERP software solutions, while managing all aspects of enterprise-wide projects related to delivery of client software and services—including managing scope, time, and cost in order to meet client commitments from project initiation to closure. He also has experience delivering high-quality knowledge transfer services to clients, allowing them to use complex software products efficiently and effectively to achieve daily operations.

Tyler Technologies: First as an implementation consultant and then as a project manager, David consulted and partnered with clients to gain a comprehensive understanding of workflow, business/technical requirements, and needs to ensure that system functionality addressed all client needs. He played an active role in troubleshooting client issues through client support and development teams; managed a team of implementation consultants; and conducted planning sessions with clients' key functional leaders in order to create a series of documented management plans to specify the project plan and scope, as well as to ensure the project deliverables were on time and on budget.

c/d. Education and Certifications

BBA, Finance, Eastern Washington University

Prosci® Certified Change Practitioner

Selected Local Government Clients

- | | | |
|--|----------------------------|---|
| • Apache County, AZ | • City of Independence, MO | • Cosumnes Community Services District, CA |
| • Calleguas Municipal Water District, CA | • City of Long Beach, CA | • Sacramento Metropolitan Air Quality Management District, CA |
| • Central Basin Water District, CA | • City of Pico Rivera, CA | • San Joaquin Council of Governments, CA |
| • City of Andalusia, AL | • City of Reno, NV | • Saratoga County, NY |
| • City of Bedford, TX | • City of Richland, WA | • South Tahoe Public Utilities District, CA |
| • City of Cypress, CA | • City of Ridgecrest, CA | |
| • City of Elko, NV | • City of Santa FE, NM | |
| | • Coconino County, AZ | |

Office Location and Contact

David works from his home office in Iowa. dledbetter@berrydunn.com | 480-482-3004

Michele Dotson, MPA, CCMP, PMP®, Prosci® CCP

Project Management – Business Analyst | Organizational Change Management Lead

Michele is a manager in BerryDunn's Government Consulting Group with five years of prior municipal government experience. Her well-rounded perspective on local government operations informs her holistic approach to project management and change management, balancing the business objectives of each project with the benefits of gaining buy-in from the full range of its stakeholders. Michele contributes her years of prior municipal government experience in the areas of administration, strategic planning, human resources, community development, budgeting, and contract administration to build an understanding of how projects impact each area of the organization and develop actionable change management strategies.

a. Current Responsibilities

- City of Arlington, TX- *ERP Assessment and RFP Development*
- City of Fountain Valley, CA – *ERP System Selection*
- City of DeSoto, TX – *ERP System Selection and Implementation*
- Kaua'i County, HI – *HRMS System Selection*

b. Qualifications and Experience

Project Management: Michele is currently serving as project manager for system selection projects with the cities of Arlington, Texas and Sugar Land, Texas. Michele has also worked with a number of clients in the implementation project manager role, including the cities of Allen, Texas; Surprise, Arizona; and Santa Fe, New Mexico. In this role she acts on the City's behalf to track project milestones; monitor open risks and issues; review vendor deliverables; and provide oversight of change management, user acceptance testing, and end-user training.

Change Management: As a Prosci® Certified Change Practitioner who has led change management efforts for system selection and implementation projects alike, Michele brings an understanding to each project of how change management can enhance an organization's ability to achieve project goals. Michele's knowledge of current change management research and lessons learned from previous engagements allows her to assist BerryDunn clients in preparing for, managing, and reinforcing change related to enterprise system projects.

c/d. Education and Certifications

Master of Public Administration (MPA), University of Kansas

BA, Communications, International Relations, Texas Christian University

Project Management Professional (PMP), Project Management Institute

Prosci® Certified Change Practitioner

Member, Association of Change Management Professionals (ACMP)

Office Location and Contact

Michele works from the BerryDunn office in Phoenix, Arizona. mdotson@berrydunn.com | 480-482-3008

Erin Provazek, MBA, ITIL (F), Prosci® CCP

Project Management Technical Analyst

Erin is a senior consultant with strong experience performing and managing all levels of information technology (IT) operations and projects. These projects include: budgeting and administration; facilitation of professional change in operational acumen; and project management.

a. Current Responsibilities

- City of Grand Prairie, TX – *Implementation Project Management*
- City of Irving, TX – *Utility Billing and ERP System Selection and Implementation*
- City of Pasco, WA – *Information Services Organizational Assessment & Master Plan Development*

b. Qualifications and Experience

Assistant IT Director: As an Assistant IT Director for the City of College Station, TX, Erin managed, supervised, set goals and achievements, and performed strategic planning for the City's IT. Erin directly supervised software divisions, business processes, desktop user environments, and customer support for all technical programs. Over 14 different city departments used these programs and services. Erin also planned, oversaw, and administered a budget of \$3.9 million.

Business Systems Manager: Erin managed the administration, setup, maintenance, inventory, and integration of enterprise hardware, application servers, and software. This experience provides Erin with strong project management skills. Erin also managed a systems analyst staff of six, while performing the same system analyst duties. She was able to provide and met long-term goals for the City of College Station's System Analyst Division and keep within a budget, which included a \$700,000 hardware/software support and maintenance budget for over 100 vendors.

Systems Analyst: As a System Analyst, Erin evaluated, analyzed, supported, and modified existing and/or proposed databases, systems, interfaces, and related devices. She provided technical direction and support for information modeling concepts, data access, and reporting tools, which included: designing and implementing in-house applications; identifying and interpreting technical information to develop data solutions; and/or performing other technical-related activities to support the City's business processes and requirements.

c/d. Education, Certifications, and Memberships

BBA, Information and Operations Management, Texas A&M University

Harvard Executive Education Program, "Leadership for the 21st Century: Chaos, Conflict and Courage"

MBA, Information Technology Management, Western Governors University

Information Technology Infrastructure Library (ITIL) Foundations

Prosci® Certified Change Management Practitioner

Certified Government Information Technology Officer (CGCIO) Program, University of North Carolina Chapel Hill

Selected Local Government Clients

- City of Grand Prairie, TX
- City of Irving, TX
- Lindbergh Schools, MO
- Metro Parks Tacoma, WA

Office Location and Contact

Erin works from her home office in College Station, Texas. eprovezek@berrydunn.com | 207-842-8054



Dylan Langley

Project Management Business Analyst

Dylan is a consultant in BerryDunn's Local Practice Area who brings a valuable combination of political organization and client relationship management. Experienced in balancing project deliverables with client satisfaction, he is an asset in helping BerryDunn clients achieve their goals in a sustained, measurable way.

a. Current Responsibilities

- City of Aurora, CO – *CIS System Selection*
- City of Fountain Valley, CA – *ERP System Selection*
- Kaua'i County, HI – *HRMS System Selection*
- Tri-County Health Department, CO – *ERP System Selection*

b. Qualifications and Experience

Hedge Fund Services Relationship Management: As a senior consultant in Tempe, AZ, Dylan managed portfolios and provided administration and investor services to hedge fund and private equity clients. This work required creating and managing projects to streamline and implement systematic changes, developing and maintain client and investor relationships, maintaining client regulation compliance with Anti-Money Laundering and Politically Exposed Persons.

Trading Operations/Relationship Management: During his four years at Goldman Sachs, Dylan managed external client/broker relationships for both equity and fixed income products, and reconciliation for corporate and municipal bond broker trading. While focusing on improving trade operations, he developed a new surveillance measure to better track and record trading desk errors and activity, implemented new strategies in the fixed income space to close control gaps, and managed several industrialization projects focused on improving team productivity.

Volunteer Management and Public Outreach: Dylan designed, managed, and canvassed a successful statewide outreach program reaching thousands of households, while based in Phoenix, AZ. He attended/hosted constituent and business leader meetings with candidate across the state, managed campaign ground canvassing and data software i360 to streamline campaign efficiencies, and managed volunteer database of over 900 individuals.

Town of Gilbert: As an economic development intern, Dylan assisted economic development staff in creating and marketing business attraction programs. This included reviewing local legislation to determine potential impact for local business development.

c/d. Education and Certifications

BS, Political Science, Arizona State University

Office Location and Contact

Dylan works from the BerryDunn office in Phoenix, Arizona. dlangle@berrydunn.com | 480-482-3014

Michelle Kennedy, MBTI®, Hogan®, ICA® Organizational Change Management Analyst

Michelle brings 20 years of consulting experience in, strategic and business planning, community engagement, leadership development and executive coaching, organizational change management, program evaluation, business process improvement, and performance measurement. She has experience with organizational development for over 60 public sector organizations. Prior to becoming a consultant, Michelle served for 10 years as a senior-level executive in four government agencies.

a. Current Responsibilities

- State of Hawaii DHS – *Business Process Redesign*
- State of West Virginia DHHR, PATH – *Project Management Services*
- City of Beaverton, OR – *CDD Organizational Development*
- Metro Parks Tacoma, WA – *Organizational and Cultural Assessment*

b. Qualifications and Experience

City of Beaverton, Oregon – *Executive Coaching, Leadership Development and Strategic Planning (02/2019 to present).*

Oregon Department of Human Services – *Strategic Plan for Aging and People with Disabilities Division (09/2018 to 12/2018); Statewide System Strategic Plan for Developmental Disabilities Services (8/2017 to 5/2017).*

City of Woodinville, WA – *Facilitation of Strategic Planning Retreat for Woodinville City Council (February – March 2018)*

Tualatin Hills Parks and Recreation District, Oregon – *Strategic Planning (12/2017 – 12/018)*

Oregon Harbor of Hope – *Vision and Strategic Plan for Addressing the Needs of Portland's Chronically Homeless (11/2016 to 06/2017).*

City of SeaTac, Washington - *Human Services Needs Assessment (9/2017- 11/2017)*

Lake County, Illinois – *Strategic Plan Facilitation and Development (03/2007 to 05/2017).*

Washington State Traffic Safety Commission – *Strategic Plan for "Target Zero" (05/2015 to 11/2015).*

Oregon Youth Authority – *Business Case for Budget Request (04/2015 to 08/2015).*

Marion County, Oregon Juvenile Justice Department—*Management Review and Organizational Culture Assessment (09/2013 to 06/2014).*

City of Tacoma, Washington Human Services Department—*Community Needs Assessment and Four-Year Human Services Strategic Plan (03/2014 to 10/2014).*

Association of Oregon Counties – *Facilitation of Juvenile Justice Task Force (02/2013 to 11/2013)*

Oregon Workforce Investment Board—*Strategic Planning (02/2011 to 05/2012)*

Oregon Youth Authority – *Training and Development Program Review (3/2010 to 10/2010)*

Portland State University – *Strategic Plan Facilitation and Development (05/2010 to 08/2010)*

c/d. Education and Certifications

BA, Journalism/Mass Communication, Iowa State University

Certified in the Hogan Leadership Assessment System®

Certified in Myers Briggs Type Indicator®

Certified in Institute of Cultural Affairs (ICA) *Technology of Participation*® Facilitation Methodology

Office Location and Contact

Michelle works from her home office in Oregon. mkennedy@berrydunn.com | 207-842-8088



Attachment 3: Project Approach and Understanding

Project Understanding

After over 25 years of operating under CentralSquare HTE/NaviLine as its enterprise resource planning (ERP) software, the City contracted with Tyler Technologies (Tyler) for Munis, ExecuTime, and EnerGov ERP system to replace existing software and manual processes. Ongoing and planned implementations will address City staff workarounds and shadow systems that were natural byproducts of a system no longer able to support the organization's pace of growth.

In advance of implementation of Core Financials in the spring, the City began the first phases of implementing ExecuTime (time and attendance) in January 2020—it was the first step of a large, far-reaching project that will affect the City's users, each of whom may have different and possibly conflicting needs and requirements. The City now seeks a partner with the experience and public sector perspective to provide guidance and leadership on two levels: project planning and implementation support and change management.

BerryDunn's record of successful engagements assisting municipalities in managing the implementation of systems recommends us as an effective and valuable partner for the City. Importantly, our proven history of **integrating change management** into every project sets us apart. While project management and organizational change management services have individual benefits for public sector clients, they also share the same goal: the successful, long-term implementation of a new, modern system—one that users accept and adopt at a healthy pace.

The key strengths of our proposal that we consider most pertinent to the City's project needs are:

- ❖ **The City will benefit from our team's dedication to servicing local government clients.** Our proposed team members focus solely on working with cities and counties across the country. Our proposed project management and change management leads have worked for local government agencies and bring valuable knowledge from their experiences prior to BerryDunn. In fact, 75% of the consultants in our Local Government Practice Area are former government officials. These resources from our team include a former city manager, municipal IT director, government CIO, finance administrator, and public sector budget and procurement staff. This gives us an appreciation for the environment in which you work and an understanding of your constraints.
- ❖ **We have built a strong presence in, and have extensive experience with, the State of California (State).** BerryDunn has a demonstrated commitment to serving public-sector clients in the State. We have developed a strong understanding of the municipal landscape—including unique requirements related to high profile, public-facing projects, such as the California Public Employees' Retirement System (CalPERS). Through recent or ongoing engagements with the Cities of Alameda, Fountain Valley, Novato, La Mesa, Long Beach, and Santee, each project has pushed our team to continue developing our understanding of state-mandated requirements, enabling us to better serve the City.
- ❖ **We have helped clients migrate to Tyler Munis more than any other ERP software.** All of our proposed team members have experience with Tyler's Munis software—with one of our team members having been formerly employed with Tyler. In addition, all team members have provided project management or implementation oversight for Tyler products in other municipalities, including the Cities of Bloomington, MN; Rapid City, SD; Sioux Falls, SD; Minnehaha County, SD; and Three Rivers Park District, MN, among others. This experience equips us with a deep

understanding of software functionality and lessons learned from other municipalities, which we will bring to our work with you.

- ❖ **Our experience with the City's current system, CentralSquare NaviLine/HTE software, means our team has an existing understanding of your functional components.** BerryDunn has evaluated NaviLine/HTE as part of several systems planning projects, including work with the Cities of Allen, Texas; Boca Raton, Florida; College Station, Texas; and Novato, California. In fact, we have provided varying levels of project management implementation support for 21 public sector clients migrating from CentralSquare HTE software.

Combined with our extensive history of supporting Tyler Munis implementations, the City can be confident in BerryDunn's steady and informed approach—one informed by a methodology based in the concept that a successful system implementation depends on both project management and change management practices working in collaboration.

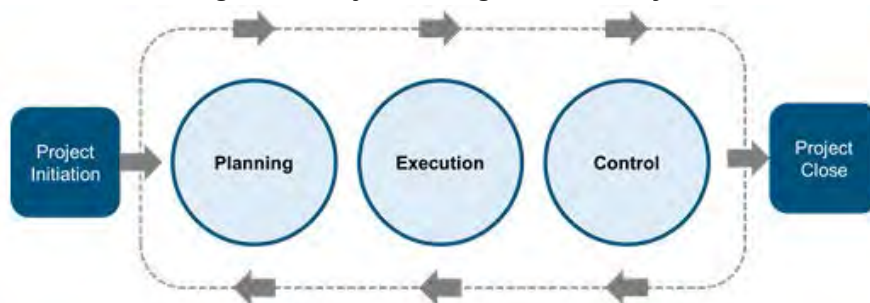
Overview of Our Project Management Approach

Our team applies **proven project management processes, tools, and techniques** using principles in the Project Management Body of Knowledge® (PMBOK®) and those of the Project Management Institute (PMI®). We apply standard processes across the project management life cycle and scale them to fit the specific needs of the project.

We will provide regular project updates—which may be informal—with format and delivery method to be agreed upon and documented in the Project Management Plan. Additionally, we will document lessons learned throughout the project. This is a project management best practice that we regularly perform on similar engagements. In our experience, the optimal time to conduct lessons learned is after completion of a major project phase or work stream.

Figure 2 illustrates the phases of the project management life cycle, and the paragraphs that follow briefly describe BerryDunn's approach to each phase.

Figure 1: Project Management Life Cycle



As explained in the following section, we began to incorporate proactive change management strategies into project management techniques many years ago when we realized that involving City stakeholders from start to finish of the implementation process is crucial for long-term success and system adoption. Our work for the City will be led by two certified Project Management Professional (PMP®), and three Prosci® Certified Change Practitioners (CCPs). The City can expect an approach steeped in our commitment to embedding change management into each step of an ERP system implementation. We will involve City stakeholders at key stages through the implementation process to gain input, build support, and promote buy-in for decisions.

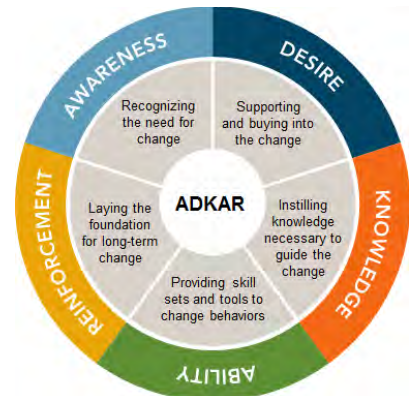
Change Management Methodology

BerryDunn has observed resistance to change in virtually all of our ERP system planning, procurement, and implementation engagements. **Over the years, we recognized that providing effective project management was not enough, in and of itself, to successfully implement a new system.**

Stakeholders' willingness to adopt new processes and tools plays a significant role in the success—or failure—of the new system(s).

Because of this experience, we have adopted the Prosci® change management methodology and invested in having 80 employees go through a rigorous, three-day training to become Prosci® Certified Change Practitioners—including three of our proposed team members to the City's project. The Prosci® methodology is based on the premise that in order for change to work in an organization, individuals must be **aware** of the need for change, have a **desire** to change, have the **knowledge** of how change will occur and the **ability** to change. Finally, there needs to be **reinforcement** to promote the long-term adoption of change. Based on this belief, Prosci® developed the **ADKAR** change management approach, as defined on the left in Figure 1.

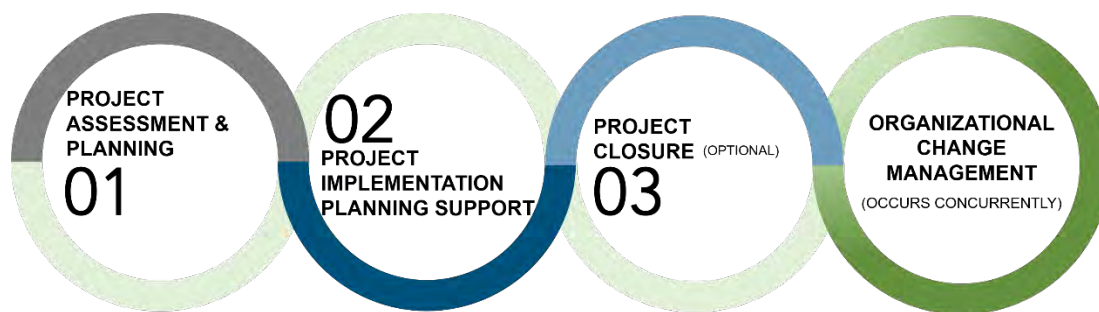
Figure 1: ADKAR Change Management Approach



We have provided change management as part of larger consulting engagements and as a stand-alone service, and are available to work with the City's team to proactively manage change.

Our Holistic Approach to the City's Project

On the following pages, we have provided a detailed account of our plan to complete the City's desired tasks, as illustrated below. The key defining feature of our approach is the integration of organizational change management into each project management phase.



The overarching benefits the City can expect of our approach include:

- A methodology based on our extensive experience conducting similar selection and implementation projects
- Quality assurance processes that incorporate City review and approval of all deliverables and key milestones
- A flexible approach that is designed to be applied to each of the City's implementation areas: Munis Financials, Munis HCM/Executime, Munis Utility Billing, Tyler Enterprise Asset Management, and EnerGov Community Development

PHASE 1: PROJECT ASSESSMENT & PLANNING

1.1 Business Process Change Recommendations Memo. Working with City staff, our team will review current processes/workflows for each department, go over findings with department heads and staff, and provide recommendations for optimal workflows.

1.2 GIS Readiness Memo. We will review the current state of geographic information system (GIS) readiness for each system, starting with EnerGov. The overarching intents will be to identify gap areas, define the timeline for these closing gaps, and identify resources assigned responsibility for closing the gaps.

1.3 Review of Tyler Project Plan. To help ensure alignment of goals, responsibilities, and realistic timeframes, we will provide an in-depth review of Tyler's implementation plans including the Management Plan and Project Plan. We will discuss our recommended changes and considerations with the City project team before communicating requested changes to the vendor. The goal is to collaboratively discuss preferred changes based upon the City's, vendor's and BerryDunn's collective experience and perspective for the most advantageous end products.

1.4 Change Management Plans. We will develop five Change Management Plans, focusing on the following:

- ✓ Communications Plan
- ✓ Sponsorship Plan
- ✓ Resistance Management Plan
- ✓ Coaching Plan
- ✓ End User Training Plan

The intent of these documents is to provide a tactical plan and schedule for the tasks to be completed by BerryDunn, the City Change Management Team, and the Project Sponsor throughout the implementation process. We will provide the draft documents to the City team for review and facilitate a teleconference to discuss the plans and gather feedback for inclusion in the final versions. Included in this task will be the following subtask:

- Develop a Change Management Plan deliverable expectation document (DED) and submit to the City. This will include measurable criteria by which to evaluate the effectiveness of communications, training, adoption, and satisfaction with the ERP solution

Though we will deliver final Change Management Plans to the City, we want to recognize that each one is a living document likely to be updated or adjusted, as needed, to respond to the specific needs of the organization and stakeholders.

1.5 Data Conversion Plan. Our team will collaborate with the City and Tyler to develop a data conversion plan detailing data sources, required resources, validation and testing methods, and schedules. The resulting plan will encompass the following categories:

- ✓ Required training by user group
- ✓ Timing
- ✓ Logistical requirements (e.g., room, equipment requirements)

1.6 Risk Mitigation Plan. With the goal of creating a project risk register, our team will identify vendor-dependent and non-vendor dependent risks. We expect to work in tandem with City staff and Tyler team to begin compiling and sorting these risks. The project management team will use the subsequent project risk register to identify the probability of risks occurring, the potential impact on the

PHASE 1: PROJECT ASSESSMENT & PLANNING

project (including dependencies), mitigation actions to be taken, and assignment of resources responsible for mitigation.

1.7 Comprehensive Project Implementation Planning. Activities involved in planning will include:

a. Develop Comprehensive Project Plan and Schedule. To develop and define a Comprehensive Project Plan, our team will facilitate project planning sessions with the City and Tyler, which will include document review, on-site and off-site negotiation sessions, and an on-site kickoff meeting to establish the final plan. The final Comprehensive Plan will include a Project Schedule (in Gantt form) that identifies include both vendor activity (e.g., system installation, configuration, data conversion, training) and non-vendor activity (e.g., change management, infrastructure setup, risk management planning, disaster recovery planning) required to make the project successful.

b. Create Project Charter. Based upon completed planning sessions, we will develop the Project Charter using our established best-practice framework to define project objectives, high-level project scope, key stakeholder groups, governance, and metrics for success. We will provide the Project Charter in draft format, review with the core project team, make necessary updates, and review with project sponsorship before finalizing the document.

c. Establish project steering committee. Before beginning module-specific work, our team will assist the City in establishing a project steering committee, whose purpose will be to govern the implementation of the new system(s) and ensure that all stakeholders/users have a voice in the new system definition.

d. Establish project teams. BerryDunn will conduct a stakeholder analysis to provide the City with recommendations for characteristics of City individuals best suited to join a Project Management Team and Change Management Team. Based on our previous experience, roles should be filled from a diverse set of stakeholders, which might include IT staff, and departmental or business leads.

BerryDunn Differentiators

- ✓ PMBOK® Project Management Approach
- ✓ City is advised on the appropriate roles and responsibilities its staff and the vendor should take on
- ✓ Mix of on-site and remote support
- ✓ Vendor deliverable reviews help to ensure that the City and vendor are aligned in both objectives and timeline
- ✓ Our prior implementation and local government experience will provide a forward-looking perspective, reduce risk, and promote the achievement of the goals and objectives for the project
- ✓ Before implementation begins, the City has opportunity to take an active role in mapping out scope and timelines, stakeholder management, risk and issue management, and various additional project management areas

PHASE 2: PROJECT IMPLEMENTATION PLANNING SUPPORT

2.1 Facilitate on-site quarterly project management meetings. To monitor the execution of the Comprehensive Project Plan, our team will facilitate quarterly meetings involving both the City PMT and Tyler PMT. During these meetings, we will plan to review of tasks completed during the preceding period, identify changes in practices required moving forward, the upcoming tasks and assignments to ensure success, and participate first-hand in implementation work sessions.

2.2 Facilitate weekly teleconference calls with Project Management Team. We will hold weekly, meetings with the City's PMT to update project status and budget status, and to research a verdict on any escalated process decisions that need to be made.

2.3 Facilitate weekly teleconference conference calls with Tyler. We will facilitate weekly, management calls with the Tyler project manager, with the intent to assist the City in active management of the vendor and execution of the project over the project implementation. Regular check-ins with the vendor and client help to keep tasks and resources on schedule; check the pulse of the overall project, progress against both schedule and budget, and review of the risk register and change management requests.

2.4 Develop Monthly Oversight Reports. Based upon our involvement that month, we will develop an oversight report for the report period. We will agreed-upon a format with the City that is likely to include a summary of tasks completed and upcoming, our recommendations of risk and issue response strategies, and additional considerations for the team.

BerryDunn Differentiators

- ✓ Our role will be one of an active advisor to the City, being a resource to share our perspective from similar projects including recommended tasks related to the project plan and risk and issue response strategies
- ✓ We will maintain a forward-looking perspective to mitigate the risk of the City PMT being "caught in the weeds" of daily project tasks
- ✓ Regular vendor check-ins will help our team Identify any opportunities to leverage technical enhancements to improve the products and services delivered to the City
- ✓ Where necessary, we will facilitate any escalation conversations, either internally with the City or with Tyler, and service in a role to advocate for the project's best interests
- ✓ Should we be requested by the City, our team will be able to efficiently adjust our involvement to a greater or lesser extend based upon project needs; in similar projects we have been asked to take a greater role in configuration design, testing, and cutover planning, as examples

PHASE 3: PROJECT CLOSEOUT (OPTIONAL)

3.1 Conduct Lessons Learned meeting. BerryDunn will conduct a Lessons Learned meeting following go-live of each phase with the City's project team and any additional key stakeholders identified for inclusion by the City. The purpose of this meeting will be to discuss lessons learned during the phase, measure achievement of project goals and objectives, discuss any implementation tasks remaining incomplete, and conduct transition planning for moving to long-term operation of the ERP system and associated policies and processes. These discussions will inform the development of the draft Phase Closeout Memo.

3.2 Develop Phase Closeout Memo. Based on the information gathered from our phase closeout work session, BerryDunn will develop a Phase Closeout Memo, which will document lessons learned, compare project outcomes to project goals and objectives, document any remaining action items to conclude the implementation, and identify tasks, roles, and responsibilities for transitioning to operational use of the ERP system and associated policies and processes.

BerryDunn Differentiators

- ✓ Lessons learned are documented and compared to project goals
- ✓ The City will have the opportunity to provide feedback and communicate desired changes to approach, schedule, or management for future phases
- ✓ Documenting closeout activities and key takeaways encourages a spirit of accountability and promotes responsible record keeping, which is important for any public sector organization. Clear, mapped out lessons learned will help enable the City to track its financial decision-making, advocate for future resources, and clearly show projects successes and challenges

ORGANIZATIONAL CHANGE MANAGEMENT (OCM)

1. Develop Change Assessment. Working with the Chief Information Officer (CIO), two project managers, and ERP Technology Governance Committee, we will conduct an assessment of stakeholders per department who will be affected by the changing technology and the change impacts of business redesign efforts. We will plan to leverage vendor deliverables, including but not limited to, the current state/future state analysis workbooks and business process maps, in order to understand the as-is and to-be processes agreed upon by the City and Tyler.

Our final, overall intent will be to develop an OCM strategy that reflects the change impacts, and improves acceptance and adoption of the new ERP system as the project phases progress.

2. Change Readiness Memo. To document task plan and readiness, we will develop a checklist for each City department that will guide its path to change readiness by project phase. We will plan to work with the CIO, the two project, the ERP Technology Governance Committee, and managers in the City's departments on this task.

For each department, we will break down roles and tasks, and delegate who has the responsibility and management-level accountability for completion of task deliverables. It will be important for department managers to contribute to developing task deliverables within the project schedule.

3. Create and update facilitation plan. To document preparedness and readiness progress, we will create facilitation plans per department, which will help facilitate and clearly communicate the path of change ahead, how each department can measure its readiness, and the tailored steps to get to acceptance and adoption of the new ERP system. These plans will overall help to determine and establish departmental preparedness and readiness to complete each task.

4. Issue ADKAR (Awareness, Desire, Knowledge, Ability, and Reinforcement) Assessment by department. We will issue a web survey to City stakeholders by department to assess their positions on the ADKAR continuum, a model for individual change readiness. We will plan to implement this assessment at the beginning of each phase, as well as halfway through to accurately measure changing positions on the ADKAR continuum.

Through this survey, we will be able to identify where time should be spent communicating the project goals and progress and allow us to be more responsive to areas of resistance and address or mitigate those through adjustments to our activities and approach, making the best use of staff time when we are on-site.

5. Develop ADKAR Assessment Memo. For each ADKAR Assessment, we will analyze and summarize the results in an ADKAR Assessment Memo, one per department. This memo will provide the City with a baseline—or starting point—for change readiness at the individual level. If, for example, we find that many project stakeholders have the 'Ability' to change, but not the 'Desire,' we will direct our efforts toward communicating the value of the project, rather than coaching staff.

6. Develop and present oral report of communications and governance review. Our team will plan for, schedule, and conduct a presentation focused on communications and governance during OCM activities to the City's leadership and stakeholders. We will also plan to summarize the City's ADKAR familiarity and/or receptiveness to the tool.

7. Develop Communications Strategy Memo. We will develop a Communications Strategy Memo for each City department, which will address:

- ✓ Who is communicated to and who makes the communication
- ✓ What phase of the ERP project the communication occurs in
- ✓ What messaging is communicated, and for what purpose

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- ✓ By what means is messaging communicated, e.g., ERP website, videos, newsletter, email flash, public information release, meetings, other events
 - ✓ How to ensure stakeholders -- both internal and external -- are listened to and valued by the project team, the ERP Technology Governance Committee, and City management, and elected leadership

8. Develop communications products and content. To maintain consistent communication during project activities, we will develop materials such as website content, video plans, and regular newsletters. The intended audience will be City staff in need of project updates and clear, trackable indications of progress.

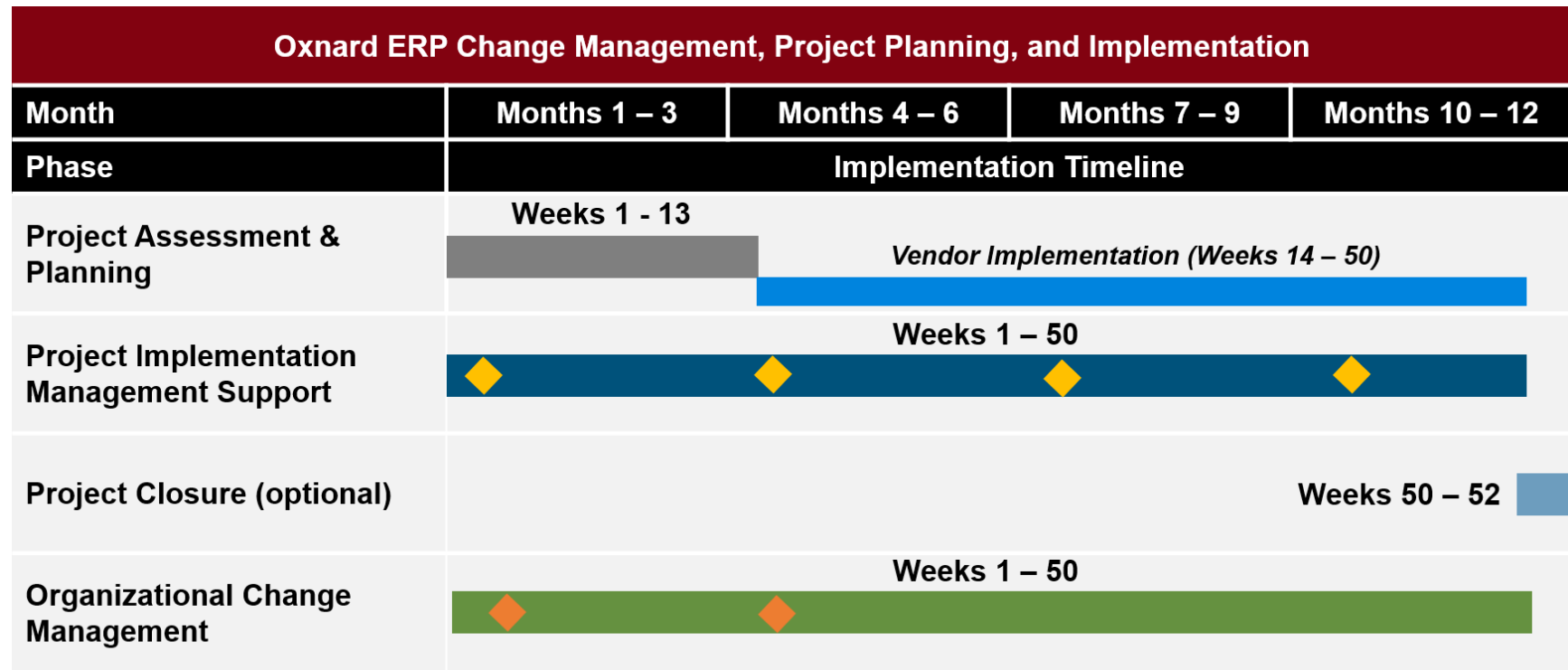
9. Develop written OCM recommendations and input. For each City department, we will prepare written OCM recommendations and input, provided these recommendations to the City project team, CIO, and ERP Technology Governance Committee. For each review, we will work to implement necessary updates based on City feedback.

BerryDunn Differentiators

- ✓ Prosci® Change Management Methodology
- ✓ Concurrent OCM tasks with project management activity, helping to ensure that the each City department has a tailored change readiness plan that is a living document and able to be updated with project updates and advancements
- ✓ The City will benefit from our team's ability to proactively employ change management strategies to mitigate project risks and issues
- ✓ Direct working relationships with the CIO, project managers, department leaders, and ERP Technology Governance Committee will help our team transfer knowledge and help the City coordinate change management strategies to increase the likelihood of stakeholder engagement and change adoption
- ✓ Acting as a liaison for City staff affected by the project will help ensure objective analysis of progress and responding with the appropriate change management strategies

High-Level Project Schedule

Below, we have included a high-level timeline the City can expect during our project approach for each phase. As discussed, much of the organizational change management activity occurs in parallel with project management planning activity, with the assumption that the two services strengthen the other.



 Quarterly Project Management Meeting
  ADKAR Assessment

Attachment 4: Relevant Experience

Tyler Implementation Experience

The City will benefit from BerryDunn's extensive experience with Tyler Technologies and our in-depth knowledge of Tyler's Munis ERP products—including every Munis version from version 8 to the current 2019.1 version, as well as helping clients in the upgrade process of moving from one version to the next.

We have assisted clients with procuring and implementing Tyler Munis more than any other ERP software. All of our proposed team members have experience with Tyler's Munis software—with one of our proposed team members (David Ledbetter) having been formerly employed with Tyler in implementation roles. In addition, all team members have provided project management or implementation oversight for Tyler products in other municipalities.

BerryDunn has extensive experience implementing the modules in scope for City. Our experience with Tyler implementations extends well beyond the modules traditionally included in the scope of a Financials and Human Capital Management (HCM) implementation. Our expertise for the following modules extends to both implementation and the preceding process of determining the best possible solution among options, including procurement of the City's chosen modules or integration between Munis and other third-party systems providing the same functionality:

- Community Development modules (Tyler EnerGov)
 - o Business Licensing
 - o Code Enforcement
 - o Inspections
 - o Planning
 - o Permitting
- Enterprise Asset Management (Tyler EAM)
 - o Asset Management
 - o Fleet and Facilities Management
 - o Geographical Information System (GIS) Integration
 - o Work Orders
- Municipal Court (Tyler Incode)
- Self-Service (Tyler Munis)
 - o Citizens
 - o Employees
 - o Vendors
- Utility Billing (Tyler Munis)

In addition to the above modules that provide functionality specific to certain functional areas, each of the Tyler implementations for which BerryDunn has provided project management or oversight services has included implementation of Tyler's system administrative modules that flow through the entire system, and are not confined to only one functional area. These most commonly include Role-Based Access Control (RBAC), Workflow, Tyler Content Manager, the HUB and user dashboard functionality, Tyler Forms, and reporting in several forms, including standard Munis reports, Excel cubes, and SQL Server Reporting Services (SSRS).

BerryDunn has evaluated Tyler's Munis, EnerGov, New World, Incode, and Eden systems as part of multiple system planning and procurement projects, including for the following clients:



- Bloomington, Minnesota
- Boca Raton, Florida
- Broken Arrow, Oklahoma
- College Station, Texas
- Edina, Minnesota
- Gahanna, Ohio
- Gallatin County, Montana
- Independence, Missouri
- Irving, Texas
- Lake County, Illinois
- La Vista, Nebraska
- Manassas, Virginia
- Mesquite, Texas
- Midland, Texas
- Minnehaha County, South Dakota
- Newport News, Virginia
- Novato, California
- Outagamie County, Wisconsin
- Pearland, Texas
- Pitkin County, Colorado
- Richland, Washington
- Saginaw County, Michigan
- Santa Fe, New Mexico
- Shoreline, Washington
- Sugar Land, Texas
- Surprise, Arizona
- Tucson, Arizona
- Village of Oak Park, Illinois
- Washtenaw County, Michigan
- Weatherford, Texas
- Wilmington, North Carolina
- Sioux Falls, South Dakota
- West Jordan, Utah

In addition, we have provided implementation project management or oversight for Tyler's Munis and EnerGov systems for the following clients:

- Allen, Texas
- Bloomington, Minnesota
- Boca Raton, Florida
- City/County of Boulder, Colorado
- College Station, Texas
- Coral Springs, Florida
- Dover, Delaware
- Farmer's Branch, Texas
- Goochland County, Virginia
- Grants Pass, Oregon
- Independence, Missouri
- Irving, Texas
- Manassas, Virginia
- Mesquite, Texas
- Minnehaha County, South Dakota
- Ormond Beach, Florida
- Pitkin County, Colorado
- Richland, Washington
- Round Rock Independent School District, Texas
- Santa Fe, New Mexico
- Sioux Falls, South Dakota
- Surprise, Arizona
- Three Rivers Park District, Minnesota
- Tucson, Arizona
- Washtenaw County, Michigan
- Weatherford, Texas
- Wilmington, North Carolina

This experience equips us with a deep understanding of Tyler's software functionality and lessons learned from other municipalities and county governments, which we will bring to our work with you.

ERP Software Experience

BerryDunn's team has knowledge of and firsthand experience with all major Tier 1 and Tier 2 ERP systems. Table 1 describes BerryDunn's experience with Tier 1 and Tier 2 ERP software vendors, including those that BerryDunn reviewed as part of systems planning engagements and those that clients selected for implementation. It should be noted that, in recent years, some vendors that were traditionally considered Tier 1 vendors have started pursuing clients in the Tier 2 market. The same can be said for Tier 2 vendors pursuing Tier 1 clients. As a result, it can be difficult to classify a vendor as strictly Tier 1 or Tier 2. Our experience assessing a wide variety of ERP vendors means that we understand the capabilities and limitations of today's systems.

Table 1: BerryDunn's Experience with ERP Vendors

Vendor	Description of BerryDunn's Experience
ADP	BerryDunn worked with the Town of Greenwich, Connecticut, as it implemented ADP as a replacement for Tyler Technologies Munis. In addition, BerryDunn reviewed ADP as part of a system selection project with the Village of Oak Park, Illinois.
BAI	BerryDunn has reviewed BAI as part of several systems planning projects for clients in the public sector, including the City of Fredericksburg, Virginia; Goochland County, Virginia; and New Kent County, Virginia.
BS&A	BerryDunn has reviewed BS&A as part of several systems planning projects. Our projects with the City of Prior Lake, Minnesota, and the Three Rivers Park District, Minnesota, have included software implementation project oversight.
CGI, Inc.	BerryDunn has reviewed CGI, Inc. as part of several systems planning projects for clients in the public sector. Our project for the City of Midland, Texas, focused on the City's use of CGI software.
JD Edwards	BerryDunn has evaluated JD Edwards as part of several systems planning projects with public-sector clients. We also provided ERP replacement consulting services to Sussex County, Delaware, which was originally a JD Edwards client, in addition to Washtenaw County, Michigan; the City of Santa Fe, New Mexico; and the City of Independence, Missouri. Our project with the City of Fort Collins, Colorado, focused specifically on business process review related to the City's use of the EnterpriseOne solution.
Harris Computer (Advanced Utilities, inHance, Cogsdale, Innoprise, GEMS)	BerryDunn has evaluated Harris software products such as Advanced Utilities, inHance, Cogsdale, Innoprise, and GEMS as part of several systems planning projects, including work with the City of Irving, Texas; the City of Santa Fe, New Mexico; and the City of Richland, Washington. In addition, we have helped clients to select complementary systems to interface with Harris products, such as Advanced Utilities.
Infor (Lawson and Infinum)	BerryDunn provided independent quality assurance oversight of the State of New Hampshire's Lawson ERP system implementation. We have also evaluated Lawson as part of our ERP system selection consulting work for the City of Sioux Falls, South Dakota, and Scott County, Iowa. Our software system needs assessment work with the Montgomery County Public Schools in Maryland

Vendor	Description of BerryDunn's Experience
	focuses on the use of Lawson, as does the assessment work with Scott County, Minnesota. Our work with the City of Santa Fe, New Mexico; the City of Boca Raton, Florida; and Washington County, Minnesota, included assessment of the Infor Infinium solution as part of the system replacement scope.
Kronos (TeleStaff and Workforce Central)	BerryDunn has reviewed Kronos products as part of several systems planning projects for clients in the public sector. Most recently, BerryDunn has been providing project management services to the City of Santa Fe, New Mexico, as it implements both TeleStaff and Workforce Central.
Microsoft Dynamics (Formerly Great Plains)	BerryDunn has reviewed Microsoft Dynamics as part of several systems planning projects for clients in the public sector. Tampa Port Authority selected Microsoft Dynamics for its ERP system.
Oracle's E-Business Suite/Fusion Cloud	BerryDunn has reviewed Oracle as part of several systems planning projects for clients in the public and private sectors. A systems planning project BerryDunn led for a New England manufacturing firm resulted in the selection of Oracle. BerryDunn's system selection project for Arlington County Public Schools also resulted in the selection of Oracle. Our work with the Montgomery County Public Schools in Maryland consists of an upgrade assessment of Oracle for financial modules. In addition, we have helped clients to select complementary systems to interface with Oracle's E-Business Suite.
Pentamotion	BerryDunn worked with the City of Fairfax, Virginia, to identify opportunities for improving business processes in conjunction with the City's planned upgrade of Pentamotion. As part of the project, BerryDunn team members received training on the software and gained significant understanding of its features and functionalities.
Performance, Formerly KPMG (Harris)	BerryDunn has reviewed Harris products as part of several systems planning projects for clients in the public sector, including our work for Sussex County, Delaware. Most recently, BerryDunn provided ERP consulting services to the City of Mesquite, Texas, relating to the replacement of its Performance system.
PeopleSoft	BerryDunn has reviewed PeopleSoft as part of several systems planning projects, including work with the State of Vermont, which resulted in the selection of PeopleSoft. We also provided IV&V of Massachusetts's PeopleSoft Human Resources system upgrade. Most recently, we worked with the City of Glendale, Arizona to lead them through a system replacement project for their existing PeopleSoft HCM and SCM environment. We are now serving in the role of Implementation Project Manager on their behalf as they replace PeopleSoft.
Sage	BerryDunn evaluated Sage as part of systems planning work with the Tampa Port Authority, as well as other projects.
SAP	BerryDunn conducted a project for the City of Toledo, Ohio, which involved evaluating the City's current environment, developing requirements, and providing recommendations related to the upgrade of its existing SAP software or replacement with another commercial system. The City chose to upgrade its

Vendor	Description of BerryDunn's Experience
	existing software.
CentralSquare (Previously SunGard Public Sector and Superion)	BerryDunn has worked with several clients, including the City of Sioux Falls, South Dakota, during the planning and implementation phases of replacing their CentralSquare systems. In this engagement, BerryDunn was hired to assist City staff in selecting a financial management system to replace its 17-year-old system. We have since been hired to provide project oversight during the City's implementation of its replacement ERP system. We are also working with the Cities of College Station and Pearland, Texas; West Jordan, Utah; Bloomington, Minnesota; and Manassas, Virginia (all CentralSquare clients), to provide ERP needs assessment and replacement planning services. We have additional experience with CentralSquare's IFAS and OneSolution products.
Tyler Technologies (Munis, New World, Eden, Incode Products)	BerryDunn evaluated Tyler's software products, such as Munis, New World, Incode, and Eden, as part of several systems planning projects, including work with the Cities of Sioux Falls, South Dakota; Newport News, Virginia; and Pearland and Mesquite, Texas. We also served as the project manager for the City of Mesquite throughout the implementation of Munis. We are currently providing implementation oversight during the City of Pearland's New World implementation. We have also evaluated Tyler's Incode software as part of a Financial system selection project for the City of La Vista, Nebraska, and are currently providing project management services for Minnehaha County, South Dakota, as the County implements Incode for tax collections.
Workday	BerryDunn evaluated Workday's software products as part of several systems planning projects, including the City of Santa Fe, New Mexico; Pitkin County, Colorado; Washtenaw County, Michigan; and Washington County, Minnesota. We have also held recurring outreach sessions with Workday to keep abreast of product developments, product and company direction, as well as trends and challenges observed by Workday on implementation projects.

The City's Current Environment Technology

Our team brings a wealth of experience with the City's CentralSquare (formerly Superion and SunGard) legacy system. We have led 88 selection projects of which 24 clients transitioned from Central Square. Our team will utilize the experience gained from these projects, along with our proven process and change methodology, to help the City build consensus and promote buy-in among project stakeholders.

BerryDunn has extensive experience providing a variety of system consulting services to clients similar in size and complexity to the City, as described in Table 2. We have summarized the public-sector system consulting projects, inclusive of respective legacy systems and population data, with which our firm has assisted. The projects that involved migrating from the CentralSquare legacy system are featured in bold.

Table 2: BerryDunn's Public-Sector System Selection Consulting Clients

The City will benefit from our experience assisting public sector clients migrate from CentralSquare legacy system to modern solutions.

Client (Population)	System Type (Legacy System)	Needs Assessment/ Gap Analysis	Requirements Gathering	RFP Development	Evaluation Criteria Development	Software Selection Assistance	Contract Negotiation Assistance	Implementation Assistance
Albemarle County, Virginia (107,000)	HR and Payroll (Microsoft Great Plains)	✓						
Arlington Public Schools, Virginia (26,000 students)	ERP (Oracle)	✓	✓					
Berks County, Pennsylvania (415,000)	Computer-Assisted Mass Appraisal (CAMA) and Tax Collection (Tyler CLT and In-House Applications), Human Resource (HR) Management System (NuView), and Payroll System (Cort)	✓	✓	✓	✓	✓	✓	
Carver County, Minnesota (102,100)	Human Resource Information System (HRIS) (High Line NextGen)							✓
City of Alexandria, Virginia (150,000)	Land Management and Permitting (Accela Tidemark)	✓	✓	✓	✓	✓	✓	
City of Allen, Texas (85,000)	ERP (SunGard HTE)							✓
City of Beaverton, Oregon (97,000)	Community Development (Customized System)	✓	✓	✓	✓	✓	✓	
City of Bismarck, North Dakota (67,000)	Community Development (Non-Integrated Systems)	✓	✓	✓	✓	✓	✓	✓

Client (Population)	System Type (Legacy System)	Needs Assessment/ Gap Analysis	Requirements Gathering	RFP Development	Evaluation Criteria Development	Software Selection Assistance	Contract Negotiation Assistance	Implementation Assistance
City of Bloomington, Minnesota (86,000)	ERP (SunGard HTE), Community Development (Non-Integrated Systems)	✓	✓	✓	✓	✓	✓	✓
City of Boca Raton, Florida (91,000)	ERP (SunGard HTE and Infor Infinium), Community Development (SunGard HTE), and Utility Billing (SunGard HTE)	✓	✓	✓	✓	✓	✓	✓
City of Boulder, Colorado (105,000)	ERP (Non-Integrated Customized Systems)							✓
City of Brighton, Colorado (40,000)	ERP (Innoprise)	✓	✓	✓	✓	✓	✓	
City of Broken Arrow, Oklahoma (112,000)	ERP, Community Development, Utility Billing, Computer-Aided Dispatch (CAD)-Records Management Systems (RMS), Municipal Court, Jail Management, and Law Enforcement Records Management (SunGard HTE, ExecuTime)	✓	✓	✓	✓	✓	✓	
City of Cedar Hill, Texas (49,000)	Point of Sale (POS) (CLASS)	✓	✓	✓	✓		✓	
City of Chaska, Minnesota (26,000)	Time and Attendance (Paper and Disparate Applications)	✓					✓	✓

Client (Population)	System Type (Legacy System)	Needs Assessment/ Gap Analysis	Requirements Gathering	RFP Development	Evaluation Criteria Development	Software Selection Assistance	Contract Negotiation Assistance	Implementation Assistance
City of College Station, Texas (95,000)	ERP (<i>SunGard HTE</i>), Community Development (<i>SunGard HTE</i>), and Utility Billing (<i>SunGard HTE</i>)	✓	✓	✓	✓	✓	✓	✓
City of Coral Springs, Florida (128,000)	Community Development (<i>SunGard HTE</i>) and Utility Billing (<i>SunGard HTE</i>)	✓	✓	✓	✓	✓	✓	
City of Dover, Delaware (37,453)	Community Development (<i>SunGard HTE</i>) and Utility Billing (<i>SunGard HTE</i>)	✓	✓	✓	✓	✓	✓	✓
City of Duncanville, Texas (40,000)	ERP (<i>Banner</i>)							✓
City of Edina, Minnesota (52,000)	ERP (<i>JD Edwards</i>) and Utility Billing (<i>Advanced Utilities</i>)	✓	✓	✓	✓	✓	✓	
City of Farmers Branch, Texas (35,000)	ERP (<i>SunGard HTE</i>), Community Development (<i>MyGov</i>), and Utility Billing (<i>SunGard HTE</i>)	✓	✓	✓	✓	✓	✓	✓
City of Fort Collins, Colorado (165,000)	ERP (<i>JD Edwards EnterpriseOne</i>)	✓						
City of Fountain Valley, California (56,000)	ERP (<i>Tyler Technologies Incode</i>)	✓						

Client (Population)	System Type (Legacy System)	Needs Assessment/ Gap Analysis	Requirements Gathering	RFP Development	Evaluation Criteria Development	Software Selection Assistance	Contract Negotiation Assistance	Implementation Assistance
City of Fredericksburg, Virginia (27,000)	ERP (Bright and Associates [BAI]), Community Development (BAI), Utility Billing (BAI), and CAMA (Stonewall)	✓	✓	✓	✓	✓	✓	✓
City of Frisco, Texas (177,000)	Electronic Plan Review (EPR) (Paper and Disparate Applications)	✓						
City of Gahanna, Ohio (35,000)	ERP (SunGard eFinancePlus)	✓	✓	✓	✓	✓	✓	✓
City of Garland, Texas (238,000)	HRIS (High Line NextGen)	✓						
City of Glendale, Arizona (237,000)	ERP (PeopleSoft)	✓	✓	✓	✓	✓	✓	✓
City of Grand Prairie, Texas (193,837)	Community Development (SunGard HTE)							✓
City of Grants Pass, Oregon (35,000)	Utility Billing (SunGard HTE)							✓
City of Homestead, Florida (65,000)	Community Development (SunGard Community Plus)	✓	✓	✓	✓	✓	✓	✓
City of Independence, Missouri (117,000)	ERP (Oracle J.D Edwards World)	✓	✓	✓	✓	✓	✓	✓
City of Irving, Texas (230,000)	ERP (Banner) and Utility Billing (Harris inHANCE)	✓	✓	✓	✓	✓	✓	✓
City of La Mesa, California (60,000)	ERP (FinancePlus)	✓						

Client (Population)	System Type (Legacy System)	Needs Assessment/ Gap Analysis	Requirements Gathering	RFP Development	Evaluation Criteria Development	Software Selection Assistance	Contract Negotiation Assistance	Implementation Assistance
City of La Vista, Nebraska (13,000)	ERP and Community Development (Summit Data-Tech)	✓	✓	✓	✓	✓	✓	
City of Long Beach, California (470,000)	Financial Accounting System (FAMIS), HR, and Payroll Systems (EMPOWER)							✓
City of Manassas, Virginia (37,000)	ERP (SunGard HTE), Community Development (SunGard HTE), and Utility Billing (Daffron CIS)	✓	✓	✓	✓	✓	✓	✓
City of McKinney, Texas (181,000)	ERP (SunGard HTE), Asset Management and Work Orders (NuMix), and Utility Billing (SunGard HTE)	✓	✓	✓	✓	✓	✓	
City of Medicine Hat, Alberta (61,000)	ERP (Oracle JD Edwards)	✓	✓	✓	✓	✓	✓	✓
City of Mesquite, Texas (134,000)	ERP (Performance), Community Development (Non-Integrated Systems), Utility Billing (SunGard HTE), and Municipal Courts (Non-Integrated Customized Systems)	✓	✓	✓	✓	✓	✓	✓
City of Midland, Texas (119,000)	ERP (CGI) and CAD-RMS (Tiburon and Spillman Technologies)	✓	✓	✓	✓	✓	✓	✓
City of Novato, California (52,000)	ERP (SunGard HTE)	✓	✓	✓	✓	✓	✓	

Client (Population)	System Type (Legacy System)	Needs Assessment/ Gap Analysis	Requirements Gathering	RFP Development	Evaluation Criteria Development	Software Selection Assistance	Contract Negotiation Assistance	Implementation Assistance
City of Ormond Beach, Florida (42,000)	ERP (<i>SunGard HTE</i>), Community Development (<i>SunGard HTE</i>), and Utility Billing (<i>SunGard HTE</i>)							✓
City of Pearland, Texas (96,000)	ERP (<i>SunGard HTE</i>), Community Development (<i>SunGard HTE</i>), and Utility Billing (<i>SunGard HTE</i>)	✓	✓	✓	✓	✓	✓	✓
City of Philadelphia, Pennsylvania (1,581,000)	Right of Way Management System and Code Violation System (<i>Custom-Developed Applications</i>)	✓	✓					
City of Prior Lake, Minnesota (23,000)	ERP (<i>UST Financials</i>)	✓	✓	✓	✓	✓	✓	✓
City of Rapid City, South Dakota (72,000)	ERP (<i>SunGard Bitech</i>)			✓	✓		✓	✓
City of Richland, Washington (53,000)	ERP (<i>Harris GEMS</i>), Community Development (<i>Harris BluePrince</i>), and Utility Billing (<i>Harris Advanced Utilities</i>)	✓	✓	✓	✓	✓	✓	✓
City of Santa Fe, New Mexico (70,000)	ERP (<i>Oracle JD Edwards EnterpriseOne</i> and <i>SunGard HTE</i>), Community Development (<i>SunGard HTE</i>), and Utility Billing (<i>JD Edwards CIS</i>)	✓	✓	✓	✓	✓	✓	✓

Client (Population)	System Type (Legacy System)	Needs Assessment/ Gap Analysis	Requirements Gathering	RFP Development	Evaluation Criteria Development	Software Selection Assistance	Contract Negotiation Assistance	Implementation Assistance
City of Shoreline, Washington (55,000)	ERP (<i>SunGard IFAS</i>) and Utility Billing (<i>Springbrook</i>)		✓	✓	✓	✓	✓	✓
City of Sioux Falls, South Dakota (158,000)	ERP (<i>SunGard HTE</i>) and Asset Management (<i>Infor Hansen</i>)	✓	✓	✓	✓	✓	✓	✓
City of South Jordan, Utah (59,000)	ERP (<i>MS Great Plains</i>)		✓	✓	✓	✓	✓	✓
City of Sugar Land, Texas (89,000)	ERP (<i>SunGard HTE</i> and <i>Tyler Incode</i>)			✓	✓	✓	✓	✓
City of Surprise, Arizona (121,000)	ERP (<i>Mitchell Humphries FMS</i> and <i>Vista PDS</i>), Community Development (<i>Custom-Developed Application</i>), and Utility Billing (<i>American Water Third-Party System</i>)	✓	✓	✓	✓	✓	✓	✓
City of Tucson, Arizona (525,000)	Community Development (<i>Accela Permits Plus</i>)	✓	✓	✓	✓	✓	✓	✓
City of Waynesboro, Virginia (21,000)	ERP (<i>SunGard HTE</i>), Community Development (<i>SunGard HTE</i>), Utility Billing (<i>SunGard HTE</i>), and Tax Billing (<i>SunGard HTE</i>)	✓	✓	✓	✓	✓	✓	✓

Client (Population)	System Type (Legacy System)	Needs Assessment/ Gap Analysis	Requirements Gathering	RFP Development	Evaluation Criteria Development	Software Selection Assistance	Contract Negotiation Assistance	Implementation Assistance
City of Weatherford, Texas (31,000)	ERP and Utility Billing (Tyler Technologies Incode), CAD-RMS (CRIMES)	✓	✓	✓	✓	✓	✓	✓
City of West Jordan, Utah (108,000)	ERP (SunGard Pentamotion)		✓	✓	✓	✓	✓	
City of Wilmington, North Carolina (117,000)	ERP, Community Development, and Asset Management (SunGard HTE)	✓	✓	✓	✓	✓	✓	✓
Coconino County, Arizona (140,000)	ERP (SunGard HTE) and Community Development Licensing (Dude Solutions)						✓	✓
Gallatin County, Montana (100,000)	Financial (Tyler Technologies Eden) and CAD-RMS (Intergraph I/LEADS)	✓	✓	✓	✓	✓	✓	
Goochland County, Virginia (23,000)	ERP and Tax (BAI)	✓	✓	✓	✓	✓	✓	✓
Henrico County, Virginia (325,000)	Electronic Health Record (EHR) (Cerner – Anasazi)	✓	✓	✓	✓	✓		
Hillsborough County, Florida (1,234,000)	HR and Payroll (Non-Integrated Customized Systems)		✓	✓	✓	✓	✓	
Kent County, Delaware (170,000)	Financial (New World), Land Management (SunGard HTE), and CAMA (Microsolve)	✓						

Client (Population)	System Type (Legacy System)	Needs Assessment/ Gap Analysis	Requirements Gathering	RFP Development	Evaluation Criteria Development	Software Selection Assistance	Contract Negotiation Assistance	Implementation Assistance
Lake County, Illinois (700,000)	Community Development (<i>Infor Hansen</i>)	✓	✓	✓	✓	✓	✓	
Louisville/Jefferson County Metro, Kentucky (740,000)	ERP (<i>PeopleSoft and Oracle E-Business Suite</i>)	✓	✓	✓	✓	✓	✓	
Minnehaha County, South Dakota (183,000)	ERP and Tax (<i>Non-Integrated Systems</i>)	✓	✓	✓	✓	✓	✓	✓
Mobile County, Alabama (415,000)	EHR (<i>Greenway</i>)	✓	✓	✓	✓	✓	✓	
Montgomery County Public Schools, Maryland (1,040,000)	ERP (<i>Oracle and Lawson</i>)	✓						
New Kent County, Virginia (18,000)	ERP (<i>BAI</i>)	✓	✓	✓	✓	✓	✓	
Newport School District, New Hampshire (1,000 students)	ERP (<i>Tyler Technologies Infinite Visions</i>)	✓						
Outagamie County, Wisconsin (184,000)	Community Development (<i>Non-Integrated Customized Systems</i>) and CAD-RMS (<i>TriTech and Motorola Premier One CAD</i>)	✓	✓	✓	✓	✓	✓	✓
Pitkin County, Colorado (18,000)	ERP (<i>Tyler Technologies Eden</i>) and Community Development (<i>Tyler Technologies Eden and BlueBeam</i>)	✓	✓	✓	✓	✓	✓	✓

Client (Population)	System Type (Legacy System)	Needs Assessment/ Gap Analysis	Requirements Gathering	RFP Development	Evaluation Criteria Development	Software Selection Assistance	Contract Negotiation Assistance	Implementation Assistance
Round Rock Independ School District, Texas (48,000 students)	ERP (Tyler Technologies Munis)							✓
Saginaw County, Michigan (191,000)	ERP, Court Case Management, Prosecution Management, Jail Management, and Probation Management (Non-Integrated Custom Systems)	✓	✓	✓	✓	✓	✓	
Scott County, Iowa (166,000)	ERP (Platinum)	✓	✓	✓	✓	✓	✓	✓
Scott County, Minnesota (143,000)	ERP (Infor)	✓						
South Carolina Department of Health and Environmental Control	Client Automated Record and Encounter System (CARES)	✓	✓	✓	✓	✓		
St. Clair County Circuit Court, Illinois (270,000)	Court, Probation, State's Attorney, and Jail Case Management Systems (FACTS, ICJ Criminal, and FMS)	✓	✓	✓	✓			
Sussex County, Delaware (200,000)	ERP (Oracle JD Edwards)	✓	✓	✓	✓	✓	✓	
Town of Greenwich, Connecticut (62,000)	Human Capital Management System (Tyler Technologies' MUNIS)	✓	✓	✓	✓	✓	✓	✓
Town of Herndon, Virginia (22,000)	ERP (SunGard HTE)	✓	✓	✓	✓	✓	✓	
Town of Lisbon, Maine (9,000)	ERP (Tyler Technologies Munis)							✓

Client (Population)	System Type (Legacy System)	Needs Assessment/ Gap Analysis	Requirements Gathering	RFP Development	Evaluation Criteria Development	Software Selection Assistance	Contract Negotiation Assistance	Implementation Assistance
Village of Downers Grove, Illinois* (49,000)	ERP (Tyler Technologies Eden)	✓	✓	✓	✓	✓	✓	
Village of Oak Park, Illinois (52,000)	ERP (PeopleSoft) Community Development (Accela Tidemark)	✓	✓	✓	✓	✓	✓	✓
Washington County, Minnesota (252,000)	HR and Payroll (Infor Infinium)	✓	✓	✓	✓	✓	✓	✓
Washtenaw County, Michigan (350,000)	ERP (Oracle JD Edwards)	✓	✓	✓	✓	✓	✓	✓

Providing Project Management and Oversight Services

BerryDunn has extensive experience providing project management and oversight services for financial enterprise system projects, as shown in Table 3 below. We have a structured and proactive approach to project management that we have refined and proven across these system implementations.

Table 3: Project Management/Oversight Clients

Client	Service Provided	System Implemented
City of Long Beach, California <i>Population: 470,000</i>	IV&V/Quality Assurance	Munis ERP
Washtenaw County, Michigan <i>Population: 345,000</i>	Project Management	Munis ERP
Washington County, Minnesota <i>Population: 250,000</i>	Project Oversight	Highline Human Resource Information System (HRIS)
City of Glendale, Arizona <i>Population: 235,000</i>	Project Management	Munis ERP
Sussex County, Delaware <i>Population: 216,000</i>	Project Oversight	Tyler IAS World (CAMA)
Minnehaha County, South Dakota <i>Population: 185,000</i>	Project Management	Munis ERP and Incode Tax
Scott County, Iowa <i>Population: 167,000</i>	IV&V	New World Systems ERP
City of Sioux Falls, South Dakota <i>Population: 157,000</i>	Project Oversight	Munis ERP and EnerGov Community Development
City of Mesquite, Texas <i>Population: 143,000</i>	Project Management	Munis ERP, Incode Courts, and Tyler Utility Billing
Coconino County, Arizona <i>Population: 140,000</i>	Project Oversight	Munis ERP
City of Surprise, Arizona <i>Population: 126,000</i>	Project Management	Munis ERP and EnerGov Community Development
City of Wilmington, North Carolina <i>Population: 118,000</i>	Project Management	Munis ERP
City of Independence, Missouri <i>Population: 117,000</i>	Project Oversight	Munis ERP

Client	Service Provided	System Implemented
City of Boulder, Colorado <i>Population: 103,000</i>	Project Management	Munis ERP
Carver County, Minnesota <i>Population: 99,000</i>	Project Oversight	Highline Human Resource Information System (HRIS)
City of Pearland, Texas <i>Population: 96,000</i>	Project Oversight	New World Systems ERP
City of College Station, Texas <i>Population: 95,000</i>	Project Management	Munis ERP and TRAKiT Community Development
City of Allen, Texas <i>Population: 94,000</i>	Project Oversight	Munis ERP and EnerGov Community Development
City of Nashua, New Hampshire <i>Population: 88,000</i>	Project Management	Infor/Lawson ERP
City of Bloomington, Minnesota <i>Population: 86,000</i>	Project Oversight	Munis ERP
City of Santa Fe, New Mexico <i>Population: 70,000</i>	Project Management	Munis ERP, EnerGov, and Kronos Telestaff and Workforce Central
City of Rapid City, South Dakota <i>Population: 70,000</i>	Project Oversight	Munis ERP
City of Bismarck, North Dakota <i>Population: 65,000</i>	IV&V/Quality Assurance	CRW (Now Superior TRAKiT) Community Development
City of South Jordan, Utah <i>Population: 62,000</i>	Project Oversight	Munis ERP and CityView Community Development
City of Medicine Hat, Alberta <i>Population: 61,000</i>	Project Oversight	Unit4 ERP
Town of Greenwich, Connecticut <i>Population: 61,000</i>	Project Management	ADP HRIS
City of Richland, Washington <i>Population: 55,000</i>	Project Oversight	Munis ERP
City of Ormond Beach, Florida <i>Population: 42,000</i>	Project Management	Munis ERP
City of Manassas, Virginia <i>Population: 42,000</i>	Project Oversight	Munis ERP and EnerGov Community Development

Client	Service Provided	System Implemented
City of Duncanville, Texas <i>Population: 38,000</i>	Project Management	Munis ERP
City of Dover, Delaware <i>Population: 38,000</i>	Project Oversight	Munis ERP
City of Farmers Branch, Texas <i>Population: 35,000</i>	Project Management	Munis ERP, EnerGov Community Development
City of Chaska, Minnesota <i>Population: 26,000</i>	Project Oversight	Munis Time and Attendance
City of Prior Lake, Minnesota <i>Population: 24,000</i>	Project Management	BS&A ERP
City of Waynesboro, Virginia <i>Population: 21,000</i>	Project Oversight	Munis ERP and EnerGov Community Development
Round Rock Independent School District (ISD) <i>48,000 students enrolled</i>	Project Oversight	Munis ERP Financials and Human Resources

Attachment 5: Sample Work Products

On the following pages, we have included samples of deliverables the City can expect to receive while working with our team. These deliverables show both our data collection methodology, focus on clear communication, and a high-level look at the issues and risks we address during project management oversight to keep a perfect on track. The City will receive the same attention to detail and quality in the deliverables BerryDunn will produce during this engagement.

For each sample deliverable, we have included a brief descriptor and the benefit the document provides our clients below.

BerryDunn Project Work Samples

Work Sample	Benefit to the City
Project Management Team Status Update	During implementation, the Project Management Team (PMT) will submit regular status updates to the City, with a focus on ongoing risk and issues that could affect the timeline for go-live. Ongoing updates will allow the City to clearly track progress and communicate to stakeholders as implementation continues.
Implementation Monthly Status Report	This monthly status report gives a detailed account of tasks completed to-date, risks and/or issues encountered, and the steps taken to address them. These reports maintain accountability, and allow the City to be abreast of any problems, as well as give the City the chance to amend the timeline as needed.
Implementation Project Management Plan	This deliverable will act as the guiding map, timeline, and reference for the City during implementation. The City will have regular opportunities to review this plan as it is being developed, and, as a living document, it can be updated to reflect any necessary changes to timeline or communication.
OCM Communications Management Plan	This first draft sample gives a high-level view of the contents and structure of a communications plan focused on streamlining and prioritizing organizational change management activities throughout an implementation project. The City's OCM team is able to review and approve all updates to the plan, which is intended to be a living document.

Client Name

Project Name

Project Management Team Status Meeting Agenda

Meeting Specifics	
Date/Time	
Location	
Attachments	
Required Attendees	
Optional Attendees	
Attendance Record	

Item	Current Week Topics and Description
1	
2	
3	
4	
5	

Completed Accomplishments from Previous Reporting Period		
Item #	Accomplishment	Owner
1		
2		
3		
4		
5		

Upcoming Project Tasks			
Item #	Task	Owner	Due Date
1			

Upcoming Project Tasks			
Item #	Task	Owner	Due Date
2			
3			
4			
5			

Project Issues and Risks				
Item #	Risk/Issue	Category	Impact	Status
R.1				
R.2				
R.3				
I.1				
I.2				
I.3				



Client Name



Monthly Status Report
Date

Version #

Date

Version	Delivered Date	Update Reason
Draft 1	Date	Draft 1 delivered to the Client Project Management Team (PMT) for review
Version 1	Date	Version 1 updated with Client PMT feedback

Agenda – Executive Steering Committee

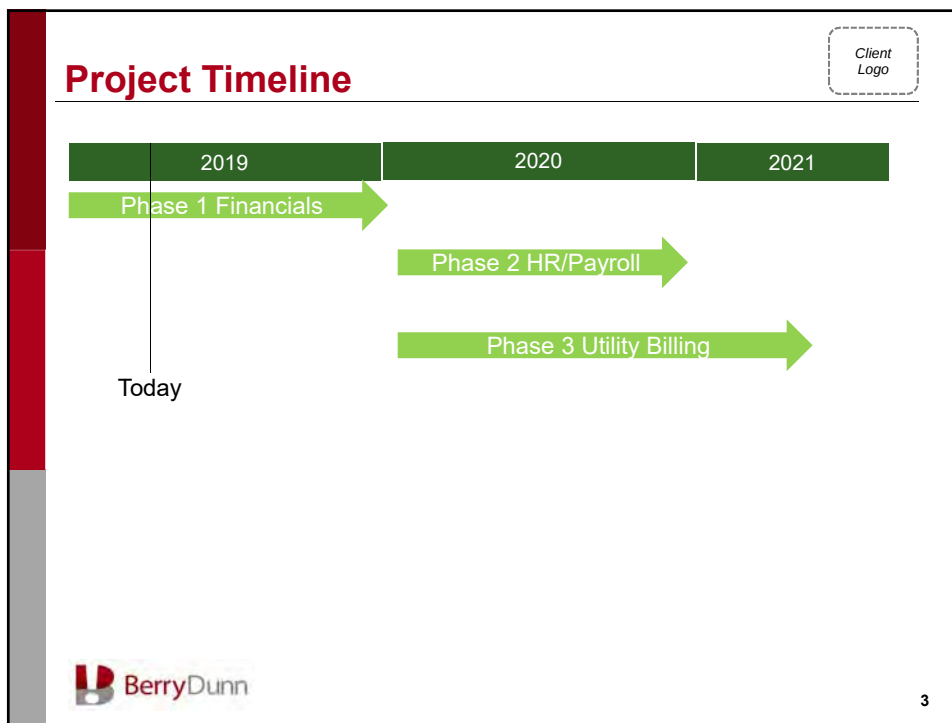


Date

9:00 a.m. – 10:00 a.m.

1. Introductions
2. Review the Project Status Report
 - a. Recently Completed and Upcoming Project Activities
 - b. Issue and Risk Summary
 - c. Issue Register Summary
 - d. Risk Register Summary
 - e. Project Budget Summary
 - f. Key Decision Points
 - g. BerryDunn Implementation Assistance Update
3. Confirm timing of next Steering Committee Meeting
4. Discuss additional items from the Steering Committee





Reporting Period Project Activity

Client Logo

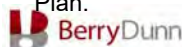
1. The Client's PMT and Project Manager (PM) met weekly for project status updates.
2. The Client's PMT, PM, and Vendor PM met weekly for Vendor status calls.
3. A focus for the Client's Finance team in March was development of the Chart of Accounts (COA).
4. On March 1, The Client's Finance team began the process of resolving first-pass COA errors and building a second-pass COA. Vendor provided a first-pass COA error report on February 28 for the first-pass COA that was submitted to Vendor in February.
5. The Client's Finance team submitted a second-pass COA to Vendor on March 4. Vendor provided a second-pass COA error report on March 11. The Client's Finance team began the process of resolving the second-pass COA errors and building a third-pass COA.
6. On March 11, the Client's Finance team submitted a third-pass COA to Vendor. Vendor provided a third-pass COA error report on March 15. The Client's Finance team began the process of resolving the third-pass COA errors and building a fourth-pass COA.

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Reporting Period Project Activity

Client
Logo

7. On March 18, The Client's Finance team submitted a fourth-pass COA to Vendor. On March 22, Vendor indicated that the fourth-pass COA was error-free. The Client's Technical team loaded the fourth-pass COA into the Train environment on March 25.
8. Vendor installed the system onto the Client's hardware infrastructure March 5 – 8, with support from the Client's Technical team. The installation was substantially completed, with the exception of some external Special Products, such as Vendor Cashiering, ExecuTime, Vendor311, and MapLink planned for installation later in March.
9. On March 29, it was reported that the installation was complete, including all external Special Products.
10. The Client's Executive Steering Committee (ESC) met March 14, to review project status. Decision D.1 was confirmed.
11. On March 20, the Vendor PM provided a revised Phase 1 Project Plan. The Client's PMT had requested updates to the plan based on findings identified in BerryDunn's deliverable review of the plan conducted in February. On March 22, the Client's PMT confirmed acceptance of the Phase 1 Project Plan.



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Reporting Period Project Activity

Client
Logo

12. The Client's Finance team completed development of a first-pass Accounts Payable (AP) vendor master conversion file and submitted it to Vendor on March 23. Vendor began processing the first-pass AP vendor master conversion file and an error report is anticipated by mid-April.
13. Vendor conducted Phase 1 Current State/Future State analysis sessions March 26 – 28, that covered the topics of accounts payable, purchasing, contract management, general ledger, and project and grant accounting. Documentation and specification were developed for the Vendor Configuration sessions scheduled for late April and early May.
14. The Client's Change Management Team (CMT) met on March 14 and 28. The project change management strategy and communication plan were discussed. The Client's PM and Business Analyst member of the PMT also attended the March 28, meeting and the approach and timeline to finalize the change management strategy was confirmed. The CMT intends to provide a change management strategy and communication plan to the Client's PMT for review by April 5.



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Upcoming Project Activity

Client
Logo

1. The Client's PMT and PM will continue to meet weekly for project status updates.
2. The Client's PMT, PM, and Vendor PM will continue to meet weekly for Vendor status calls.
3. Vendor will conduct Current State/Future State analysis sessions April 2 – 4, that will cover the topics of capital assets, treasury management, accounts receivable, general billing, budgeting, bid management, and Vendor cashing. Documentation and specifications will be developed for the Vendor Configuration sessions scheduled for late April and early May.
4. The Client's ESC will meet April 11.
5. The Client's CMT is scheduled to meet April 11 and April 25.
6. Vendor will conduct Configuration sessions April 23 – 25. The Financial system will be configured by The Client's Finance team and Vendor according to the future state specifications developed in late March and early April.



7

Project Health Indicators

Client
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Project Health Reports	Overall	Schedule	Scope	Client Staffing	Vendor Staffing	Issues	Risks
Trend	↔	↔	↔	↔	↔	↔	↔
Current Period – March 2019	G	G	G	G	G	G	G
February 2019	G	G	G	G	G	G	G



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Risk and Issue Overview

Client
Logo

Issue and Risk Status	Issues			Risks		
	Low Impact	High Impact	Total	Low Impact	High Impact	Total
New (Opened This Period)	0	0	0	0	0	0
Closed (Closed This Period)	0	1	1	0	0	0
Current (Actively Monitored)	1	1	2	5	8	13

Category	Technical	Project Management	Organizational	Contractual	All Categories	Total
Issues	0	0	2	0	0	2
Risks	1	1	3	0	8	13



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Risk and Issue Summary

Client
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Risk / Issue ID	Name	Status	Date Opened	Category
Issue I.1	Phase 1 Project Plan	Closed	1/11/2019	Project Management
Issue I.2	Naming of ICs	Closed	1/11/2019	Project Management
Issue I.3	Hardware	Closed	1/11/2019	Technical
Issue I.4	Change Management Strategy	Open	1/11/2019	Organizational
Issue I.5	Policy, Procedure and Business Process Change Communication	Open	1/11/2019	Organizational
Risk R.1	Limited Staff Time	Open	1/11/2019	Organizational
Risk R.2	Stakeholder Involvement	Open	11/11/2019	Organizational
Risk R.3	Functional Expectations	Open	1/11/2019	Project Management
Risk R.4	City Staff Turnover	Open	1/11/2019	Organizational
Risk R.5	Staff Resistance to Change	Open	1/11/2019	All Categories
Risk R.6	Lack of responsiveness to City Inquiries	Open	1/11/2019	All Categories
Risk R.7	Retention / Retirement of Third-Party Point Solutions	Open	1/11/2019	All Categories
Risk R.8	Staffing Changes	Open	1/11/2019	All Categories
Risk R.9	Timeliness of Policy Decisions	Open	1/11/2019	All Categories
Risk R.10	External Interface programming	Open	1/11/2019	Technical
Risk R.11	A Lack of Consistent and Timely Communications	Open	1/11/2019	All Categories
Risk R.12	Change Acceptance/Schedule Compression	Open	1/11/2019	All Categories
Risk R.13	IC Experience	Open	2/1/2019	All Categories



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Risk and Issue Updates

Client
Logo

I.1 Vendor Phase 1 Project Plan

On March 20, the Vendor PM provided a revised Phase 1 Project Plan that had been updated per feedback based on a BerryDunn deliverable review of the plan conducted in February. The PMT confirmed on March 22, that the revised Phase 1 Project Plan is acceptable and the Vendor PM was notified accordingly. On March 29, the PMT confirmed that this issue can be closed.

I.4 Change Management Strategy

During the March 28 CMT meeting, the approach and timeline to finalize the change management strategy and communication plan was confirmed. Attendees included the Client's Change Management Lead and Team, PM, and Business Analyst member of the PMT. The CMT intends to provide a change management strategy and communication plan to the PMT for review by April 5.

R.13 Vendor Implementation Consultant (IC) Experience

Vendor IC performance during March was reported to be satisfactory. The Client's PMT and PM will continue to closely monitor IC performance and communicate with the Vendor PM accordingly.



11

Budget Summary

Client
Logo

Anticipated 30-Month Expenditures – As of March 31, 2019

Description	Total Budget (\$)	Expended to Date (\$)	Budget Remaining (\$)	Expended to Date (%)	Status Indicator	Status Notes
Vendor Technologies						
– Software and Licenses	Redacted	Redacted	Redacted	Redacted	On Track	
– Professional Services	Redacted	Redacted	Redacted	Redacted	On Track	
– Third-Party Hardware, Software, and Services	Redacted	Redacted	Redacted	Redacted	On Track	
– Recurring Fees	Redacted	Redacted	Redacted	Redacted	On Track	
– Travel Expenses	Redacted	Redacted	Redacted	Redacted	On Track	
Implementation						
Project Management						
– BerryDunn Services	Redacted	Redacted	Redacted	Redacted	On Track	
– BerryDunn Travel Expenses	Redacted	Redacted	Redacted	Redacted	On Track	
Hardware	Redacted	Redacted	Redacted	Redacted	On Track	



12

Key Decision Points

Client
Logo

No.	Decision Point	Date	Update
D.1	Client Stakeholder Confirmation – The Client, with assistance from BerryDunn, has confirmed its ERP Implementation Project governance structure, stakeholder groups, roles, and membership of each group. Names will be maintained for the duration of the project.	January 29, 2019	Confirmed



13

BerryDunn Implementation Assistance

Client
Logo

1. BerryDunn led weekly status meetings with the Client's PMT during March.
2. BerryDunn coordinated and helped facilitate weekly status calls with the Client's PMT and Vendor PM during March.
3. BerryDunn coordinated and facilitated the monthly ESC meeting on March 14, to review project status.
4. BerryDunn attended, helped facilitate, and provided feedback for the Vendor Current State/Future State sessions held March 26 - 28.
5. BerryDunn attended and provided feedback for the CMT meeting held March 28.
6. BerryDunn developed the draft March Status Report and delivered it to the Client's PMT on April 2.



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Name of Project

Sample Project Management Plan

Draft Version 1

Date Inserted Here

Prepared for:

Client Name Here

Street Address

City, State Zip Code

Client Name
Name of Project

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Table 1: Version History of the Plan

Version	Delivered Date	Update Reason
Draft 1	Date Inserted Here	Draft 1 delivered to the Client for review



[Client Name]

[Project Name]



Organizational Change Management (OCM) Communications Plan

Draft 1

Delivered: <date>

Prepared for:

CLIENT

Address line 1

Address line 2

[Client Name]
[Project Name]
Communications Plan
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Table i: Version History of the Document

Version	Delivered Date	Update Reason
Draft 1	<date>	Draft 1 delivered to the CLIENT Organizational Change Management (OCM) Team for review

Attachment 6: Awarded Contracts

In the table below, we have provided a list of local government contracts awarded to our firm in the last three years. Because BerryDunn places significant emphasis on information security, accessibility, confidentiality, and integrity of customers' data, the contact information for our clients, especially for current and ongoing projects, is given out upon request. As a firm, we take significant and measured steps to secure and maintain confidential client information, and our professional standards require us to maintain client information in the strictest confidence. We also emphasize the importance of this confidentiality with all of our firm personnel.

Table 1: BerryDunn Local Government Awarded Contracts, 2017 – 2020

State	Client	Project	Project Year	Contract Amount
AZ	City of Tucson	Cost of Service Study and Fee Schedule Redesign	2017	\$81,000
AZ	City of Tucson	Permitting System Implementation	2018	\$533,878
AZ	Maricopa County	Elections Department Fees Study	2019	\$39,442
AZ	Maricopa County	IAD Recorder's Office Election Process	2018	\$39,550
AZ	Maricopa County	Maricopa County Sheriff's Office Bonds, Fines, and Court Order Processing Audit	2019	\$133,560
CA	Bay Area Air Quality Management District	Information Security Evaluation	2019	\$127,400
CA	City of Alameda	Project Management Services for ERP System Implementation	2019	\$720,000
CA	City of Fountain Valley	ERP System Replacement Feasibility Study, RFP Development, and System Selection Assistance	2018	\$48,000
CA	City of La Mesa	ERP Planning	2018	\$5,000
CA	City of Long Beach	ERP Implementation Quality Assurance Services	2017	\$485,000
CA	City of San Jose	Training and Organizational Development Consulting Services	2019	\$0 (master contract)

State	Client	Project	Project Year	Contract Amount
CO	City of Aurora	Customer Information System Consulting Services	2019	\$129,700
CO	City of Brighton	ERP Consulting Services	2018	\$79,900
CO	City of Northglenn	Police Department Staffing and Operations Assessment	2019	\$79,800
CO	Denver City Auditor's Office	Audit of M/WBE/DBE Program	2019	\$64,001
CO	Larimer County	HIPAA/HITECH Risk Assessments and Compliance Development	2018	\$116,640
CO	Pitkin County	CD System Selection and Implementation Assistance	2020	\$215,900
CO	Pitkin County	ERP Needs Assessment and System Selection Project	2020	\$318,000
CO	Tri-County Health Department	Replacement of Financial Management System	2019	\$80,000
DE	City of Dover	ERP System Implementation Project Oversight	2017	\$210,000
DE	Sussex County	CAMA System Implementation Oversight	2017	\$50,000
FL	City of Boca Raton	Community Development System Selection and Implementation Assistance	2017	\$479,0101
FL	City of Boca Raton	Utility Billing System Selection and Implementation Assistance	2017	\$430,550
FL	City of Boca Raton	ERP Implementation Oversight	2019	\$733,000
FL	City of Coral Springs	Business Process Mapping	2017	\$63,825
FL	City of Coral Springs	Pension Management System for Police and Fire Department Retirement Plans	2017	\$10,545
FL	City of Gainesville	IT Consulting	2018	\$0 (master contract)
FL	City of Lauderdale Lakes	Parks and Recreation Master Plan	2019	\$93,750
FL	City of Ormond Beach	IT Staffing Continuity Review	2019	\$1,850

State	Client	Project	Project Year	Contract Amount
FL	City of Ormond Beach	Utility Billing Project Oversight	2018	\$110,000
FL	City of Parkland	Parks & Recreation Master Plan	2019	\$84,000
FL	Collier County	ERP Consulting Services	2019	\$44,600
FL	Monroe County	ERP Consulting Services	2019	\$108,000
FL	Pasco County	PCI DSS Compliance Audit	2018	\$39,326
FL	Town of Longboat Key	Comprehensive Fee Study	2018	\$39,850
GA	Glynn County	Fire Department Study	2019	\$68,902
HI	County of Kaua'i	Human Resource Management System (HRMS) Initiative	2019	\$225,000
IL	Lake County	Audit of Contract Deliverables for e-Filing Assessment	2019	\$71,984
IL	St. Clair County	Court Case Management System Procurement Services	2018	\$84,000
IL	Village of Downers Grove	ERP System Selection and Implementation Consulting	2019	\$107,000
IL	St. Charles Park District	Indoor Needs Space Study	2020	\$65,000
IN	City of Bloomington	IT Strategic Plan	2018	\$34,800
KY	Louisville/Jefferson County Metro Government	Enterprise Resource Planning Development	2019	\$180,000
MA	City of Boston	Business Process Mapping and Improvement of Right of Way Coordination and Management	2019	\$79,905
MA	City of Boston	Software Licensing Management	2018	\$383,500
MA	City of Worcester	IT Strategic Planning Consulting	2019	\$120,000
MA	Springfield Water and Sewer Commission	HR Director Executive Search	2017	\$20,000

State	Client	Project	Project Year	Contract Amount
MA	Town of Lexington	Visioning Sessions for Human Services and Recreation and Community Programs	2019	\$1,950
MD	City of Rockville	Workflow Mapping Consulting Services	2018	\$75,000
MD	Montgomery County Public Schools	ERP Upgrade Assessment	2017	\$90,000
MD	Maryland National Capital Parks and Planning Commission	Youth Sports Strategic Plan	2020	\$230,000
ME	Town of Lisbon	ERP Planning	2018	\$5,000
ME	Town of Scarborough	Sport Facility Feasibility Study	2019-	\$16,000
ME	Town of Wells	Permitting Process Review	2017	\$8,000
MI	City of Detroit	Software Management	2019	\$112,975
MI	Ottawa County	Purchasing Process Review	2018-	\$49,900
MI	Saginaw County	CAD/RMS RFP Development	2018	\$83,600
MI	Saginaw County	ERP RFP Development, Vendor Contract Negotiation Assistance, and Implementation Project Management	2018	\$701,000
MI	Saginaw County	Mainframe Modernization	2017	\$37,000
MN	Carver County	HRIS Project Assessment and Oversight	2017	\$200,000
MN	City of Bloomington	Implementation of Data Governance Framework	2018	\$78,260
MN	City of Bloomington	IT Project Management Consulting	2019	\$55,000
MN	City of Duluth	Duluth Police Department Operations Study	2019	\$88,148
MN	City of Edina	ERP System Selection and Project Management for System Implementation	2018	\$203,776

State	Client	Project	Project Year	Contract Amount
MN	Scott County	Human Capital Management System Consulting Services Project	2017	\$39,000
MO	Lindbergh Schools	Assessment of Technology Services	2019	\$49,900
NC	City of Charlotte	Police Department Workload Analysis Services	2019	\$0 (master contract)
NC	City of Greensboro	Network Services and Chargeback Model Analysis	2018	\$35,000
NC	Person County	EnerGov Implementation Project Oversight	2019	\$107,000
ND	City of Minot	Project Management and Implementation Services for Tyler Munis	2019	\$508,542
NE	City of La Vista	IT Strategic Plan	2019-	\$49,800
NJ	Somerset County Parks Commission	Strategic Technology Planning	2017	\$80,000
NJ	City of Rio Rancho	City-Wide Technology Needs Assessment	2018	\$68,500
NM	City of Santa Fe	UB System Implementation Project	2017	\$305,000
NY	Niagara County	Document Management Needs Assessment	2018	\$58,010
OH	City of Cleveland Heights	HR/Payroll Assessment	2018	\$61,980
OH	City of Gahanna	ERP Needs Assessment and Selection	2017	\$22,600
OH	WA Township Recreation Department	Strategic and Business Development Plan	2019	\$52,000
OK	City of Broken Arrow	CAD/RMS and Court System Implementation Project Management	2019	\$195,300
OK	City of Broken Arrow	CD, Asset Management, and UB System Implementation Project Management	2019	\$419,650
OK	City of Broken Arrow	ERP System Selection and Implementation Project Management	2018	\$420,550
OK	City of Broken Arrow	GIS Health Check	2019	\$12,000

State	Client	Project	Project Year	Contract Amount
OR	City of Beaverton	Community Development Department Organizational Development	2019	\$30,000
OR	City of Beaverton	Electronic Permitting System Consultant and Implementation Project Manager	2019	\$100,000
PA	Berks County	CAMA System Selection	2017	\$165,000
PA	Berks County	HR/PR System Consulting and Implementation Oversight	2018	\$65,000
PA	City of Philadelphia	Customer Service Consulting Services for Parks & Recreation	2019	\$31,500
PA	City of Philadelphia	PWD Permit Tracking Replacement System	2019	\$69,650
PA	Montgomery County	Technology Staffing Analysis	2018	\$150,000
TN	Metropolitan Government of Nashville Davidson County	IT Assessment of Davidson County Sheriff's Office	2017	\$86,622
TN	Metropolitan Government of Nashville Davidson County	Metro Water Service Security Assessment	2018	\$44,033
TN	Metropolitan Government of Nashville Davidson County	Music City Center PCI-DSS Gap Assessment	2019	\$9,500
TN	Metropolitan Government of Nashville Davidson County	Office of Internal Audit Vendor Audits	2019	\$46,420
TN	Metropolitan Government of Nashville Davidson County	PCI Assessment	2017	\$83,000
TN	Metropolitan Government of Nashville Davidson County	Risk Management	2017	\$318,628
TN	Metropolitan Nashville Public Schools	Cybersecurity Incident Response Exercise and Threat Brief	2019	\$1,800
TX	City of Allen	IT Strategic Planning	2019	\$55,000

State	Client	Project	Project Year	Contract Amount
TX	City of Allen	Utility Billing Project Oversight	2017	\$75,000
TX	City of Arlington	ERP Assessment and RFP Development	2019	\$188,100
TX	City of Burleson	IT Strategic Planning	2017	\$49,780
TX	City of Cedar Hill	Point of Sale System Selection Project	2017	\$6,600
TX	City of DeSoto	ERP Selection and Implementation Project Manager	2019	\$165,000
TX	City of Duncanville	ERP Project Management	2017	\$218,000
TX	City of Duncanville	UB and AMI Implementation Assistance	2019	\$118,400
TX	City of Farmers Branch	Cybersecurity Maturity Assessment	2018	\$35,000
TX	City of Farmers Branch	ERP Project Management	2017	\$765,000
TX	City of Farmers Branch	IT Staffing Analysis	2019	\$18,080
TX	City of Farmers Branch	SCADA Assessment	2019	\$33,670
TX	City of Farmers Branch	COOP and IR Plan	2019	\$33,670
TX	City of Frisco	Electronic Plan Review Audit, Selection Assistance, and Implementation Oversight	2018	\$163,740
TX	City of Garland	HRIS Assessment	2018	\$32,590
TX	City of Grand Prairie	Project Management for Software Replacement and Implementation of PIPE Information System	2018	\$468,000
TX	City of Irving	CD System Needs Assessment and Selection	2019	\$71,550
TX	City of McKinney	ERP System Selection	2018	\$775,000
TX	City of Midland	IT Strategic Plan	2017	\$50,000
TX	City of Sugar Land	ERP System Selection and Implementation	2018	\$356,100

State	Client	Project	Project Year	Contract Amount
TX	City of Weatherford	CAD/RMS Implementation Assistance	2018	\$315,000
TX	City of Weatherford	ERP System Selection and Implementation Assistance	2017	\$585,000
TX	City of Weatherford	CD System Assessment	2019	\$16,720
UT	City of South Jordan	PW Needs Assessment Project	2017	\$26,870
VA	Arlington Public School District	Demographic Information Collection and Management	2018	\$30,000
VA	Arlington Public School District	Leave and Time Reporting Collection and Management	2018	\$30,000
VA	City of Fredericksburg	ERP System Consulting Services Project	2017	\$292,730
VA	Goochland County	CD Selection Assistance	2019	\$14,850
VA	Powhatan County	ERP Replacement Project	2019	\$90,000
VA	Town of Christiansburg	Business Technology Assessment	2019-	\$99,800
VT	City of Burlington	Project Accounting	2018	\$44,700
VT	City of Burlington	Upgrade UAT Assistance	2019	\$9,850
WA	City of Pasco	Information Services Organizational Assessment and Master Plan Development	2019	\$89,980
WA	City of Vancouver	IT Strategic Planning	2018	\$40,000
WA	Metro Parks Tacoma	IT Strategic Planning and Organizational Assessment and Development Consulting	2019	\$132,280
WA	Spokane Public Schools	Assessment of Technology Services	2017	\$120,000
WI	Outagamie County	CAD/RMS/JMS Planning and Implementation Services	2017	\$355,380
WI	Waukesha County	IT Staffing Assessment	2018	\$24,210



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.11

DATE: June 2, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Approval of Third Amendment to Agreement A-7950 with NBS Government Finance Group for Assessment District Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to:

1. Execute a Third Amendment to Agreement A-7950 with NBS Government Finance Group in the amount of \$509,650 for a total not-to-exceed amount of \$1,010,765.42 for ongoing administrative services, community outreach for Landscape Maintenance Districts (LMDs) and formation services of Community Facilities Districts (CFDs) and to extend the term from May 31, 2021 to June 30, 2022; and
 2. Authorize the City Manager to approve a budget appropriation for various LMDs, and CFD 6 Northshore as detailed in the financial impact section.
- (Public Works and Transportation Committee approved 2-0)

BACKGROUND

On February 7, 2017, City Council approved Agreement No. A-7950 to NBS Government Finance Group (NBS) in the amount of \$166,700 for a term through June 30, 2018. NBS specializes in the administration of California special financing districts and provided services such as database development, budget preparation, assessment computation and analysis and engineer reports.

On May 22, 2018, City Council approved the First (1st) Amendment to Agreement A-7950 for a new not to exceed total contract value of \$501,115.42 and extended the term date to May 31, 2021. The scope of work in this amendment included support for budget preparation, assessment computation and rate analysis, Engineer's Report preparation, noticing and resolution coordination, levy submittal and final Engineer's Report.

On January 3, 2019, a Second (2nd) Amendment to Agreement A-7950, was approved by the Finance Department Purchasing Manager and City Attorney's office to update the Prevailing Wage language. This amendment required no change to the contract value nor a change to term dates.

DISCUSSION

In Summer 2019, NBS engaged residents in districts that were underfunded due to maximum assessment caps or had utility caps. Residents and Homeowners Associations (HOAs) were engaged through phone calls with NBS and through an online survey. As a result of the survey, NBS produced the Collaborative Governance Guide for Special Districts which included data from Oxnard residents on their desire to have improved landscape and amenities within their neighborhoods. Based on the responses provided by residents, NBS determined it best to engage 9 of the 27 districts in Fiscal Year 2019-20 to initiate Phase 2, Community Engagement, within this contract amendment. Community

Engagement will consist of in-person or virtual community meetings, development of future budgets for a CFD, development of authorized improvements and additional surveys to determine whether a vote for a non-bonded CFD for maintenance would pass if put to a vote. Due to this added scope of service, an additional amendment to the NBS contract is needed.

The Third (3rd) Amendment to Agreement A-7950 is for an additional \$509,650 (see Table 1) with an extended term through June 30, 2022 which will provide for on-call project engagement for CFD formation services for community engagement for up to 27 LMDs, including Harbour Island, to hold neighborhood meetings as they relate to new assessment district formations and additional services as they relate to budget development support. All services provided for community engagement will be based on available funding within the individual district. This amendment will continue to provide the on-going annual regular services.

This includes project engagement for the formation of two (2) new CFDs -Sakioka Farms and Northshore, public engagement meetings, data collection, boundary establishment and mapping, cost estimations, rate modeling, establishment of the rates of method and apportionment, CFD reporting and elections. Project engagement for focused community efforts, as they relate to the LMDs, will focus on outreach and education to various neighborhoods to identify solutions and new funding methods, including potential CFD formation, for the maintenance of city areas within each community.

Table 1

Exhibit	Additional Services	Contract Value
E	Non-bonded CFD formation services for Sakioka Farms	\$22,000
F	District formation and bond issuance disclosure for Northshore CFD	\$45,500
G	Public engagement services (Focused Community Efforts)	\$403,650
H	Document review support for Wagon Wheel CFD 7	\$8,500
General	On-call budget support services	\$30,000
TOTAL		\$509,650

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost for the Third (3rd) Amendment to Agreement A-7950 is an additional \$509,650 through June 30, 2022. The spending plan for FY 2019-20 is \$137,500. There are sufficient funds deposited by the developer for the formation of Sakioka Farms CFD (Fund 541) and appropriated in the amount of \$22,000. There are sufficient budget appropriations of \$5,000 in LMD 3 for RiverRidge (Fund 124) and \$30,000 for LMD Administration (Fund 172). All other district funds require a budget appropriation increase of \$80,500 in total.

Exhibit	District Name	Account Number	FY 2019-20 Spending Plan	Budget Appropriation	Fund Balance as of 6/30/19
E	Sakioka Farms (P41912)	541-4191-871-8209	\$22,000	N/A	N/A
F	Northshore - CFD 6	176-1606-805-8209	\$45,500	\$45,500	\$533,210
G	LMD 3 - RiverRidge	124-1606-805-8229	\$5,000	N/A	N/A
	LMD 12 - Standard Pacific	131-1606-805-8229	\$5,000	\$5,000	\$22,764
	LMD 14 - California Cove	132-1606-805-8229	\$5,000	\$5,000	\$21,467
	LMD 24 - Vineyards	144-1606-805-8229	\$5,000	\$5,000	\$18,472
	LMD 25 - The Pointe	145-1606-805-8229	\$5,000	\$5,000	\$26,030

					ITEM #J-11
	LMD 41 - Pacific Cove	163-1606-805-8229	\$5,000	\$5,000	\$31,105
	LMD 50 Pleasant Valley Senior Housing	170-8007-899-8229	\$5,000	\$5,000	\$35,289
	LMD 52 - Wingfield	170-8009-899-8229	\$5,000	\$5,000	\$381,272
	Special District Administration	172-1606-805-8209	\$30,000	N/A	N/A
TOTAL			\$137,500	\$80,500	

A budget appropriation from available fund balance will be required for CFD 6 Northshore (Fund 176) to complete the reformation and bonding requirements. A budget appropriation from available fund balances will be required for LMD 12 Standard Pacific (Fund 131), LMD 14 California Cove (Fund 132), LMD 24 Vineyards (Fund 144), LMD 25 The Pointe (Fund 145), LMD 41 Pacific Cove (Fund 163), and LMD 50 Pleasant Valley Senior Housing (Fund 170-8007) to meet the financial requirements of the focused community efforts through the end of FY 2019-20. The additional \$372,150 for focused community efforts for LMDs and CFD formation will be requested during the budgeting process for FY 2020-21.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 (Councilman Perello recused himself due to a conflict) on May 12, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jeri Cooper, Special Districts Project Manager

ATTACHMENTS

1. A-7950 NBS Third Amendment
2. A-7950 NBS Second Amendment
3. A-7950 NBS First Amendment
4. A-7950 NBS Fully Executed
5. NBS Budget Appropriation
6. NBS CivicMic Collaborative Governance Report
7. Districts Map and Legend

Agreement No. A-7950

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 NBS Government Finance Group (“Consultant”). This Third Amendment amends the Agreement entered into on February 7, 2017, by City and NBS. The Agreement previously has been amended by a First Amendment on June 1, 2018, and by a Second Amendment, on January 3, 2019.

City and NBS Governmental Finance Group agree as follows:

1. In Section 12 of the Agreement, the phrase “terminate on May 31, 2021,” is replaced with “terminate on June 30, 2022.”

2. Section 44 is added to the Agreement to read as follows:

“44. Additional Services

- a. Consultant to provide services as described in Exhibit E – Agreement to Provide Non-Bonded CFD Formation Services for Sakioka Farms, which is attached hereto and incorporated herein by this reference.
- b. Consultant to provide services as described in Exhibit F – Agreement to Provide District Formation and Bond Issuance Disclosure for Northshore Community Facilities District, which is attached hereto and incorporated herein by this reference.
- c. Consultant to provide services as described in Exhibit G – Agreement to Provide Public Engagement services (Focused Community Efforts) for up to 27 of the City’s Landscape Maintenance Districts, which is attached hereto and incorporated herein by this reference.
- d. Consultant to provide services as described in Exhibit H – Agreement to Provide Document Review Support for Wagon Wheel CFD 7, which is attached hereto and incorporated herein by this reference.”

3. Section 45 is added to the Agreement to read as follows:

“45. Additional Compensation:

- a. City agrees to pay the Consultant a not to exceed amount of \$22,000 for the Services in Exhibit E.
- b. City agrees to pay the Consultant a not to exceed amount of \$45,500 for the Services in Exhibit F.
- c. City agrees to pay the Consultant a not to exceed amount of \$403,650 for the Services in Exhibit G.
- d. City agrees to pay the Consultant a total not to exceed amount of \$8,500 for the Services in Exhibit H.
- e. City agrees to pay the Consultant up to a total not to exceed amount of \$30,000 for on-call budget support services.

- f. City agrees to pay the Consultant a total not to exceed amount of \$1,010,765.42 for the services described in the totality of the Agreement.”
- 4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD**NBS GOVERNMENT FINANCE GROUP**

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager _____
☐ Dan Willhite, Purchasing Manager _____
☐ Buyer _____

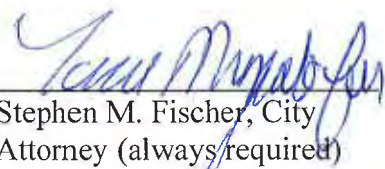
Michael Rentner _____ Date _____
 President/CEO/CFO/Board Secretary

Dave Ketcham, Vice President _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

 _____ Date 4-28-2020
 Stephen M. Fischer, City Attorney (always required)

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.

EXHIBIT E
CFD FORMATION SAKIOKA FARMS

32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

www.nbsgov.com

January 20, 2020

Ms. Jeri Cooper
Project Manager, Special Assessment Districts
City of Oxnard
300 W. Third Street
Oxnard, CA 93030

Subject: Agreement to Provide Non-Bonded CFD Formation Services for Sakioka Farms

Dear Ms. Cooper,

NBS would like to thank you for the opportunity to provide Non-Bonded CFD Formation services for the City of Oxnard ("City"). We look forward to continuing our professional relationship.

Please print one (1) copy of our Executed Agreement. Upon signing, please email one copy to contracts@nbsgov.com.

Scope of Services

Non-Bonded Community Facilities District (CFD) Formation Services with Landowner Vote

KICK-OFF MEETING, PROJECT SCHEDULE

NBS will meet with City staff, legal counsel, and other interested parties to:

- Establish lines of communication
- Clarify the specific project goals and criteria that will meet the City's preference
- Identify and resolve any special circumstances regarding the formation of the CFD
- Develop project schedules to meet legal requirements and provide for effective interaction of all involved parties
- Establish meeting dates consistent with schedule to achieve project milestones

LOCAL GOALS & POLICIES

NBS will review existing local goals and policies or assist the City in developing local goals and policies for the use of CFDs, as required by the Mello-Roos Community Facilities Act of 1982 (the "Act").

DATA COLLECTION

NBS will gather and review data relevant to the formation of the CFD. Data will be obtained from various sources, including City records, Assessor's parcel maps, and County Assessor information.

DISTRICT BOUNDARIES

NBS will make determinations of the property subject to the Special Tax.

- Establish boundaries for the CFD, giving consideration to both the project area and peripheral lands
- Verify ownership based on last equalized tax roll
- Formulate concepts with viable alternatives for spreading costs reasonably within the CFD boundary

COST ESTIMATE

NBS will obtain the estimate of project costs and incidental expenses and prepare a total project Cost Estimate.

RATE MODELING

NBS will analyze the property data and cost estimate to formulate concepts with viable alternatives for spreading costs reasonable within the CFD boundary, taking into account the overall tax burden on the property.

RATE AND METHOD OF APPORTIONMENT

NBS will formulate and present the Rate and Method of Apportionment to the City, legal counsel, and others, as appropriate.

MAPPING

NBS will prepare the Boundary Map and related documents and present to the City as required by the Act.

INTENT MEETING

NBS will present to City Council and the public regarding the CFD formation process, the analysis that led to the setting of CFD special tax rates, and the methodology developed for the special tax, as needed.

CFD REPORT

Based on the results of the aforementioned reviews, discussions and modifications, NBS will prepare a detailed written report including the Cost Estimate, the Rate and Method of Apportionment and the Boundary Map and present to the City, legal counsel, and the public. NBS will file the Special Tax Report with the City Clerk.

PUBLIC HEARING

NBS will present all necessary testimony and respond to public comments regarding the district formation proceedings, as needed.

ELECTION

NBS will assist legal counsel in the preparation of the ballot materials for the landowner election.

CITY'S RESPONSIBILITIES

The City shall furnish NBS with any pertinent information that is available to City and applicable to the Services. The City shall designate a person to act with authority on its behalf in respect to the Services. The City shall promptly respond to NBS' requests for reviews and approvals of its work, and to its requests for decisions related to the Services. City understands and agrees that NBS is entitled to rely on all information, data and documents (collectively, "Information") supplied to NBS by City or any of its agents, contractors or proxies or obtained by NBS from other usual and customary sources including other government sources or proxies as being accurate and correct and NBS will have no obligation to confirm that such Information is correct and that NBS will have no liability to City or any third party if such Information is not correct.

Fees

Non-Bonded Community Facilities District (CFD) Formation Services for Sakioka Farms

Consulting Fee	\$19,500
Estimated Expenses (1).....	\$2,500
Total Estimated Cost per CFD Formation	\$22,000

(1) See description of expenses below

EXPENSES

Customary out-of-pocket expenses will be billed to the City at actual cost to NBS. These expenses may include, but not be limited to, election costs, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees.

ADDITIONAL SERVICES

The following table shows our current hourly rates. Additional services authorized by the City but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

Title	Hourly Rate
Director	\$225
Associate Director	\$210
Senior Consultant / Engineer / Manager	\$175
Consultant	\$155
Analyst	\$130
Clerical/Support	\$105

TERMS

Consulting services will be invoiced on a monthly basis. Expenses will be itemized and included in the next regular invoice. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel administration contracts with 30 days written notice.

INDEMNIFICATION

NBS shall defend, indemnify and hold harmless City, its officers, employees, officials and agents from and against all claims, demands, losses, liabilities, costs and expenses, including reasonable attorneys’ fees, (collectively “Liabilities”) arising out of or resulting from the negligence or willful misconduct of NBS or a breach by NBS of its obligations under this Agreement, except to the extent such Liabilities are caused by the negligence or willful misconduct of City. NBS will not be liable to the City or anyone who may claim any right due to a relationship with City, for any acts or omissions in the performance of Services under this Agreement, unless those acts or omissions are due to the negligence or willful misconduct of NBS. Except in the case of NBS’ negligence, willful misconduct or breach of its obligations under this Agreement, City shall defend, indemnify and hold harmless NBS, its officers, directors, shareholders, employees and agents from and against all Liabilities to the extent that such Liabilities arise out of NBS performing Services pursuant to the terms of this Agreement, including, without limitation, any Liabilities arising as a result of City or any of its agents or contractors supplying incorrect Information or documentation to NBS. The provisions of this Section shall survive termination of this Agreement.

Please feel free to contact me if you have any questions or need further information.

Best regards,

**NBS Government Finance Group,
DBA NBS**

City of Oxnard

Michael Rentner

Name

President and CEO

Title

Date

Title

Date



January 21, 2020

Norton Rose Fulbright US LLP
 555 South Flower Street
 Forty-First Floor
 Los Angeles, California 90071
 United States

Direct line +1 213 892 9328
 maryann.goodkind@nortonrosefulbright.com

Tel +1 213 892 9200
 Fax +1 213 892 9494
 nortonrosefulbright.com

Kenneth Rozell
 Chief Assistant City Attorney
 City of Oxnard
 305 W. Third Street, Suite 100E
 Oxnard, CA 93030

Dear Mr. Rozell:

We are pleased to provide a proposal to represent the City of Oxnard (the "City") as special counsel in connection with the formation of a services community facilities district (the "Matter"). Our acceptance of the representation of the City (the "Representation") becomes effective upon the execution and return of the enclosed copy of this letter.

Norton Rose Fulbright US LLP, which is one of the largest law firms in the United States, has consistently been among the leading law firms in terms of number of public finance transactions, including for which it has acted as bond, disclosure and special counsel for public agencies relating to community facilities districts.

Terms of Engagement

This letter sets out the terms of our engagement in the Representation. It is understood and agreed that our engagement is limited to the Representation. We are not being retained as general counsel, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

Scope of Services

Norton Rose Fulbright US LLP (the "Firm") shall perform and render the following services as Special Counsel:

- (a) Confer and consult with the City Manager, Project Manager (Special Assessment Districts), Chief Assistant City Attorney, and other members of the City administrative staff (acting in their respective capacities as staff of the City or other entity or district created by the City) and with their municipal advisor, if any, and special tax consultant, as to the Matter.
- (b) Attend such meetings of the City and any staff or administrative meetings at which the Matter is to be discussed, as the Firm, in their judgment deem necessary, for the proper implementation of the Matter, or as requested by the City.
- (c) Participate in sessions and provide material to educate individual landowners participating in the Matter.
- (d) Draft the appropriate resolutions, notices, petitions, consents, election material and other certificates to be used in connection with the Matter.

January 21, 2020
Page 2

 **NORTON ROSE FULBRIGHT**

- (e) Provide any other services reasonably requested of special counsel and not set forth above.

The City shall assist the Firm by making readily available all existing data and other records requested by the Firm that are pertinent to the work to be performed by the Firm, including data and records relating to future development and the Matter. The City shall also make its personnel reasonably available to the Firm to provide information pertinent to such work when requested by the Firm. The City shall also provide such staff assistance as it has personnel available to provide, and as such staff assistance is reasonably requested by the Firm, including assistance from the City Attorney.

Our Personnel Who Will Be Working on the Matter

Don Hunt and I will be working on the Matter, and you may call, write, or e-mail either of us whenever you have any questions about the Representation. Other firm personnel, including firm lawyers and paralegals, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

Our Legal Fees and Other Charges

Our fees in the Matter will be flat and fixed at \$30,000 and our expenses in the Matter will be capped at \$1,800, payable upon the completion and delivery of a transcript relating to the Matter. Any services rendered in any litigation involving the City, the entity or district created by the City or the Matter are excepted from the services to be rendered for the above compensation. For such services which the Firm is directed to render for and on behalf of the City, compensation shall be on the basis of reasonable fees to be agreed upon by the City.

Conflicts of Interest

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing the City in the Matter. Based on the information available to us, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in the State of California. We believe that those rules, rather than the rules of any other jurisdiction, are applicable to the Representation; and the execution and return of the enclosed copy of this letter by you represents an express agreement to the applicability of those rules by the City.

Professional Errors and Omissions Coverage

You are advised that the Firm maintains Professional Errors and Omissions insurance coverage applicable to the services which we would be rendering.

Communications and Confidentiality

We have available Internet communication procedures that allow our attorneys to use e-mail for client communications in many instances. Accordingly, unless the City specifically directs us otherwise, we may use unencrypted e-mail sent on the Internet to communicate with the City and to send documents we have prepared or reviewed.

January 21, 2020
Page 3



We recognize our obligation to preserve the confidentiality of attorney-client communications as well as client confidences, as required by the governing rules of professional responsibility. If the Matter involves transactions, litigation or administrative proceedings or like proceedings in which we appear as counsel of record for you in publicly available records, we reserve the right to inform others of the fact of our representation of you in the Matter and (if likewise reflected of record in publicly available records) the results obtained, unless the City specifically directs otherwise.

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc, each of which is a separate legal entity, are members in Norton Rose Fulbright Verein, a Swiss verein that does not itself provide legal services. Although the members in Norton Rose Fulbright remain separate legal entities, we operate as a single legal practice. We share with other members non-privileged information about our practice and clients for research, practice management, training, administrative and other business purposes. Confidentiality agreements are in place among all members. If you have any concerns about this sharing of non-privileged information that relates to you, please promptly notify us so that we can address your concerns.

Termination

At any time, the City may, with or without cause, terminate the Representation by notifying us of the City's intention to do so. Further, a failure by the City to meet any obligations under these terms of engagement shall entitle us to terminate the Representation. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

In the event of termination of the Representation, the City will take all steps necessary to release Norton Rose Fulbright US LLP of any further obligations in the Representation or the Matter, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the Matter.

Document Retention

At the close of any matter, we send our files in that matter to a storage facility for storage at our expense. The attorney closing the file determines how long we will maintain the files in storage. After that time, we will destroy the documents in the stored files.

At the conclusion of the Representation, we return to the client any documents that are specifically requested to be returned. As to any documents so returned, we may elect to keep a copy of the documents in our stored files.

Conclusion

This letter constitute the entire terms of the engagement of Norton Rose Fulbright US LLP in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by the City and Norton Rose Fulbright US LLP. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either the City or Norton Rose Fulbright US LLP.

January 21, 2020
Page 4

 NORTON ROSE FULBRIGHT

Please carefully review this letter. If there are any questions about these terms of engagement, please let me know immediately. If acceptable, please sign and return the enclosed copy of this letter so that we may commence the Representation.

Very truly yours,

Maryann L. Goodkind, Counsel

City of Oxnard Agrees to and Accepts this
Letter:

By: _____
Name: _____
Title: _____

Date: _____, 2020

CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. _____

TENTATIVE TIMETABLE
(January 21, 2020)

Complete	Responsible Party	Activity	Date
	City/NRF/NBS	Initial Conference Call	
	NBS	Distribution of draft Boundary Map, cost estimate and analysis and initial draft of RMA	
	NRF	Distribution of drafts of Petition and Waiver, resolution of intention	
	City/NRF/NBS	Conference Call	
	NRF/NBS	Distribution of revised map/RMA and petition/resolution of intention	
	NBS	Distribution of final RMA	
	NBS	Distribution of draft CFD Report	
	City	Collection of Signed Petition	
	City/NRF/NBS	City Attorney deadline for _____ meeting	
	City/NRF/NBS	Agenda deadline for ____ meeting	
	NRF/City	Distribution of remaining resolutions, ordinance, election material and draft Notice of Lien	
	ALL	City Council Meeting adopting Resolution of Intention <i>(within 90 days after petition submitted)</i>	
	City/NBS	Record Boundary Map with County Recorder <i>(15 days from ROI and at least 15 days prior to Public Hearing)</i>	
	NRF	Mail Election Material and Consent and Waiver	
	City/NRF/NBS	City Attorney deadline for ____ mtg	
	City/NRF/NBS	Agenda Deadline for ____ mtg	
	City	Receipt of Ballot/Consent and Waivers	
	City/NRF	Notice of Public Hearing <i>(published once at least 7 days prior to Public Hearing)</i>	
	ALL	Public Hearing <i>(Between 30 & 60 days after adopt. of ROI. Hearing may be continued for up to 30 days)</i>	
	ALL	City Council adoption of Resolution of Formation and Resolution Calling Election	

	ALL	Hold Election (<i>May be mailed special election held between 90 and 180 days from hearing (or shorter time if unanimous waiver by eligible voters) and must be approved by 2/3 vote</i>)	
	ALL	City Council adoption of Resolution Certifying Election and First reading of Ordinance Levying Special Tax	
	ALL	City Council second reading and adoption of Ordinance	
	City/NBS	Record Notice of Special Tax Lien with County Recorder - <i>Within 15 days after hearing</i>	
	City/NRF	Publish Notice of Adoption of Ordinance (<i>Within 15 days after adoption</i>)	

EXHIBIT F
CFD FORMATION FOR NORTHSORE

32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

www.nbsgov.com

June 6, 2019

Ms. Rosemarie Gaglione
Public Works Director
City of Oxnard
300 West Third Street
Oxnard, CA 93030

Subject: Project Engagement Letter to Agreement No. A-7950, Dated February 7, 2017 for 2019 Northshore Community Facilities District Formation and Bond Issuance Disclosure

Dear Ms. Gaglione:

NBS would like to thank you for the opportunity to provide Community Facilities District ("CFD") Formation and Bond Issuance Disclosure for the City of Oxnard ("City"). This letter serves as a confirmation to proceed with services for the 2019 Northshore Community Facilities District. NBS will provide these services under the Agreement No. A-7950, Dated February 7, 2017. The Scope of Services and Fees are shown below. All other provisions of the existing contract between the City of Oxnard and NBS remain in effect. We look forward to continuing our professional relationship.

Please print one (1) copy of our project engagement letter. Upon signing, please return by email to contracts@nbsgov.com.

Scope of Services

Community Facilities District Formation Services

KICK-OFF MEETING, PROJECT SCHEDULE

NBS will meet with City staff, legal counsel, financial advisor and other interested parties to:

- Establish lines of communication
- Clarify the specific project goals and criteria that will meet the City's preference
- Identify and resolve any special circumstances regarding the formation of the CFD
- Develop project schedules to meet legal requirements and provide for effective interaction of all involved parties
- Establish meeting dates consistent with schedule to achieve project milestones

LOCAL GOALS & POLICIES

NBS will review existing local goals and policies or assist the City in developing local goals and policies for the use of CFDs, as required by the Mello-Roos Community Facilities Act of 1982 (the "Act").

DATA COLLECTION

NBS will gather and review data relevant to the formation of the CFD. Data will be obtained from various sources, including City records, Assessor's parcel maps, and County Assessor information.

DISTRICT BOUNDARIES

NBS will make determinations of the property subject to the Special Tax.

- Establish boundaries for the CFD, giving consideration to both the project area and peripheral lands
- Verify ownership based on last equalized tax roll
- Formulate concepts with viable alternatives for spreading costs reasonably within the CFD boundary

COST ESTIMATE

NBS will obtain the estimate of project costs and incidental expenses and prepare a total project Cost Estimate.

RATE AND METHOD OF APPORTIONMENT

NBS will formulate and present the Rate and Method of Apportionment to the City, legal counsel, the financial advisor and others, as appropriate.

MAPPING

NBS will prepare the Boundary Map and related documents and present to the City as required by the Act.

INTENT MEETING

NBS will present to City Council and the public regarding the CFD formation process, the analysis that led to the setting of CFD special tax rates, and the methodology developed for the special tax.

CFD REPORT

Based on the results of the aforementioned reviews, discussions and modifications, NBS will prepare a detailed written report including the Cost Estimate, the Rate and Method of Apportionment and the Boundary Map and present to the City, legal counsel, the financial advisor and property owners. NBS will file the Special Tax Report with the City Clerk.

PUBLIC HEARING

NBS will present all necessary testimony and respond to public comments regarding the district formation proceedings.

PROPERTY DATA

NBS will provide certain disclosure data for the bond offering documents. Such data shall include parcel data, assessed value data, land use, development status and special tax classification information. NBS will also coordinate with the financing team to order overlapping debt data and sample tax bills, as requested.

ELECTION

NBS will assist legal counsel in the preparation of the ballot materials for the landowner election.



Community Facilities District Bond Issuance Disclosure

KICK-OFF MEETING, PROJECT SCHEDULE

NBS will meet with City staff, legal counsel, any financial advisor and other interested parties to:

- Establish lines of communication
- Clarify the specific project goals and criteria that will meet the City's preference
- Identify and resolve any special circumstances regarding the bond issuance
- Develop project schedules to meet legal requirements and provide for effective interaction of all involved parties
- Establish meeting dates consistent with schedule to achieve project milestones

LOCAL GOALS & POLICIES

NBS will review existing local goals and policies as required by the Mello-Roos Community Facilities Act of 1982 (the "Act").

DATA COLLECTION

NBS will gather and review data relevant to the bond issuance. Data will be obtained from various sources, including City records, Assessor's parcel maps, and County Assessor information.

PROPERTY DATA

NBS will provide certain disclosure data for the bond offering documents. Such data shall include parcel data, assessed value data, land use, development status and special tax classification information. NBS will also coordinate with the financing team to order overlapping debt data and sample tax bills, as requested.

REVIEW BOND DOCUMENTS

NBS will review all bond documents prepared and provided by bond or other legal counsel and the financial advisor including the Official Statement, the Bond Indenture and the Continuing Disclosure Agreement.

DATA PROCESSING

NBS will process the property data and provide the following as requested:

- Current and prior years' special tax delinquencies.
- Assessed Valuation History
- Top CFD Property Owners
- Value to Lien Calculations

City's Responsibilities

The City shall furnish NBS with any pertinent information that is available to City and applicable to the Services. The City shall designate a person to act with authority on its behalf in respect to the Services. The City shall promptly respond to NBS' requests for reviews and approvals of its work, and to its requests for decisions related to the Services. City understands and agrees that NBS is entitled to rely on all information, data and documents (collectively, "Information") supplied to NBS by City or any of its agents,

contractors or proxies or obtained by NBS from other usual and customary sources including other government sources or proxies as being accurate and correct and NBS will have no obligation to confirm that such Information is correct and that NBS will have no liability to City or any third party if such Information is not correct.

Disclosure of Conflicts of Interest and Legal or Disciplinary Events

Pursuant to Municipal Securities Rulemaking Board (“MSRB”) Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients and potential clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of NBS and its associated persons.

CONFLICTS OF INTEREST

Compensation

NBS represents that in connection with the issuance of municipal securities, NBS may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, NBS hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding NBS’ ability to provide unbiased advice to enter into such transaction. This conflict of interest will not impair NBS’ ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

It should be noted that other forms of compensation (i.e. hourly or fixed fee based) may also present a potential conflict of interest regarding NBS’ ability to provide advice regarding a municipal security transaction. These other potential conflicts of interest will not impair NBS’ ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

Other Municipal Advisor Relationships

NBS serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another NBS client. For example, NBS serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to City of Oxnard. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, NBS could potentially face a conflict of interest arising from these competing client interests. NBS fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with City of Oxnard.

If NBS becomes aware of any additional potential or actual conflict of interest after this disclosure, NBS will disclose the detailed information in writing to the issuer or obligated person in a timely manner.

LEGAL OR DISCIPLINARY EVENTS

NBS does not have any legal events or disciplinary history on NBS’ Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Issuer may electronically access NBS’ most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against NBS, NBS will provide complete disclosure to the Issuer in detail allowing the Issuer to evaluate NBS, its management and personnel.

Fees

Community Facilities District Formation Services

Consulting Fee..... \$27,500
 Expenses NTE \$2,500

Community Facilities District Bond Issuance Disclosure

Consulting Fee..... \$12,500
 Expenses NTE \$3,000

EXPENSES

Customary out-of-pocket expenses will be billed to the City at actual cost to NBS. These expenses may include, but not be limited to travel, postage, telephone, reproduction, meals, etc.

TERMS

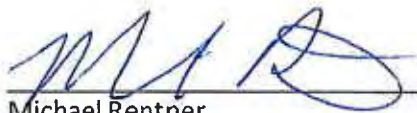
Services will be invoiced monthly. Expenses will be itemized and included in the next regular invoice. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days' simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel administration contracts with 30 days' written notice

Please feel free to contact me if you have any questions or need further information.

Best regards,

**NBS Government Finance Group,
 DBA NBS**

City of Oxnard


 Michael Rentner

 Name

 President & CEO
 Title

 Date

 Title

 Date

EXHIBIT G
PUBLIC ENGAGEMENT FOR LANDSCAPE MAINTENANCE DISTRICTS

32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

www.nbsgov.com

November 20, 2019

Ms. Jeri Cooper, MPA
Project Manager
Special Districts Division
City of Oxnard
1060 Pacific Ave. Bldg. 2
Oxnard, CA 93030

Subject: Agreement to Provide Public Engagement Services (Focused Community Efforts) for the City's Landscape Maintenance Districts

Dear Ms. Cooper,

NBS would like to thank you for the opportunity to provide continued Public Engagement services for the City of Oxnard (the "City"). We look forward to continuing our professional relationship.

Please print one (1) copy of our Executed Agreement. Upon signing, please email one copy to contracts@nbsgov.com.

Scope of Services

PUBLIC ENGAGEMENT – FOCUSED COMMUNITY EFFORTS

NBS will continue to develop and deploy content, including but not limited to:

- Weekly activity informational updates
- Ongoing updates on maintenance
- Calendar of anticipated events (such as timeline for the election, budget considerations, and tax due dates.)
- Legislative updates
- Meeting announcements and minutes
- Signup forms and specific interest group forms
- Specialized mapping and graphics pertaining to each community
- Content development and update for website and social media
- Digital and printed newsletters that highlight the various engagement items listed above.

Develop online/mailed surveys to gather information from individual communities by:

- Providing concise explanations about the survey.
- Developing specific questions that allow for focused results.
- Engaging a larger demographic within the boundaries.

- Measuring the performance of the survey.
- Providing useful and detailed results.

Provide the following meeting services for in-person meetings:

- Hosting at least 3 in-person meetings per community to give the community the opportunity to discuss items of importance as well as build a sense of community.
- Creation and posting of community meeting notices that will be posted on various outlets such as social media, public locations and in the newspaper and or newsletter.
- Lead meetings with particular objectives created with the City prior to the meeting.
 - Current objectives include finding and implementing solutions for the revitalization and long-term viability of public improvements in and around various communities in the City to protect real estate values and enhance the quality of life for its residents.
 - Public improvements include, but are not limited to, improvements on the perimeter and medians around various communities throughout the City currently maintained with general funds and improvements inside the communities currently maintained by special districts (Landscape Maintenance Districts or Community Facilities Districts).
 - Primary objectives include identifying solutions and new funding for the maintenance of perimeter and median improvements and increasing the overall maintenance level of service for each community.
- Development of action items based on feedback received at Community Meetings or from newsletters, surveys and other ongoing communication efforts.

Updates to the collaborative governance process which include:

- Updates to the collaborative governance report on progress for specific Landscape Maintenance Districts in creating solutions for the community.
- Creation of detailed plans for next steps within each community.
- Creation of Advisory Committees.
- Discussion and documentation of recommendations for new funding solutions.

COMMUNITIES AND SUMMARY OF INTERESTS – UP TO 27 MEETINGS ANTICIPATED*

- California Cove LMD 14 – watering, weeds, dead trees and trash.
- Harbour Island (Zone 2 of Waterways) – park, tree trimming and sidewalks.
- Pacific Cove LMD 41 – general landscaping.
- Pleasant Valley Senior Housing (Pacific Pointe) LMD 50 – trash, landscaping and noise.
- Pointe LMD 25 – general landscaping and tree trimming.
- River Ridge LMD 3 – tree trimming, weeds, greenbelts and watering.
- Standard Pacific LMD 12 – use of funds and general landscaping.
- Vineyards LMD 24 – general landscaping.
- Wingfield LMD 52 – general landscaping.

* Communities and interests identified from CivicMic online survey (August - November 2019). City may choose to engage for some, all, or communities other than those listed above.

CITY'S RESPONSIBILITIES

The City shall furnish NBS with any pertinent information that is available to City and applicable to the Services. The City shall designate a person to act with authority on its behalf in respect to the Services. The City shall promptly respond to NBS' requests for reviews and approvals of its work, and to its requests for decisions related to the Services. City understands and agrees that NBS is entitled to rely on all information, data and documents (collectively, "Information") supplied to NBS by City or any of its agents,

contractors or proxies or obtained by NBS from other usual and customary sources including other government sources or proxies as being accurate and correct and NBS will have no obligation to confirm that such Information is correct and that NBS will have no liability to City or any third party if such Information is not correct.

Fees

PUBLIC ENGAGEMENT (FOCUSED COMMUNITY EFFORTS) PER COMMUNITY

Focused Community Efforts..... \$13,500 per community
 Estimated Expenses (1) \$1,450 per community
Total Not to Exceed per Community (2)..... \$14,950 per community

(1) See description of expenses below

(2) Covers up to 3 in-person meetings. Additional meetings subject to additional fees per hourly rate schedule below.

EXPENSES

Customary out-of-pocket expenses will be billed to the City at actual cost to NBS. These expenses may include, but not be limited to, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees.

ADDITIONAL SERVICES

The following table shows our current hourly rates. Additional services authorized by the City but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

Title	Hourly Rate
Director	\$225
Associate Director	\$210
Senior Consultant / Engineer / Manager	\$175
Consultant	\$155
Analyst	\$130
Clerical/Support	\$105

TERMS

Fees for focused community efforts will be invoiced monthly upon completion of tasks. Expenses will be itemized and included in the next regular invoice. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel administration contracts with 30 days written notice.

INDEMNIFICATION

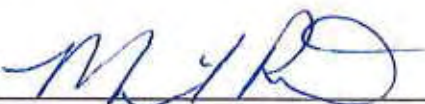
NBS shall defend, indemnify and hold harmless City, its officers, employees, officials and agents from and against all claims, demands, losses, liabilities, costs and expenses, including reasonable attorneys' fees, (collectively "Liabilities") arising out of or resulting from the negligence or willful misconduct of NBS or a breach by NBS of its obligations under this Agreement, except to the extent such Liabilities are caused by the negligence or willful misconduct of City. NBS will not be liable to the City or anyone who may claim any right due to a relationship with City, for any acts or omissions in the performance of Services under this Agreement, unless those acts or omissions are due to the negligence or willful misconduct of NBS. Except in the case of NBS' negligence, willful misconduct or breach of its obligations under this Agreement, City shall defend, indemnify and hold harmless NBS, its officers, directors, shareholders, employees and agents from and against all Liabilities to the extent that such Liabilities arise out of NBS performing Services pursuant to the terms of this Agreement, including, without limitation, any Liabilities arising as a result of City or any of its agents or contractors supplying incorrect Information or documentation to NBS. The provisions of this Section shall survive termination of this Agreement.

Please feel free to contact me if you have any questions or need further information.

Best regards,

**NBS Government Finance Group,
DBA NBS**

City of Oxnard



Michael Rentner

Name

President and CEO

Title



Date

Title

Date

EXHIBIT H
WAGON WHEEL CFD 7 DOCUMENT REVIEW SUPPORT

32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

www.nbsgov.com

March 27, 2020

Ms. Julie Phillips
Special Districts Manager
City of Oxnard
1060 Pacific Ave, Bldg. 1
Oxnard, CA 93030

**Subject: Agreement to Provide Construction Costs Reimbursement Services for Community Facilities
District No. 2018-01 (Wagon Wheel)**

Dear Ms. Phillips,

NBS would like to thank you for the opportunity to provide Construction Costs Reimbursement services for the City of Oxnard ("City"). We look forward to continuing our professional relationship.

Please print one (1) copy of our Executed Agreement. Upon signing, please email one copy to contracts@nbsgov.com.

Scope of Services

Construction Costs Reimbursement

The following Project Approach and Scope of Services are offered to clarify our understanding of the responsibilities related to Construction Costs Reimbursement Services. However, it is understood that the Scope of Services may be subject to modification as the project continues.

PROJECT APPROACH

NBS will meet with the City in order to define the services required. Our expectation is to act as an extension of the City to process Construction Costs Reimbursements. We offer a full spectrum of services as outlined in the scope below. We are able to provide a full reimbursement program or adapt to function within an existing system. Our familiarity with the facilities proposed and these types of projects enable us to offer services with maximum efficiency.

REIMBURSEMENT PROCESSING

NBS will develop standards and procedures to verify and assign bond proceeds to reimburse the appropriate parties for completed and accepted improvements. The will include verification of criteria to define a discreet improvement subject to reimbursement.

- NBS will utilize appropriate forms and certificates to enable the efficient processing of reimbursements and assure completion of work.
- NBS will obtain verification of all Lien Releases, Contractor, Subcontractor and Supplier payments.
- NBS will provide authorization to the Fiscal Agent to release bond proceeds for reimbursement.
- NBS will give notice of denied reimbursement requests and the reason for denial.
- NBS will maintain files on all reimbursements and provide a complete reporting with each reimbursement request.
- NBS will perform all work in a timely manner.

City's Responsibilities

The City shall furnish NBS with any pertinent information that is available to City and applicable to the Services. The City shall designate a person to act with authority on its behalf in respect to the Services. The City shall promptly respond to NBS' requests for reviews and approvals of its work, and to its requests for decisions related to the Services. City understands and agrees that NBS is entitled to rely on all information, data and documents (collectively, "Information") supplied to NBS by City or any of its agents, contractors or proxies or obtained by NBS from other usual and customary sources including other government sources or proxies as being accurate and correct and NBS will have no obligation to confirm that such Information is correct and that NBS will have no liability to City or any third party if such Information is not correct.

Fees

Construction Costs Reimbursement

Per Reimbursement Request \$8,500 plus 0.5% of the approved Reimbursement Amount

EXPENSES

Customary out-of-pocket expenses will be billed to the City at actual cost to NBS. These expenses may include, but not be limited to, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees.

ADDITIONAL SERVICES

The following table shows our current hourly rates. Additional services authorized by the City but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

Title	Hourly Rate
Director	\$225
Associate Director	\$210
Senior Consultant / Engineer / Manager	\$175
Consultant	\$155
Analyst	\$130
Clerical/Support	\$105

TERMS

Consulting services will be invoiced on a monthly basis. Expenses will be itemized and included in the next regular invoice. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel administration contracts with 30 days written notice.

INDEMNIFICATION

NBS shall defend, indemnify and hold harmless City, its officers, employees, officials and agents from and against all claims, demands, losses, liabilities, costs and expenses, including reasonable attorneys' fees, (collectively "Liabilities") arising out of or resulting from the negligence or willful misconduct of NBS or a breach by NBS of its obligations under this Agreement, except to the extent such Liabilities are caused by the negligence or willful misconduct of City. NBS will not be liable to the City or anyone who may claim any right due to a relationship with City, for any acts or omissions in the performance of Services under this Agreement, unless those acts or omissions are due to the negligence or willful misconduct of NBS. Except in the case of NBS' negligence, willful misconduct or breach of its obligations under this Agreement, City shall defend, indemnify and hold harmless NBS, its officers, directors, shareholders, employees and agents from and against all Liabilities to the extent that such Liabilities arise out of NBS performing Services pursuant to the terms of this Agreement, including, without limitation, any Liabilities arising as a result of City or any of its agents or contractors supplying incorrect Information or documentation to NBS. The provisions of this Section shall survive termination of this Agreement.

Please feel free to contact me if you have any questions or need further information.

Best regards,

**NBS Government Finance Group,
DBA NBS**

City of Oxnard



Michael Rentner

Name

President and CEO

3/27/20

Title

Date

Title

Date

Agreement No. A-7950

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 3rd day of January, 2019 by and between the City of Oxnard, a municipal corporation ("City"), and NBS Government Finance Group ("Consultant"). This Second Amendment amends the Agreement entered into on February 7, 2017 by City and Consultant. The Agreement previously has been amended on June 1, 2018, by a First Amendment.

City and Consultant agree as follows:

1. Section 43 is hereby added to the Agreement.

"Prevailing Wages. This Project is a "public work," as defined in Labor Code Sections 1720 through 1861, to which Section 1771 applies. In providing services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations, including but not limited to those in the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference."

2. The attached Prevailing Wage Exhibit is hereby incorporated into this Agreement.
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

NBS Government Finance Group


☐ Tim Flynn, Mayor¹ 2-5-19 Date
☐ Alexander Nguyen, City Manager
☒ Lisa Boerner, Purchasing Manager

 Michael Rentner, President Date
 CEO/CFO/Board Secretary²

 Dave Ketcham, Vice President Date

ATTEST:

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

APPROVED AS TO FORM:


 Stephen M. Fischer, City 1/15/19 Date
 Attorney (always required)

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.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

Agreement No. A-7950

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

CITY OF OXNARD

NBS Government Finance Group

☐ Tim Flynn, Mayor¹ _____ Date _____

☐ Alexander Nguyen, City Manager

☒ Lisa Boerner, Purchasing Manager



Michael Rentner, President
CEO/CFO/Board Secretary²

2/4/19

Date



Dave Ketcham, Vice President

2/4/19

Date

ATTEST:

Michelle Ascencion, City
Clerk (only if Mayor signs)

Date

APPROVED AS TO FORM:


Stephen M. Fischer, City
Attorney (always required)

1/15/19

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.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES (V-11/29/18)

PREVAILING WAGE EXHIBIT

1. The Project defined in the Agreement between City and Consultant is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. They are also available at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Consultant shall post such rates at each job site covered by this Agreement.
3. Consultant is required to post job site notices, as prescribed by regulation. *See* Labor Code Section 1771.4(a)(2).
4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any Subconsultant. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each Subconsultant to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days of the Agreement Ending Date listed in (6) of the Cover Page or the conclusion of the Project, whichever happens later, Consultant and each of its Subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Consultant shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Consultant becomes debarred or suspended throughout the duration of the Agreement, Consultant shall immediately notify City.
8. Consultant is not qualified to bid on, be listed in a Bid, or engage in the performance of any contract for public work, as defined in LC Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to LC Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the Agreement's term. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.
10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Consultant or by any Subconsultant for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its Subconsultants' compliance with Chapter I, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each Subconsultant a copy of, and a requirement that each Subconsultant shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure Subconsultants' compliance, including without limitation, conducting a periodic review of the certified payroll records of each Subconsultant, and upon becoming aware of the failure of the Subconsultant to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its Subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

Agreement No. A-7950

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of June, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and NBS Government Finance Group ("Consultant"). This First Amendment amends the Agreement entered into on February 7, 2017, by City and NBS Government Finance Group.

City and NBS Government Finance Group agree as follows:

1. In Section 1 of the Agreement, the phrase "**Exhibit A** attached hereto and incorporated by this reference in full herein" is replaced with "**Exhibits A-2 and C-2.**"
2. In Section 8 of the Agreement, the phrase "[pursuant to the schedule provided in **Exhibit A** attached hereto and incorporated by this reference in full herein]" is removed in its entirety.
3. In Section 12 of the Agreement, the phrase "expire on June 30, 2018," is replaced with "terminate on May 31, 2021."
4. In Section 14 of the Agreement, Subsection (a) is replaced with

"City shall pay Consultant in an amount not to exceed \$346,415.42 for the Services in **Exhibit A-2** at the rates provided in **Exhibit B-2**; and \$154,700 for the Services in **Exhibit C-2** at the rates provided in **Exhibit D-2**. Invoices for Services provided shall reference **Exhibit A-2** or **C-2**. There shall be no comingling of funds."
5. In Section 22(a) of the Agreement, the phrase "attached hereto and incorporated herein by this reference" is removed in its entirety.
6. Section 43 is hereby added to state:

"Exhibits
Exhibits A-2, B-2, C-2, D-2, and INS-A are attached hereto and incorporated herein by this reference."
7. Exhibit A of the Agreement is replaced with Exhibit A-2, which shall read as follows:



**“EXHIBIT A-2
SCOPE OF SERVICES**

A. 1972 Act (LMD/MAD) Administration Services of the City's Maintenance Assessment Districts (From January 1st through August 31st of each Fiscal Year)

1. **Database Development.** Consultant will update the database with current County Assessor's information including property owner names, property owner addresses and any other available data that will augment the existing database.
2. **Budget Preparation.** Consultant will meet with City staff to review each district's budget for the coming fiscal year. This budget will be based on historical costs, actual and/or projected changes in costs and/or improvements to be maintained. Cost categories may include but are not limited to capital improvements, maintenance costs, incidental costs (engineering, legal, district administration) and reserve funds.
3. **Assessment Computation and Rate Analysis.** Consultant will compute the assessment for each parcel within each district according to its method of assessment. Consultant will provide an assessment summary which will include a comparison of current year rates versus prior year rates, separate by zone and land use, if applicable, and fund balance information.
4. **Engineer's Report Preparation.** Consultant will prepare and provide to City staff the annual Engineer's Report for each district. Each such Engineer's Report will consist of:
 - a. Background of the district.
 - b. A detailed and technically supported Method of Assessment.
 - c. A description of the improvements and services funded by the district.
 - d. A cost estimate for the improvements and services being funded.
 - e. Copy or reference to the original district diagram.
 - f. A table showing assessed rates by zone and land use.
 - g. An assessment roll listing assessments by parcel or reference a complete roll on file with the City.
5. **Meet with City Staff.** Consultant will meet with City staff to review each Engineer's Report for modifications and approval.
6. **Noticing and Resolution Coordination.** Consultant will coordinate activities to ensure that required tasks are completed within the scheduled time frame.

Consultant will assist the City with preparation of any notice of assessments, public hearings, or other meetings requiring publication. Consultant will assist the City with preparation of the staff report, all legal notices and the associated resolutions described below:

- a. Resolution describing improvements, initiating proceeding and ordering the Consultant's engineer to prepare and file a report for the City.
 - b. Resolution preliminarily approving the Engineer's Report
 - c. Resolution of intention declaring the intention of the City Council to levy and collect assessments and setting a date for the public hearing.
 - d. Resolution authorizing the placement of assessments on the secured property tax bills.
7. **Meeting Attendance.** Consultant will attend up to a total of two (2) public meetings such as workshops and City Council meetings (in addition to and not including the town hall meetings in B(3) of this Exhibit A-2), as requested by the City.
 8. **Levy Submittal.** Consultant will submit the levy to the Ventura County Auditor- Controller in the required format. Assessments rejected by the Ventura County Auditor-Controller will be researched and resubmitted for collection on the Ventura County Tax Roll. Any parcels that are not submitted to Ventura County for collection will be invoiced for payment directly to the City.
 9. **Final Engineer's Report.** Consultant will update and deliver to City staff each annual Engineer's Report.
 10. **Toll-Free Phone Number.** Consultant shall provide a toll-free phone number for use by the City, other interested parties and all property owners during regular business hours, Monday-Friday 8:00 a.m. to 5:00 p.m. Consultant will be available to answer questions regarding each district and the ongoing collection of assessments. Bilingual staff is available to assist Spanish-speaking property owners.

B. Special Projects Necessary for the Ongoing Administration of the Maintenance Assessment Districts (On-Call Services)

1. **Removal of Exterior Improvements.** Consultant will review each district, work with the City as it removes the exterior improvements (along major streets), recalculate the percentages of general and special benefit, adjust the maximum assessment, including a review of proportionality, and update the description and map of improvements for each district through a resolution of the City Council.
2. **Addition of Interior Improvements.** Consultant will review each district, work

with the City as it adds interior improvements, if applicable, recalculate the percentages of general and special benefit, adjust the maximum assessment, including a review of proportionality, and update the description and map of improvements for each district through a resolution of the City Council.

3. **Community Outreach.** Consultant will participate and provide support for community outreach efforts related to the review and adjustment of historical City administrative fees, removal of exterior improvements, addition of interior improvements, if applicable, and use of surplus funds, if applicable. Consultant will participate and provide support, including mailing support (with materials and postage paid by City) for town hall meetings related to the bidding and awarding of maintenance contracts, setting of maintenance levels of service, changes to the maps of improvements, and setting of corresponding assessment levies. Consultant will attend two (2) town hall meetings scheduled annually (in addition to and not including the two (2) public meetings in A(7) of this Exhibit A-2).

C. Assistance to City Staff with the Administration of the Maintenance Assessment Districts (Starting September 1st of Each Fiscal Year, Upon City's Request)

1. **On Call Assistance.** Consultant will be available to answer questions and assist City staff during regular business hours, Monday-Friday 8:00 a.m to 5:00 p.m. on particular issues involving the administration of the assessment districts, as requested. On call assistance may include, but not be limited to:
 - a. Assistance with the preparation of annual Resolutions, engineer's reports and assessment levies.
 - b. Assistance with direct staff allocations.
 - c. Assistance with indirect cost allocations.
 - d. Assistance with Proposition 218 compliance on an ongoing basis.
 - e. Assistance with maintenance contract specifications and bidding.
 - f. Assistance with the resolution of inquiries by property owners and the public.
 - g. Assistance with the separation of Zone 1 and Zone 2 within the Waterways Assessment District."
 - h. Assistance with public relations and outreach to the community

8. Exhibit B of the Agreement is replaced with Exhibit B-2, which shall read as follows:

**“EXHIBIT B-2:
RATES AND COSTS RELATED TO SERVICES LISTED IN EXHIBIT A-2**

1972 Act (LMD/MAD) Administration Services of the City’s Maintenance Assessment Districts (From January 1st through August 31st of each Fiscal Year)

Range of fees below allows the City to select some or all of the tasks from the scope of work. Consultant will rely upon the City for selection of desired tasks each Fiscal Year. Consultant will use its hourly rate schedule to calculate fees within the range set forth below.

Districts or Zones with Less than 300 Parcels.....\$250-774.29
Each*
Districts or Zones with 300 Parcels or More.....\$250-
1,106.14 Each*

Total Annually\$10,250-33,405.14

* Per District Fee reflects a total of \$2,000 in expenses and includes engineer’s signature and stamp of 2018/19 consolidated engineer’s report.

Breakdown of Administration Fees

District Name	Parcel Count	District Fee
LMD No. 03 (River Ridge)	515	\$250-1,106.14
LMD No. 09 (Strawberry Fields)	226	250-774.29
LMD No. 10 (Country Club Estates)	153	250-774.29
LMD No. 11 (St. Tropez)	83	250-774.29
LMD No. 12 (Standard Pacific)	255	250-774.29
LMD No. 13 (Le Village)	160	250-774.29
LMD No. 14 (California Cove)	212	250-774.29
LMD No. 15 (Pelican Pointe)	73	250-774.29
LMD No. 16 (California Lighthouse)	265	250-774.29
LMD No. 23 (Greystone)	61	250-774.29
LMD No. 24 (Vineyards)	100	250-774.29
LMD No. 25 (The Pointe)	216	250-774.29
LMD No. 26 (Albertson's)	1	250-774.29
LMD No. 27 (Rose Island)	50	250-774.29
LMD No. 28 (Harborside)	355	250-1,106.14
LMD No. 30 (Haas Automation)	13	250-774.29
LMD No. 31 (Rancho De La Rosa)	233	250-774.29
LMD No. 32 (Oak Park)	27	250-774.29
LMD No. 33 (El Paseo)	190	250-774.29
LMD No. 34 (Sunrise/Sunset)	273	250-774.29
LMD No. 36 (Carmel/Santa Cruz)	330	250-1,106.14
LMD No. 37 (Pacific Breeze)	119	250-774.29
LMD No. 38 (Aldea Del Mar)	294	250-774.29
LMD No. 39 (Promesa & Sueno)	244	250-774.29

LMD No. 40 (Cantada)	113	250-774.29
LMD No. 41 (Pacific Cove)	120	250-774.29
LMD No. 42 (Cantabria & Coronado)	197	250-774.29
LMD No. 43 (Greenbelt)	164	250-774.29
LMD No. 46 (Daily Ranch)	262	250-774.29
LMD No. 47 (Sycamore Place)	111	250-774.29
LMD No. 49 (Cameron Ranch)	36	250-774.29
LMD No. 50 (Pleasant Valley)	60	250-774.29
LMD No. 51 (Pfeiler)	219	250-774.29
LMD No. 52 (Wingfield)	199	250-774.29
LMD No. 53 (Huff Court)	8	250-774.29
LMD No. 54 (Meadow Crest)	50	250-774.29
LMD No. 55 (Wingfield West)	41	250-774.29
LMD No. 58 (Westwind)	156	250-774.29
LMD No. 60 (Artisan)	3	250-774.29
MAD No. 04 (Mandalay Beach/Colony/Hotel)	441	250-1,106.14
Waterways	877	250-1,106.14
Total Annually:		\$10,250-33,405.14

Special Projects Necessary for the Ongoing Administration of the Maintenance Assessment Districts and Assistance to City Staff with the Administration of the Maintenance Assessment Districts
(Starting September 1st of each Fiscal Year Upon Request or On-Call Services)

Hourly per Schedule Below (Initial Authorization)\$25,000 *
Estimated Expenses\$1,500
Total Fees.....\$26,500

* City may authorize additional hours as needed.

Expenses

Customary out-of-pocket expenses will be billed to the City at actual cost to Consultant. These expenses may include, but not be limited to assessment engineer's signature and stamp, travel, mailing fulfillment, postage, supplies, telephone, reproduction, meals and various third-party charges for data, maps, and recording fees. Any requested reimbursement over \$100 requires pre-approval by the City; please send all such requests to Sandra Burkhardt, Special Districts Manager at Sandra.Burkhardt@oxnard.org or her designee.

Additional Services

The following table shows our current hourly rates. Additional services authorized by the City, but not included in the scopes of work above will be billed at this rate or the then-applicable hourly rate.

Title	Maximum Hourly Rate*
Director	\$205
Associate Director	\$190
Senior Consultant/Engineer	\$160
Consultant	\$140
Analyst	\$120
Resource Analyst	\$95

*The Manager and Principal-In-Charge may negotiate lower rates per project."

9. Exhibit C-2 is added to the Agreement as follows:

"EXHIBIT C-2 SCOPE OF SERVICES

1915 Act Assessment District Administration Services

Kick-Off Meeting, Project Schedule. Consultant to meet with City staff, legal counsel and other interested parties to:

- Establish lines of communication
- Clarify the specific project goals and criteria that will meet the City's preference
- Identify and resolve any special circumstances that may be involved in the administration of the districts
- Develop project schedules to meet legal requirements and provide for effective interaction of all involved parties
- Establish meeting dates consistent with schedule to achieve project milestones

Data Collection. Consultant will gather and review data relevant to the administration of the district. Data will be obtained from various sources, including City records, Assessor's parcel maps, and County Assessor information and establish a database for the assessment district.

Policy Review. Consultant will review policies and procedures that have been established by the City for compliance with the governing documents and law. These policies will be incorporated into our service to the City.

Cost Recovery. Consultant will identify all costs associated with the administration of the Assessment District and recover those costs through the levy process as outlined in §8682 and §8682.1 of the California Streets and Highways Code. These costs may include, but not be limited to Registrar/Transfer/Paying Agent fees, Arbitrage Rebate calculation fees, bank fees, and expenses of the City and its consultants related to the administration of the district.

Fund Analysis. Consultant will determine the balance requirements and acquire the current cash balances for the district. We will make recommendations to ensure that the flow of funds and fund balances are in compliance with bond documents. Cash flow analysis will also be performed to determine any levy shortfall or surplus.

Annual Assessment Levy. Consultant will calculate the annual assessment levy for each parcel in the district and submit the amount for each parcel to the County in the format and medium (i.e. tape, diskette) required by the County Auditor-Controller.

Resubmission of Rejects. Consultant will research the status of any parcels rejected by the County Auditor-Controller, and resubmit corrected data for collection on the County Tax Roll. Any parcels that are not accepted by the County for collection will be invoiced directly, with payment directed to the City.

Maintain Assessment District Data. Consultant will annually track all parcel changes to ensure that all changes are documented. Historical parcel change and assessment apportionment data will be maintained by NBS.

Annual Report. Consultant will provide a comprehensive Annual Report that will show a detailed listing of the amounts submitted to the County or directly billed for collection, details of delinquent assessments, fund analysis, paid off parcels and release of liens, all bond call activity, and assessed valuation information.

Delinquency Monitoring. Consultant will provide the City with a comprehensive list of delinquencies after each installment becomes due. This report will show delinquency percentage as well as a detailed list of each delinquent parcel.

Prepayment Calculation/Amortization Schedule. Consultant will provide assessment prepayment calculations and amortization schedules to interested parties. The requester will pay the cost of this service; however, there will be no charge to the City or property owners.

Bond Calls. Consultant will prepare the spread of principal to be called within maturities for all bond calls and coordinate the call with the Paying Agent/Trustee.

Release of Liens. Consultant will prepare all documents required to release the liens of parcels that have prepaid the assessment.

Notice of Special Assessment. Consultant will provide a "Notice of Special Assessment" disclosure notice to requesting parties as required by §53754 of the Government Code of the State of California. The fee of any Notice of Special Assessment shall be paid by the party requesting the disclosure notice.

Toll-Free Phone Number. Consultant will provide a toll-free phone number for use by the City, other interested parties and all property owners. Our staff will be available to answer questions regarding the formation and ongoing collection of assessments for the district. Bilingual staff is available for Spanish-speaking property owners.

County Assessor Reporting. Consultant will work with the County Assessor to aid in complying with the requirements of Revenue & Taxation Code 163. This includes providing data such as parcel number, original assessment and current principal balance to the County Assessor.

Community Facilities District Administration

Data Collection. Consultant will gather and review data pertinent to the administration of the Community Facilities District. Data will be obtained from various sources such as assessor's

parcel maps, building permits and county assessor information as determined to be necessary based on the requirements of the Rate and Method of Apportionment. Consultant will maintain and periodically update a database of all parcels within the districts and relevant parcel information.

Administrative Cost Recovery. Consultant will identify all costs associated with the administration of the Community Facilities District and recover those costs through the levy process as outlined in §53317(e) and §53340 of the Government Code of the State of California. Such costs may include, but are not to be limited to: bank fees, legal fees, county tax collection fees, and all costs and expenses of the public agency and its consultants related to district administration.

Cash Flow Analysis. Consultant will determine the cash flow requirement, acquire current fund balances and make recommendations to keep the flow of funds and fund balances in compliance with the bond documents. Fund transfers might include the transfer of available surplus funds to be used as levy credits or the transfer of reserve funds to the redemption fund upon the prepayment of special taxes. Cash flow analysis will also be performed to determine any levy shortfall or surplus collections.

Special Tax Requirement. Consultant will calculate the annual Special Tax Requirement that will include all necessary components as outlined in the Rate and Method of Apportionment, such as principal and interest due, administrative expenses, collection for direct financing of services or facilities, and a fund credit or replenishment as determined from analysis of the district funds.

Levy Calculation. Consultant will calculate the annual special tax levy for each parcel within the Community Facilities District following the guidelines established in the Rate and Method of Apportionment.

Meeting Attendance. Consultant will attend district related Council/Board meetings related to district administration, as requested by the City.

Parcel Tax Reporting

Consultant will prepare a report with information relating to the imposition of each locally assessed parcel tax required by the addition of Government Code (GC) section 12463.2 (chapter 781, statutes of 2014.)

Levy Submittal. Consultant will submit the levy to the County Auditor Controller in the required format and medium (i.e. e-mail, diskette). Special Taxes rejected by the County Auditor Controller will be researched and resubmitted for collection on the County Tax Roll. Any parcels that are not submitted to the County for collection will be invoiced directly to the parcel owner, with payment submitted to the public agency.

Special Tax Levy Report. Consultant will provide an annual Special Tax Levy Report. This report will include a parcel listing with levy amounts and other parcel information, the details of the annual Special Tax Requirement, current delinquency information, fund analysis, administrative expenses to be recovered, and status of the project and current issues affecting the districts.

Delinquency Monitoring. Consultant will provide a comprehensive list of delinquencies after each special tax installment becomes due. The delinquency report will provide the district's overall delinquency percentage as well as a detailed list of each delinquent parcel, with the name and address of the delinquent parcel owner, the delinquent amount and penalties.

Prepayment Calculations. Consultant will provide special tax prepayment calculations to interested parties. The party requesting the calculation shall pay the fee of any prepayment calculation.

Bond Calls. Consultant will prepare the spread of principal to be called within maturities for all bond calls and coordinate the call with the Paying Agent/Trustee.

Release of Liens. Consultant will prepare all documents required to release the liens of parcels that have prepaid the special tax.

CDIAC Reporting. Consultant will perform all necessary reporting to the California Debt and Investment Advisory Commission as required by §53359.5(b) and §53359.5(c) of the Government Code of the State of California.

Notice of Special Tax Disclosure. Consultant will provide Notice of Special Tax Disclosure notices to requesting parties as required by §53340.2 and §53341.5 of the Government Code of the State of California. The fee of any Notice of Special Tax shall be billed to the party requesting the disclosure form.

Toll-Free Phone Number. Consultant will provide a toll-free phone number for use by the City, other interested parties and all property owners. Our staff will be available to answer questions regarding the districts and ongoing collection of the special tax. Bilingual staff is available for Spanish-speaking property owners.

Continuing Disclosure

In accordance with the Continuing Disclosure Certificate of the Bonds, Consultant will support with the annual disclosure filing requirements of the SEC Continuing Disclosure Rule 15c2-12. Specifically, Consultant will perform the following:

Document Review. Consultant will review pertinent documents of the Bonds, including the Official Statement and Continuing Disclosure Certificate. We will identify material such as the Comprehensive Annual Financial Report and/or other operating data that the City has agreed to provide in the Continuing Disclosure Certificate.

Data Collection. Consultant will collect the annual financial information and operating data that the City has agreed to provide to the Electronic Municipal Market Access system, or EMMA.

Report Preparation. Consultant will prepare the Annual Disclosure Report as required in the Disclosure Certificate.

Annual Dissemination. Consultant will disseminate the Annual Disclosure Report including City Financials to EMMA and any SID, and post to our website to allow public access free of charge.

Significant Events. Consultant will prepare and disseminate a "Notice of Significant Events", as listed on the Continuing Disclosure Certificate, to EMMA, as required in the certificate. Action will commence upon notification by the City of the occurrence of any of the events.

City's Responsibilities. The City shall furnish Consultant with any pertinent information that is available to the City and applicable to the services. The City shall designate a person to act with authority on its behalf in respect to the services. The City shall notify Consultant of the occurrence of any events listed in the Continuing Disclosure Certificate. The City shall promptly respond to Consultant's requests for reviews and approvals of its work, and to its requests for decisions related to the services. City understands and agrees that Consultant is entitled to rely on

all information, data and documents (collectively, "Information") supplied to Consultant by City or any of its agents, Agreements or proxies or obtained by Consultant from other usual and customary sources including other government sources or proxies as being accurate and correct and Consultant will have no obligation to confirm that such Information is correct and that Consultant will have no liability to City or any third party if such Information is not correct.

Delinquency Management

Consultant will develop a comprehensive delinquency management program which includes a discussion and interpretation of the issuer's foreclosure covenant together with a review of the existing policies and procedures of the City. This service can be provided as part of overall annual administration or as a stand-alone service. When deemed as the appropriate course of action, NBS will perform the following.

Delinquency Reports. Consultant will provide the City with an updated list of delinquencies prior to sending any of the below letters. This report will also detail each district's percentage of delinquencies, as well as a detailed list of each delinquent parcel.

Reminder Letter. At the City's direction, Consultant will send a reminder letter to the property owner of each delinquent parcel for the December 10th installment. The purpose of the letter is to inform and educate the property owner of their obligation to pay assessments.

Demand Letter. At the City's direction, Consultant will send a demand letter to the property owner of each delinquent parcel for the April 10th installment. This letter will be mailed to any property owner who remains delinquent for both installments or who is delinquent for April 10th only. The purpose of this letter is to further educate the property owner and advise them of a potential foreclosure.

Lienholder Letter. At the City's direction, Consultant will send a demand letter to the lienholders of loan-defaulted parcels where a Notice of Default has been filed, notifying them of the special tax / assessment delinquency and the loss of their lien position when judicial foreclosure occurs. The purpose of this letter is to educate the lienholders and to spur quick payment of delinquencies in order to protect their interest in the property.

Lienholder Research. At the City's direction, Consultant will perform detailed search of public records to identify lienholders on non-loan-defaulted parcels. The purpose of this is to allow further communication from the City to educate the lienholders and to spur quick payment of delinquencies in order to protect their interest in the property.

Foreclosure Letter. This type of letter is typically sent after the installments for a parcel have been removed from the tax roll. The letter delineates what amount must be paid directly to the City to forestall the turnover of documents to the foreclosure attorney.

Tax Roll Removal and Notice. Consultant will provide the information required to remove parcels from the tax roll and coordinate with the County Auditor Controller to verify the removal. This step is in preparation of turning the parcels over for foreclosure. Once removed from the tax roll, each property owner will receive one final foreclosure letter indicating the amount due and payment instructions. NBS will file the Notice of Intent to Remove Delinquent Installments and remove such Notice upon payment of the delinquency.

Payment Plans. At the City's discretion, Consultant will offer payment plans to property owners in lieu of turning parcels over to the City's foreclosure counsel.

Subsequent Foreclosure Services. Consultant will prepare and deliver all information to the City's foreclosure counsel. Consultant will also continue to supply the City's counsel with additional information throughout the foreclosure process. Consultant will continue to respond to property owner and City staff phone calls regarding the status of all cases, and will coordinate and audit status reports on a bi-monthly basis from the City's foreclosure counsel.

Toll-Free Phone Number. Consultant will provide a toll-free phone number for use by the City, other interested parties and all property owners. Consultant's staff will be available to answer questions regarding the formation and ongoing collection of assessments/special taxes for the districts. Bilingual staff is available for Spanish-speaking property owners.

Apportionments

Parts 10 and 10.5 of the *Streets and Highways Code* detail the methodology and procedure that the City must follow in apportioning the assessment lien on parcels that are reconfigured and/or subdivided. With our experience in district formation and the development of methods of assessment, we are able to ensure that apportionments are properly performed.

Assuming proceeding under the preferred procedure of Part 10.5, Consultant will perform the following:

Application Forms. Consultant will provide apportionment application forms and instructions to the City's Engineering representative for inclusion as a condition of approval for subdivision within an assessment district.

Segregation. Consultant will apportion the special assessment according to the method of spread as described in the engineer's report.

Notice of Apportionment. Consultant will prepare a notice of apportionment and send it via certified mail to the issuing underwriter, as required.

Assessment Diagram. Consultant will prepare an amended assessment diagram and notice. The diagram and notice will be filed and recorded with the County Recorder.

Amortization Schedule. Consultant will prepare an amortization schedule for each newly created assessment type.

Apportionment Report. Consultant will prepare and submit to the City an Apportionment Report showing the finalized apportionment and the amended assessment diagram.

In the event proceedings are undertaken under Part 10, the following **additional** items are required:

Resolutions. Consultant will prepare the required resolutions to order the amended assessment, the amended assessment diagram, notices to the property owner, and fix the amount of costs to perform the apportionment.

Public Meetings. Consultant will be available to attend any public meetings required to complete the apportionment."

10. Exhibit D-2 is added to the Agreement as follows:

**“EXHIBIT D-2:
RATES AND COSTS RELATED TO SERVICES LISTED IN EXHIBIT C-2**

1915 Act administration

District Name	Annual Fee
Assessment District 2000-1	\$3,000
Assessment District 2001-1	\$3,000

CFD administration

District Name	Annual Fee
CFD No. 2000-3	\$3,750
CFD No. 1	\$3,750
CFD No. 2	\$3,750
CFD No. 3	\$3,750
CFD No. 4	\$3,750
CFD No. 5	\$3,750

Continuing Disclosure

AD 2000-1 Report Fee.....	\$1,500
AD 2001-1 Report Fee (1).....	\$1,500
CFD No. 2000-3 Report Fee (1)	\$1,500
CFD No. 1 Report Fee (1).....	\$1,500

(1) Reports are combined under the 2012 Revenue Bonds (Series A & B)

Developer's Continuing Disclosure

AD 2000-1 Report Fee.....	\$400
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Significant Event Fee..... hourly or \$250 per event

Dissemination Services:

Report Dissemination (per recipient).....	\$25
Significant Event Dissemination (per recipient).....	\$25

Delinquency Management

Reminder Letters (1).....	\$15
Demand Letters (1) 30	
Lienholder Letters (1, 2)	40
Lienholder Research (Notice of Default Not Filed)	Hourly
Foreclosure Letters 50	
Payment Plan Administration	300
Tax Roll Removal (3, 4)	75

Removal of the Notice of Intent to Remove Delinquent Installments (4)	25
Subsequent Foreclosure Fees (4)	100

All fees are based on a per parcel/per district basis, except as noted below.

1. This fee will be recovered as part of the next levy.
2. Letter is sent to lienholders where public Notice of Default has been filed. Fee reduced to \$20 when sent jointly with Demand or Foreclosure Letter to same parcel.
3. This fee includes filing of the "Notice of Intent to Remove Delinquent Installments" but does not include County fees for removal from the tax roll.

Apportionments

Apportionments will be performed upon request and paid for by the requesting party at consultant's then current fee structure, as shown below. Consultant will apportion the assessment according to the original method of spread, prepare the amended assessment diagram, and record the notice of apportionment and amended diagram per Parts 10 and 10.5 of the Streets and Highways Code.

Apportionment Fee (Four parcels or less):	\$950
Apportionment Fee (Five or more parcels):	\$1,800
	(plus \$35 per parcel)

Recording Fee (each):	\$40
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PART 10 (IN ADDITION TO FEES SHOWN AS PART 10.5 ABOVE)

Resolutions: \$300

Meeting Attendance: hourly, plus travel costs*

ANNUAL FEE INCREASES

Cost of living increases may be applied to the Administration and Disclosure services listed above on October 1 each year, beginning with October 1, 2019. The COLA would be the actual cost of living increase based on the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all urban consumers for the Southern California counties.

Expenses

Customary out-of-pocket expenses will be billed to the City at actual cost to Consultant. These expenses may include, but not be limited to, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees. Any requested reimbursement over \$100 requires pre-approval by the City; please send all such requests to Sandra Burkhart, Special Districts Manager at Sandra.Burkhart@oxnard.org or her designee.

Additional Services

The following table shows our current hourly rates. Additional services authorized by the City but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

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

CITY OF OXNARD

Tim Flynn 5/22/18
Tim Flynn, Mayor Date

ATTEST:

Michelle Ascencion 5/23/18
Michelle Ascencion, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer 3/26/18
Stephen M. Fischer, City Attorney Date

APPROVED AS TO CONTENT:

Sandra Burkhardt 3-28-18
Sandra Burkhardt, Project Manager Date

Jim Throop 4/12/18
Jim Throop, Department Head Date

APPROVED AS TO AMOUNT:

Scott Whitney 5/22/18
Scott Whitney, Interim City Manager Date

APPROVED AS TO INSURANCE:

Mike More 4/29/18
Mike More, Risk Manager Date

NBS GOVERNMENT FINANCE GROUP

Michael Retner
Michael Retner, President/CEO/CFO Date
Board Secretary

Dave Ketcham
Dave Ketcham, Vice President Date

The City requires the following for any Agreement:

- 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

Title	Hourly Rate
Director	\$ 205
Senior Consultant/Engineer	160
Consultant	140
Analyst	120
Clerical/Support	95"

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

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

CITY OF OXNARD

Tim Flynn, Mayor

Date

ATTEST:

Michelle Ascencion, City Clerk

Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

3/26/18
Date

APPROVED AS TO CONTENT:

Sandra Burkhardt, Project Manager

Date

Jim Throop, Department Head

Date

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager

Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

Date

NBS GOVERNMENT FINANCE GROUP

Michael Remyer, President/CEO
Board Secretary

3/27/18
Date

Dave Ketcham, Vice President

3/27/18
Date

The City requires the following for any Agreement:

- 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. A-7950

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 7th day of February, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and NBS Government Finance Group ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

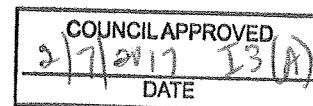
Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Sandra Burkhart ("Manager"), subject to the direction of the City Manager or Department Manager.



6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement [pursuant to the schedule provided in Exhibit A attached hereto and incorporated by this reference in full herein]. 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 Pablo Perez 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 February 7, 2017, and expire on June 30, 2018.

13. Termination

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

agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

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

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$166,700 for the Services at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

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

21. Indemnity

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

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified

Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

22. Insurance

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

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

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for

employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

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 NBS, 32605 Temecula Parkway, Suite 100, Temecula, CA 92592, Attention: Pablo Perez.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Finance Department, 300 West Third Street, #202, Oxnard, California 93030, Attention: Sandra Burkhart.

41. Amendment

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

42. Entire Agreement

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

CITY OF OXNARD



Greg Nyhoff, City Manager

APPROVED AS TO FORM:



Stephen Fischer, City Attorney

APPROVED AS TO INSURANCE:

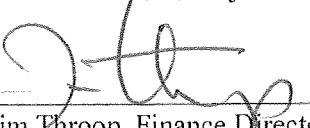


Risk Manager

APPROVED AS TO CONTENT:

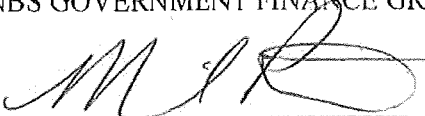


Sandra Burkhart, Project Manager

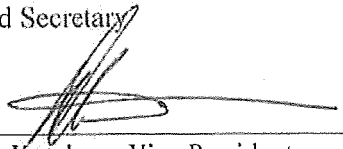


Jim Throop, Finance Director

NBS GOVERNMENT FINANCE GROUP



Michael Rentner, President/CEO/CFO/
Board Secretary



Dave Ketcham, Vice President

EXHIBIT A SCOPE OF SERVICES

A. 1972 Act (LMD/MAD) Administration Services of the City's Maintenance Assessment Districts (From January 13, 2017 through August 31, 2017)

1. **Database Development.** Consultant will update the database with current County Assessor's information including property owner names, property owner addresses and any other available data that will augment the existing database.
2. **Budget Preparation.** Consultant will meet with City staff to review each district's budget for the coming fiscal year. This budget will be based on historical costs, actual and/or projected changes in costs and/or improvements to be maintained. Cost categories may include but are not limited to capital improvements, maintenance costs, incidental costs (engineering, legal, district administration) and reserve funds.
3. **Assessment Computation and Rate Analysis.** Consultant will compute the assessment for each parcel within each district according to its method of assessment. Consultant will provide an assessment summary which will include a comparison of current year rates versus prior year rates, separate by zone and land use, if applicable, and fund balance information.
4. **Engineer's Report Preparation.** Consultant will prepare and provide to City staff the annual Engineer's Report for each district. Each such Engineer's Report will consist of:
 - a. Background of the district.
 - b. A detailed and technically supported Method of Assessment.
 - c. A description of the improvements and services funded by the district.
 - d. A cost estimate for the improvements and services being funded.
 - e. Copy or reference to the original district diagram.
 - f. A table showing assessed rates by zone and land use.
 - g. An assessment roll listing assessments by parcel or reference a complete roll on file with the City.
5. **Meet with City Staff.** Consultant will meet with City staff to review each Engineer's Report for modifications and approval.
6. **Noticing and Resolution Coordination.** Consultant will coordinate activities to ensure that required tasks are completed within the scheduled time frame. Consultant will assist the City with preparation of any notice of assessments, public hearings, or other meetings requiring publication. Consultant will assist the City with preparation of the staff report, all legal notices and the associated resolutions described below:
 - a. Resolution describing improvements, initiating proceeding and ordering the Consultant's engineer to prepare and file a report for the City.
 - b. Resolution preliminarily approving the Engineer's Report.

- c. Resolution of intention declaring the intention of the City Council to levy and collect assessments and setting a date for the public hearing.
 - d. Resolution authorizing the placement of assessments on the secured property tax bills.
7. **Meeting Attendance.** Consultant will attend up to a total of two (2) public meetings such as workshops and City Council meetings (in addition to and not including the town hall meetings in B(3) of this Exhibit A), as requested by the City.
 8. **Levy Submittal.** Consultant will submit the levy to the Ventura County Auditor-Controller in the required format. Assessments rejected by the Ventura County Auditor-Controller will be researched and resubmitted for collection on the Ventura County Tax Roll. Any parcels that are not submitted to Ventura County for collection will be invoiced for payment directly to the City.
 9. **Final Engineer's Report.** Consultant will update and deliver to City staff each annual Engineer's Report.
 10. **Toll-Free Phone Number.** Consultant shall provide a toll-free phone number for use by the City, other interested parties and all property owners during regular business hours, Monday-Friday 8:00 a.m to 5:00 p.m. Consultant will be available to answer questions regarding each district and the ongoing collection of assessments. Bilingual staff is available to assist Spanish-speaking property owners.

B. Special Projects Necessary for the Ongoing Administration of the Maintenance Assessment Districts

1. **Removal of Exterior Improvements.** Consultant will review each district, work with the City as it removes the exterior improvements (along major streets), recalculate the percentages of general and special benefit, adjust the maximum assessment, including a review of proportionality, and update the description and map of improvements for each district through a resolution of the City Council.
2. **Addition of Interior Improvements.** Consultant will review each district, work with the City as it adds interior improvements, if applicable, recalculate the percentages of general and special benefit, adjust the maximum assessment, including a review of proportionality, and update the description and map of improvements for each district through a resolution of the City Council.
3. **Community Outreach.** Consultant will participate and provide support for community outreach efforts related to the review and adjustment of historical City administrative fees, removal of exterior improvements, addition of interior improvements, if applicable, and use of surplus funds, if applicable. Consultant will participate and provide support, including mailing support (with materials and postage paid by City) for town hall meetings related to the bidding and awarding of maintenance contracts, setting of maintenance levels of service, changes to the maps of improvements, and setting of

corresponding assessment levies. Consultant will attend two (2) town hall meetings scheduled in 2017 (in addition to and not including the two (2) public meetings in A(7) of this Exhibit A).

4. **Maintenance Contract Bidding.** Consultant will provide the new description of improvements, specifications, and map of improvements after the removal of exterior improvements and addition of interior improvements, if applicable, and assist the City with the bidding of maintenance contracts for all districts, including districts currently maintained by the City.
5. **Review of Direct Staff and Indirect Cost Allocations.** Consultant will assist the City in reconciling the direct staff and indirect cost allocations for 2016/17 against actuals and proposed 2017/18 allocations.
6. **Organizational Structure.** Consultant will review the City's organizational structure of assessment district staff, make recommendations, and assist City with changes for the adequate staffing of the districts.
7. **Green City Acres Park.** Consultant will review LMD 58 in relation to Green City Acres Park for the calculation of special and general benefit and determination of funding allocations between the General Fund and the district.

C. Assistance to City Staff with the Administration of the Maintenance Assessment Districts (Starting September 1, 2017, Upon City's Request)

1. **On Call Assistance.** Consultant will be available to answer questions and assist City staff during regular business hours, Monday-Friday 8:00 a.m to 5:00 p.m. on particular issues involving the administration of the assessment districts, as requested. On call assistance may include, but not be limited to:
 - a. Assistance with the preparation of annual Resolutions, engineer's reports and assessment levies.
 - b. Assistance with direct staff allocations.
 - c. Assistance with indirect cost allocations.
 - d. Assistance with Proposition 218 compliance on an ongoing basis.
 - e. Assistance with maintenance contract specifications and bidding.
 - f. Assistance with the resolution of inquiries by property owners and the public.

**EXHIBIT B
RATES AND COSTS**

**1972 Act (LMD/MAD) Administration Services of the City's Maintenance Assessment
Districts (From January 13, 2017 through August 31, 2017)**

Districts or Zones with Less than 300 Parcels..... \$774.29 Each *
Districts or Zones with 300 Parcels or More..... \$1,106.14 Each *

Total (1/13/2017 to 8/31/2017)..... \$46,900

* Per District Fee reflects a total of \$4,500 in expenses and includes engineer's signature and stamp of 2017/18 consolidated engineer's report.

Breakdown of Administration Fees

District Name	Parcel Count	District Fee
LMD No. 01 (Summerfield)	147	\$774.29
LMD No. 02 (Channel Islands)	138	\$774.29
LMD No. 03 (River Ridge)	515	\$1,106.14
LMD No. 07/08 (Northfield/Seagate)	149	\$774.29
LMD No. 09 (Strawberry Fields)	226	\$774.29
LMD No. 10 (Country Club Estates)	153	\$774.29
LMD No. 11 (St. Tropez)	83	\$774.29
LMD No. 12 (Standard Pacific)	255	\$774.29
LMD No. 13 (Le Village)	160	\$774.29
LMD No. 14 (California Cove)	212	\$774.29
LMD No. 15 (Pelican Pointe)	73	\$774.29
LMD No. 16 (California Lighthouse)	265	\$774.29
LMD No. 17 (San Miguel)	110	\$774.29
LMD No. 18 (St. John's Hospital)	6	\$774.29
LMD No. 19 (Shopping at the Rose)	21	\$774.29
LMD No. 20 (Volvo Median)	3	\$774.29
LMD No. 21 (Cypress Pointe)	28	\$774.29
LMD No. 22 (McDonald's Median)	4	\$774.29
LMD No. 23 (Greystone)	61	\$774.29
LMD No. 24 (Vineyards)	100	\$774.29
LMD No. 25 (The Pointe)	216	\$774.29
LMD No. 26 (Albertson's)	1	\$774.29
LMD No. 27 (Rose Island)	50	\$774.29
LMD No. 28 (Harborside)	355	\$1,106.14
LMD No. 29 (Mercy Charities)	1	\$774.29
LMD No. 30 (Haas Automation)	13	\$774.29
LMD No. 31 (Rancho De La Rosa)	233	\$774.29
LMD No. 32 (Oak Park)	27	\$774.29
LMD No. 33 (El Paseo)	190	\$774.29
LMD No. 34 (Sunrise/Sunset)	273	\$774.29

LMD No. 35 (Airport Center)	6	\$774.29
LMD No. 36 (Carmel/Santa Cruz)	330	\$1,106.14
LMD No. 37 (Pacific Breeze)	119	\$774.29
LMD No. 38 (Aldea Del Mar)	294	\$774.29
LMD No. 39 (Promesa & Sueno)	244	\$774.29
LMD No. 40 (Cantada)	113	\$774.29
LMD No. 41 (Pacific Cove)	120	\$774.29
LMD No. 42 (Cantabria & Coronado)	197	\$774.29
LMD No. 43 (Greenbelt)	164	\$774.29
LMD No. 44 (American Pacific)	141	\$774.29
LMD No. 45 (Channel Pointe)	5	\$774.29
LMD No. 46 (Daily Ranch)	262	\$774.29
LMD No. 47 (Sycamore Place)	111	\$774.29
LMD No. 48 (Victoria Estates)	447	\$1,106.14
LMD No. 49 (Cameron Ranch)	36	\$774.29
LMD No. 50 (Pleasant Valley)	60	\$774.29
LMD No. 51 (Pfeiler)	219	\$774.29
LMD No. 52 (Wingfield)	199	\$774.29
LMD No. 53 (Huff Court)	8	\$774.29
LMD No. 54 (Meadow Crest)	50	\$774.29
LMD No. 55 (Wingfield West)	41	\$774.29
LMD No. 56 (The Cottages)	52	\$774.29
LMD No. 57 (Golden State Self Storage)	2	\$774.29
LMD No. 58 (Westwind)	156	\$774.29
LMD No. 59 (Orbella)	105	\$774.29
LMD No. 60 (Artisan)	3	\$774.29
MAD No. 04 (Mandalay Beach/Colony/Hotel)	441	\$1,106.14
Waterways	877	\$1,106.14
Total (1/13/2017 to 8/31/2017):	8,870	\$46,900

Special Projects Necessary for the Ongoing Administration of the Maintenance Assessment Districts

Consulting Fees.....	\$79,500
Estimated Expenses	\$3,400
Total Fees	\$82,900

**Assistance to City Staff with the Administration of the Maintenance Assessment Districts
(Starting September 1, 2017, Upon Request)**

Hourly per Schedule Below (Initial Authorization) \$34,500 *
 Estimated Expenses \$2,400
Total Fees **\$36,900**

* City may authorize additional hours as needed.

Expenses

Customary out-of-pocket expenses will be billed to the City at actual cost to Consultant. These expenses may include but not be limited to assessment engineer's signature and stamp, travel, mailing fulfillment, postage, supplies, telephone, reproduction, meals and various third-party charges for data, maps, and recording fees. Any requested reimbursement over \$100 requires pre-approval by the City; please send all such requests to Mike More, Financial Services Manager at Mike.More@oxnard.org.

Additional Services

The following table shows our current hourly rates. Additional services authorized by the City, but not included in the scope of work above will be billed at this rate or the then-applicable hourly rate.

Title	Hourly Rate
Director	\$205
Associate Director	\$190
Senior Consultant/Engineer	\$160
Consultant	\$140
Analyst	\$120
Resource Analyst	\$95

EXHIBIT INS-A
INSURANCE REQUIREMENTS

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

CERTIFICATE HOLDERCity of Oxnard
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard CA 93030**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Rev. 1/17

INS-A.doc



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Vanorsdale Insurance Services 6165 Greenwich Drive, Suite 200 San Diego, CA 92122		(858) 869-8300	CONTACT NAME: Janet Darby PHONE (A/C, No, Ext): 858-869-8300 FAX (A/C, No): 858-869-8301 E-MAIL ADDRESS:	
INSURED NBS Government Finance Group 32605 Temecula Parkway, Suite 100 & 101 Temecula, CA 92592		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Hanover Insurance Company A		22292
		INSURER B : Allmerica Financial Benefit A		41840
		INSURER C : Gemini Insurance Company A		10833
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	OH3A43196302	9/24/2016	9/24/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		AW3A42745802	9/24/2016	9/24/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$		OH3A43196302	9/24/2016	9/24/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WH3A42745703	9/24/2016	9/24/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		VCPL064726	9/24/2016	9/24/2017	Each Wrongful Act \$2,000,000
C	Professional Liability		VCPL064726	9/24/2016	9/24/2017	Annual Aggregate \$2,000,000

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

See attached page.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard
Attn: Mike More
300 WestThird Street, #302
Oxnard, CA 93030-

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTION OF OPERATIONS -

NBS Government Finance Group
32605 Temecula Parkway, Suite 100 & 101
Temecula, CA 92592

City of Oxnard
Attn: Mike More
300 West Third Street, #302
Oxnard, CA 93030-

City of Oxnard is named additional insured regarding General Liability.

Blanket forms apply when required by written contract:

GENERAL LIABILITY:

Additional Insured-Special Broadening Endt: 391-1006 06 09

Additional Insured-Completed Operations: 391-1602 12 11

Primary & Non-Contributory: 391-1331 06 09

Waiver of Subrogation: BP0497 07 02

AUTO:

Additional Insured: 461-0478 12 12

Primary & Non-Contributory: 461-0478 12 12

Waiver of Subrogation: 461-0500 11 13

WORKERS' COMPENSATION:

Waiver of Subrogation: WC040306 4-84

CERTIFICATE ISSUED DUE TO POLICY RENEWAL

POLICY #OH3 A43196302

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM**SUMMARY OF COVERAGES**

	Limits	Page
1. Additional Insured by Contract, Agreement or Permit		1
2. Additional Insured - Broad Form Vendors		2
3. Alienated Premises		2
4. Bodily Injury Redefined		2
5. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators		2
6. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)		3
7. Personal and Advertising Injury - Broad Form		3
8. Product Recall Expense	\$25,000 Occurrence \$50,000 Aggregate	3
9. Unintentional Failure to Disclose Hazards		5
10. Unintentional Failure to Notify		5

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

1. Additional Insured by Contract, Agreement or Permit

Under **SECTION II - LIABILITY, C. Who Is An Insured**, Paragraph 4, is added as follows:

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,
but only with respect to:
- (3) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
- (4) Premises you own, rent, lease, control or occupy.

This insurance applies on a primary basis if that is required by the written contract, agreement or permit.

b. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Policy;
- (3) To any person or organization included as an insured under Item 1.a.2. of this endorsement;
- (4) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage" or "personal and advertising injury" arises out of the sole negligence of the lessor;



- (5) To any:
- (a) Owners or other interests from whom land has been leased which takes place after the lease for that land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
- (6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- c. Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.
- d. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 5. is added as follows:

5. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection,

demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of the product;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in paragraphs 5.d. or 5.f.; or

(2) Such inspections, adjustments, test or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Alienated Premises

Under **SECTION II - LIABILITY, B. Exclusions**, paragraph 1.k.(2) is replaced in its entirety with the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Bodily Injury Redefined

Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, definition 4. is replaced in its entirety by the following:

4. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily Injury" includes mental anguish or other mental injury resulting from "bodily injury".
5. **Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**
- a. Under **SECTION II - LIABILITY, B. Exclusions**, paragraph 1.k., the following is added:
- Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.
- Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.
- b. Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, the following additional definition is added:
- "Customers goods" means property of your customer on your premises for the purpose of being:
- Worked on; or
 - Used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
6. **Incidental Malpractice - Employed Nurses, EMT's and Paramedics**
- Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
7. **Personal and Advertising Injury - Broad Form**
- Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, definition 15, "Personal and Advertising Injury", paragraph h. is added as follows:
- h. Discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
- Not done intentionally by or at the direction of:
 - The insured; or
 - Any officer of the corporation, director, stockholder, partner or member of the insured; and
 - Not directly or indirectly related to an "employee", nor to the employment, prospective employment or termination of any person or persons by an insured.
8. **Product Recall Expense**
- a. Under **SECTION II - LIABILITY, B. Exclusions**, Paragraph 1. o. is replaced in its entirety by the following:
- o. **Recall of Products, Work or Impaired Property**
- Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
- "Your product";
 - "Your work"; or
 - "Impaired property";
- If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". The exception to the exclusion does not apply to "product recall expenses" resulting from:
- Failure of any products to accomplish their intended purpose;
 - Breach of warranties of fitness, quality, durability or performance;
 - Loss of customer approval, or any cost incurred to regain customer approval;
 - Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
 - Caprice or whim of the insured;
 - A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
 - Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or



- (8) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.
- b. Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 4.c. is added as follows:
- c. "Bodily injury" or "property damage" do not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
- c. Under **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph e. is added as follows:
- e. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
 - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.
- d. Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, the following additional definitions are added:
- "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".
- "Product recall expense(s)" means:
- a. Necessary and reasonable expenses for:
 - (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;
 - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
- you incur exclusively for the purpose of recalling "your product"; and
- b. Your lost profit resulting from such "covered recall".
- e. Under **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, the following is added:
5. The Limits of Insurance and rules stated below fix the most that we will pay under this Product Recall Expense Coverage.
- (1) The Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "product recall expenses" initiated during the policy period.
 - (2) The Occurrence Limit shown on the Summary of Coverages is the most we will pay in connection with any one defect or deficiency.
 - (a) All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- (b) Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- (c) If the Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

6. A deductible of \$500 applies per each "Occurrence".

9. Unintentional Failure to Disclose Hazards

Under **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions**, paragraph 6. is added as follows:

6. Representations

We will not disclaim coverage under this Coverage Form if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

10. Unintentional Failure to Notify

Under **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph f. is added as follows:

- f. Your rights afforded under this Coverage Form shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this Policy.

POLICY #OH3 A43196302

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHEN REQUIR	AS REQUIRED BY CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to Paragraph C. Who Is An Insured in Section II - Liability:

Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY #OH3 A43196302

OTHER INSURANCE - PRIMARY AND NON-CONTRIBUTORY (ADDITIONAL INSURED) ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to **SECTION III - COMMON POLICY CONDITIONS**:

M. Other Insurance

1. Additional Insureds

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - LIABILITY, Part C - Who is An Insured**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under **SECTION II - LIABILITY, Part A. Coverages, Paragraph 1., Business Liability** our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) When b.(2) below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b.(3) below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION II - LIABILITY, Part A. Coverages, 1. Business Liability**.

When this insurance is excess, we will have no duty under **SECTION II - LIABILITY, Part A. Coverages, 1. Business Liability** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (2) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (3) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not



described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

POLICY #OH3 A43196302



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION WHEN REQUIRED BY A WRITTEN CONTRACT, WRITTEN AGREEMENT OF PERMIT"

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

Paragraph K. Transfer Of Rights Of Recovery Against Others To Us in Section III - Common Policy Conditions is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY #AW3 A42745802



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

- A. The following is added to **SECTION II - LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured**:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

- B. The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph B. **General Conditions**, subparagraph 5. **Other Insurance**:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II - LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured**, subparagraph **Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
 - (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
 - (3) When the additional "insured" is also an additional "insured" under another liability policy.
- C. This endorsement will apply only if the "accident" occurs:
1. During the policy period;
 2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
 3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".
- D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

**The Hanover**
Insurance Group

AW3A427458

1001554

POLICY #AW3A42745802

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: NBS GOVERNMENT FINANCE GROUP**Endorsement Effective Date:** 9/24/2016**SCHEDULE****Name(s) Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION WHEN REQUIRED BY A WRIT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

ONLY WHERE REQUIRED BY

CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 9/24/2016

Policy No. WH3A42745702

Endorsement No.

Insured

Premium \$

NBS GOVERNMENT FINANCE GROUP

Insurance Company THE HANOVER INSURANCE COMPANY

Countersigned By

Janet Darby

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Jeri Cooper, Project Mgr.

Date: June 2, 2020
Phone: 805-200-5334

Reason for Appropriation:

Appropriate funds from available fund balances for the Community Facilities District formation and Community Engagement.
--

Accounts and Descriptions**AMOUNT****Fund: 131 LMD 12 Standard Pacific****Expenditures/Transfers Out**

131-1606-805-8209	Contracts and Services/Prof Srvc-Special Proj	<u>5,000</u>
	Sub-total Expenditures	<u>5,000</u>

Net Change to Fund Balance	<u>(5,000)</u>
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Fund: 132 LMD 14 California Cove**Expenditures/Transfers Out**

132-1606-805-8209	Contracts and Services/Prof Srvc-Special Proj	<u>5,000</u>
	Sub-total Expenditures	<u>5,000</u>

Net Change to Fund Balance	<u>(5,000)</u>
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Fund: 144 LMD 24 Vineyards**Expenditures/Transfers Out**

144-1606-805-8209	Contracts and Services/Prof Srvc-Special Proj	<u>5,000</u>
	Sub-total Expenditures	<u>5,000</u>

Net Change to Fund Balance	<u>(5,000)</u>
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Fund: 145 LMD 25 The Pointe**Expenditures/Transfers Out**

145-1606-805-8209	Contracts and Services/Prof Srvc-Special Proj	<u>5,000</u>
	Sub-total Expenditures	<u>5,000</u>

Net Change to Fund Balance	<u>(5,000)</u>
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Fund: 163 LMD 41 Pacific Cove**Expenditures/Transfers Out**

163-1606-805-8209	Contracts and Services/Prof Srvc-Special Proj	<u>5,000</u>
	Sub-total Expenditures	<u>5,000</u>

Net Change to Fund Balance	<u>(5,000)</u>
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Fund: 170-8007 LMD 50 Pleasant Valley Senior Housing**Expenditures/Transfers Out**

170-8007-899-8209	Contracts and Services/Prof Srvc-Special Proj	<u>5,000</u>
	Sub-total Expenditures	<u>5,000</u>

Net Change to Fund Balance	<u>(5,000)</u>
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Fund: 170-8009 LMD 52 Wingfield**Expenditures/Transfers Out**

170-8009-899-8209	Contracts and Services/Prof Srvc-Special Proj	<u>5,000</u>
	Sub-total Expenditures	<u>5,000</u>

Net Change to Fund Balance	<u>(5,000)</u>
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Fund: 176 CDF 6 Northshore**Expenditures/Transfers Out**

176-1606-805-8209		<u>45,500</u>
	Sub-total Expenditures	<u>45,500</u>

Net Change to Fund Balance	<u>(45,500)</u>
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Net Appropriation Change	<u>80,500</u>
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

CITY OF OXNARD

Collaborative Governance Guide for the:

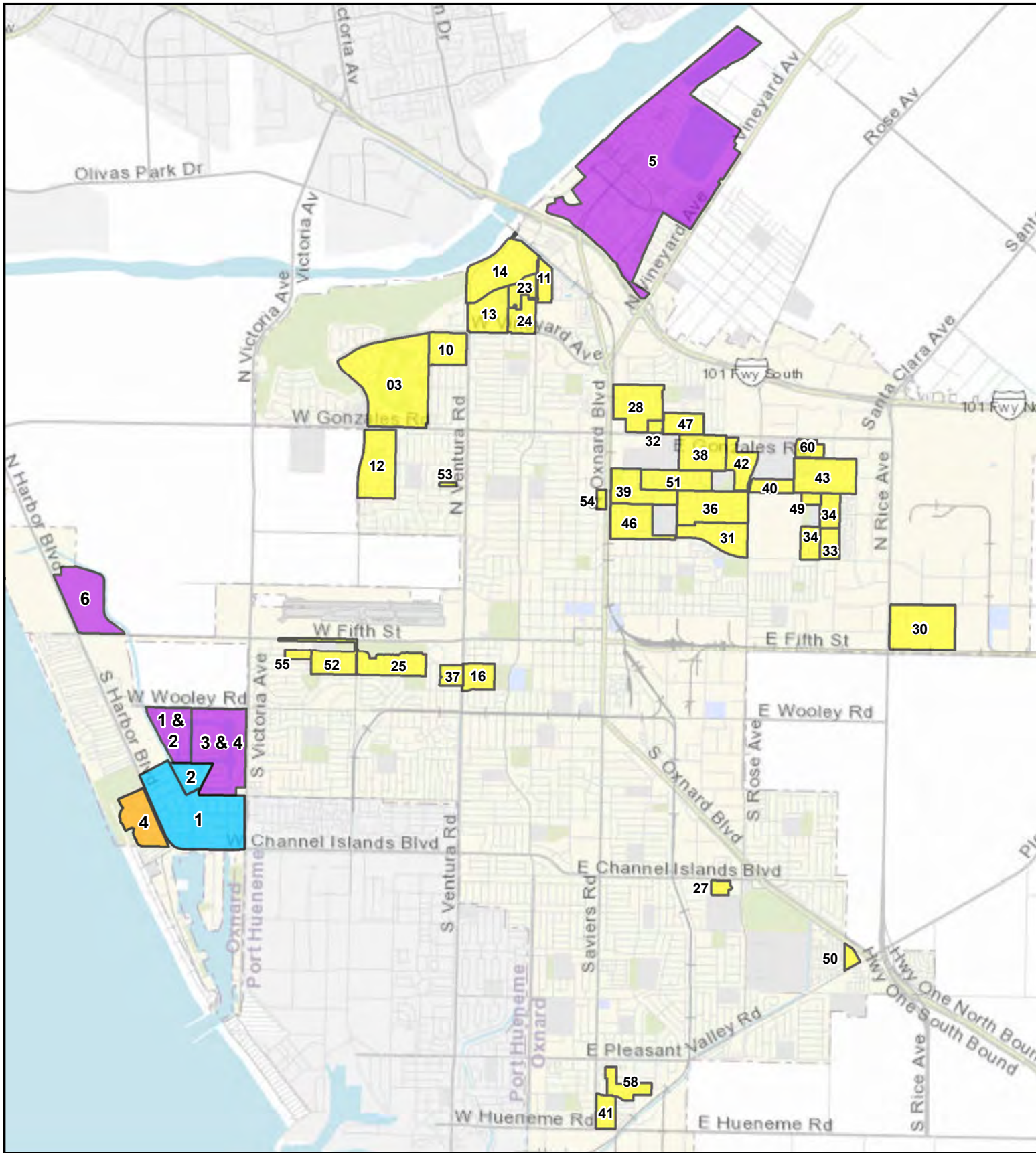
Special Districts Division

September 2019



CITY OF OXNARD ASSESSMENT DISTRICTS

ITEM #J-11



- Maintenance Assessment District (District No.)
- Community Facilities District (District No.)
- Waterway Assessment District (Zone No.)
- Landscape Maintenance District (District No.)



Community Facilities Districts	
2 - Westport	5 - Riverpark
4 - Seabridge	
Landscape Maintenance Districts	
3 - RiverRidge	38 - Aldea Del Mar
10 - Country Club	39 - El Sueno Promesa
11 - St. Tropaz	39 - DR Horton
12 - Standard Pacific	40 - Cantada
14 - California Cove	41 - Pacific Cove
16 - California Lighthouse	42 - Cantabria/Coronado
13 - Le Village	43 - Greenbelt
23 - Greystone	46 - Daily Ranch
24 - Vineyards	47 - Sycamore Place
25 - The Pointe	49 - Cameron Ranch
27 - Rose Island	50 - PV Senior Housing
28 - Harborside	51 - Pfeiler
30 - HAAS Automation	52 - Wingfield
31 - Rancho De La Rosa	53 - Huff Court
32 - Oak Park	54 - Meadow Crest
33 - El Paseo	55 - Wingfield West
34 - Sunrise Pt/Sunset Cove	58 - Westwind
36 - Villa Sta Cruz/Villa Carmel	60 - Artisan
37 - Pacific Breeze	
Maintenance Assessment District	
4 - Mandalay Bay/Beach Main	
Waterway Assessment Districts	
Zone 1 - Mandalay Bay	Zone 2 - Harbor Island



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.12

DATE: June 2, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Agreement A-8213 with Vertech Industrial Systems, LLC for On-Call Supervisory Control and Data Acquisition Systems (SCADA) Support Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement A-8213 with Vertech Industrial Systems, LLC for on-call supervisory control and data acquisition systems (SCADA) support services for the water, wastewater, and recycled water systems in the amount of \$900,000 through June 30, 2023. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

On December 23, 2019, the City released a request for proposal (RFP) for Supervisory Control and Data Acquisition (SCADA) system support services for the water, wastewater, and recycled water systems with a bid closure date of January 22, 2020. The City received a total of two (2) responsive bids: ProUsys, Inc and Vertech Industrial Systems, LLC (Vertech).

A panel consisting of the Wastewater Division Manager, Wastewater Maintenance Manager, Water Division Manager and Water Operations Manager reviewed the submitted bids and determined Vertech to be the most qualified bidder based on experience and expertise.

DISCUSSION

SCADA systems are complex communication systems that include the integration of hardware, software and firmware and are critical to the daily operation of water, wastewater and recycled water systems. SCADA systems are used by staff to monitor and control critical water, wastewater and recycled water treatment components such as valves, pumps and motors. They also act as the notification system in case of system failures or emergencies that require immediate attention. Troubleshooting, upgrading, and maintaining these systems requires specialized expertise that the water and wastewater divisions do not possess.

The following system components are monitored through each SCADA system:

Water System:

- One (1) reverse osmosis desalter treatment plant
- Ten (10) drinking water wells
- Three (3) chemical feed systems
- Six (6) blending stations
- Four (4) remote pressure stations

One (1) remote station for Calleguas, Springville reservoir
 One (1) remote station for Proctor and Gamble connection
 One (1) remote station for Port Hueneme Water Agency connection
 Six (6) connections from Calleguas
 Six (6) connections from United Water

Wastewater Systems:

One (1) 31.7 million gallon per day Oxnard Wastewater Treatment Plant
 Fifteen (15) sewage pumping stations

Recycled Water Systems:

One (1) Advanced Water Purification Facility (AWPF)
 Twelve (12) miles of recycled water pipeline pressure monitoring

Under the terms of agreement A-8213, Vertech will provide 24 hour, on-call SCADA support for the water, wastewater and recycled water systems including diagnostic testing, programming, software, hardware, instruments, radio and computer network communications, electrical, computer repair and replacement, and cyber security.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total contract value with Vertech is \$900,000 and will commence on July 1, 2020. The spending plan for Fiscal Year 2020-21 is \$300,000 and will be budgeted in the following accounts:

Wastewater Treatment Operation Fund- 621-6202-842-8209 (\$100,000)
 Water Treatment Operation Fund- 601-6010-842-8209 (\$100,000)
 Recycled Water Operation Fund- 601-6012-842-8209 (\$100,000)

Future funds will be requested in subsequent fiscal year budgets.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on May 12, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Vertech - A-8213
2. SCADA PW-20-42 Addenda No. 1
3. Vertech RFP Response placeholder

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

- (1) Agreement Start Date: July 1, 2020
- (2) Consultant: Vertech Industrial Systems, LLC
- (3) Services: On Call Services for Supervisory Control and Data Acquisition (SCADA) Integration for Water, Wastewater Treatment Plant and Advanced Water Purification Facility
- (4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement State Date listed above
- (5) Agreement Ending Date: June 30, 2023
- (6) Total Agreement Amount: \$900,000
- (7) City's Project Manager: Jan Hauser, Wastewater Division Manager
- (8) Consultant's Project Manager: Kevin Smith, Business Development Manager
- (9) Insurance Coverage: INS-W
- (10) Addresses for Notice:
- | | |
|---|---|
| <i>FOR CONSULTANT:</i> | <i>FOR CITY:</i> |
| 16 Technology Drive, Suite 118 | 305 West Third Street, East Wing, Third Floor |
| Irvine, CA 92618 | Oxnard, CA 93030 |
| Attn: Kevin Smith, Business Development Mngr. | Attn: Jan Hauser, Wastewater Division Manager |
- (11) Contact Emails:
- | | |
|--------------------------------------|--------------------------------|
| <i>CONSULTANT'S PROJECT MANAGER:</i> | <i>CITY'S PROJECT MANAGER:</i> |
| ksmith@vertech.com | jan.hauser@oxnard.org |

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- X Scope of Services Exhibit
- X Rates and Costs Exhibit
- X Insurance Exhibit (INS-W)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

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

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

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

9. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered

appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

13. Advertising and Publicity. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

14. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date

of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the

Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any confidential information disclosed under this Agreement.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

21. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

28. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

29. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

30. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

31. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

32. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

33. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

36. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

40. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

VERTECH INDUSTRIAL SYSTEMS, LLC

☒ Tim Flynn, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer _____

Titus Crabb, President ² Date

Robert Morris, Vice President Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
 - For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
 - For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.
- If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

SCADA SYSTEM SUPPORT

Consultant shall provide on call and/or emergency SCADA Integration, Instrumentation, PLC Programming services, including troubleshooting, Cyber Security Insurance, develop SCADA Architecture, develop Security platform, Flow Meter Calibration Certification, programming, report generation, report writing, support, and modifications for water treatment plant, water blending stations, wastewater treatment plant, wastewater lift stations, AWWP and recycled water distribution SCADA systems.

On an on-call and/or emergency basis, Consultant shall provide software, hardware, instrumentation, radio, computer network communications, electrical, and computer repair or replacement services. The Consultant shall be available year-round and available on a 24- hour/7-day basis. For emergency services, a 30-minute maximum call back response time with a 2-hour maximum on-site response is required. For on call services, services shall be scheduled to occur within five (5) calendar days. Consultant shall provide best management practices in protecting the SCADA system when using non-City computers or peripherals.

Consultant shall design, install and integrate SCADA systems for recycled water at River Ridge Golf Club, Blending Station 7 and the distribution pipeline. Consultant will test, troubleshoot and optimize the SCADA systems. Consultant will also coordinate with Pleasant Valley County Water District and River Ridge Golf Club to synchronize operations and ensure that the recycled water system does not interfere with normal operations.

Consultant shall upgrade the Water and Recycled Water SCADA systems to the most current version as well as test, troubleshoot and optimize the systems to ensure full interoperability and security. Services shall include maintenance services for all components of the SCADA system including hardware, software and communications for a period of one (1) year following system acceptance.

SCADA INTEGRATION SERVICES

Consultant will provide Supervisory Control and Data Acquisition (SCADA) integration services, including troubleshooting, programming, report generation, report writing, support, and modifications for water treatment plant, water blending stations, wastewater treatment plant, wastewater lift stations, Advanced Water Purification Facility (AWPF) on an on call and/or emergency basis.

Services shall include, but are not limited to:

Water System

System-Wide

- Calibrate/replace controls and instrumentation, sensors and switches (pressure, flow, level and temperature)
- Calibrate/refurbish/replace chemical (pH, conductivity, chlorine, ammonia and chloramines) analyzers
- Refurbish/replace Uninterruptible Power Supplies (UPSs)
- Work with City Information Systems Department and Verizon to isolate and remove sources of SCADA network dropouts
- Analyze power monitor data for real-time efficiency and time-of-use (TOU) evaluation
- Calibrate water system instrumentation
- Evaluate and repair communication network – coordinate with Verizon and City Information Systems regarding upgrading network switches
- Help evaluate and maintain remote access devices for SCADA operations
- Maintain software installed on (SCADA) server for local and state reporting
- Evaluate opportunities to extend City's fiber backbone to remote sites (blending stations, flow monitoring, pressure monitoring, etc.

Water Campus

- Evaluate and repair communication network – coordinate with Verizon and City Information Systems regarding upgrading network switches
- Integrate well #23 with PLC control for automated use

Blending Station No. 1 Desalter

- Isolate reverse osmosis (RO) skids Flex Input/Output (I/O) from SCADA local area network (LAN)
- Solve ControlNet module lockups
- Refurbish/replace flow control valves

Blending Station No. 2

- Upgrade PLC
- Calibrate water system instrumentation
- Develop communication

Blending Station No. 3

- Calibrate water system instrumentation

Blending Station No. 5

- Calibrate water system instrumentation

Blending Station No. 6

- Clean up analog and digital control wiring
- Integrate pressure and conductivity data into Calleguas Municipal Water District (CMWD) back feed control loop
- Develop BS No. 6 automated bypass scheme for backup CMWD supply to BS No. 1

Wellfield #2

- Clean up analog and digital control wiring
- Integrate pressure and conductivity data into Calleguas Municipal Water District (CMWD) back feed control loop

Communication/radios

- Develop loop system for radio communication

Wastewater System

Wastewater Treatment Plant

- Calibrate/replace instrumentation, sensors and switches (pressure, flow, level and temperature)
- Refurbish/replace Uninterruptible Power Supplies (UPSs)
- Clean-up bad tags that are causing errors
- Evaluate opportunities to extend City's fiber backbone to remote sites (lift stations, flow monitoring, etc.)

RATES AND COSTS EXHIBIT

STANDARD MAINTENANCE AND T&M SERVICE:

- Remote support (phone and VPN) will be the first method of service. (1-hour minimum)
- Rates are based on portal to portal with a minimum of a 4-hour shift per day
- Maintenance and service hours will be billed T&M on a monthly basis
- Blocks of hours can be pre-purchased for ease of use. Purchase order funds do not expire, but annual rate increases may apply

Type	Hours	Rate
Engineering, Programming, Troubleshooting and Field Labor, Standard Rate	M – F 8:00—5:00 24-Hours' notice	\$150/hour
Engineering, Programming, Troubleshooting and Field Labor, After Hours Rate	M—F 5:00PM—8:00AM, Saturday and Sunday, 24-Hours' notice	\$170/hour
Engineering, Programming, Troubleshooting and Field Labor, Same Day Service Rate	M – F 8:00—5:00 Less than 24 hours, but more than 4 hours' notice	\$205/hour
Engineering, Programming, Troubleshooting and Field Labor, Same Day After Hours Rate	M—F 5:00PM—8:00AM, Saturday and Sunday, Less than 24 hours but more than 4 hours' notice	\$230/hour
Mileage		GSA Mileage
Materials		Cost plus 15%

EMERGENCY SUPPORT:

- Any notice less than 4 hours will be qualified as “emergency support”
- Rates are based on portal to portal with a minimum of a 4-hour shift per day
- Consultant shall respond within a 4-hour call-back
- Consultant shall login through VPN connection to assess the problem immediately. (1-hour minimum per instance) If the problem can't be solved remotely, then an engineer will be dispatched to the site right away
- City shall be given an 800-number to reach the on-call engineer
- Emergency support hours will be billed T&M on a monthly basis
- Blocks of hours can be pre-purchased for ease of use. Purchase order funds do not expire, but annual rate increases may apply
- A monthly statement shall be issued providing a detailed accounting for hourly costs and expenses, and showing the balance left on the contract. In addition, a trip report will be filled

out on site with an explanation of services provided, and a copy will be provided to the City at the conclusion of the service visit

Type	Hours	Rate
Engineering, Programming, Troubleshooting and Field Labor, Same Day Service Rate	M – F 8:00—5:00, Less than 4-Hours’ notice	\$230.00/hour
Engineering, Programming, Troubleshooting and Field Labor, Same Day After Hours Rate	M—F 5:00PM— 8:00AM, Saturday and Sunday, Less than 4-Hours’ notice	\$255.00/hour
Mileage		GSA Mileage
Materials		Cost plus 15%

INSURANCE EXHIBIT

Exhibit INS-W

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH CYBER LIABILITY AND ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto";

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

d. Cyber Liability in an amount not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If the policy is written on a claims made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

e. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-W. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notes of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-W.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER **B**

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ SE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				SINGLE \$1,000,000 RY \$ RY \$ DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER CYBER LIABILITY				EACH OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000
A	ERRORS AND OMISSIONS INSURANCE OR MALPRACTICE INSURANCE AVAILABLE FOR THE INSURED'S PROFESSION				MINIMUM COVERAGE \$1,000,000 Each consultant & \$500,000 listed sub-consultant

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from) _____ (to) _____
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured
Retention (check which) of \$ _____
with an Aggregate of \$ _____
applies to _____
coverage. ☐ Per Occurrence
☐ Per Claim
(which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

TYPE OF INSURANCE

- GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

- ☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

Name: _____
Address: _____
Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

- INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: () _____

18/20

Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE
(MM/DD/YY)

PRODUCER

Telephone:

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from)

LOSS ADJUSTMENT EXPENSE ☐ (to) ☐ Included in Limits
☐ In Addition to Limits

NAMED INSURED

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

- ☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

\$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

- INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

1990

Via Fax: 678-259-1007

(original signature required)

Telephone: () _____

Date Signed _____



ADDENDA NO. 1

PW 20-42

**Supervisory Control and Data Acquisition (SCADA) Integration, PLC,
Instrumentation, Programming Services and Cyber Security**

(January 13, 2020)

CERTIFICATION OF RECEIPT OF ADDENDA

I certify that I have received this Addenda on behalf of the company listed below.

Signed: _____ Dated: _____

Print Name: _____ Title: _____

Company: _____

Email: _____

ADDENDA NO. 1

1.0 This addendum is considered to be part of the solicitation. All other terms of the solicitation remain unchanged and in effect. This addendum is intended to provide additional information and/or to change requirements in the above referenced solicitation. Any information contained herein will be considered part of the solicitation and as such will be used in the evaluation of the bid responses. Attention all potential bidders, if you have already submitted your proposal prior to the bid closing date, please review this addendum and re-submit your bid response, should this addendum modify your initial bid response.

1.1 To verify that all Bidders have received a copy of this addendum, please sign the cover page of this addendum and submit it with your proposal on Public Purchase.

2.0 Clarification questions for the City:

- a) What type of certifications is required for Rockwell system integrator and Ignition?

Answer: Rockwell: Solution Partner or Recognized System Integrator
Ignition: Gold or Premier Level Integrator

- b.) What classification/type of cyber security is required?

Answer: After discussing with IT, there is no need to have the Cyber Security and PEN testing in the RFP. The City already has these in place.

- c.) What are the Flow Meter Calibration specifications?

Answer: The Fox Canyon Groundwater Management Agency requires that all water flow meters meet tolerances of plus or minus five percent (+/- 5%). This means that the water meter must measure no more or less than 5% of the optimum water volume when compared to a meter of known 100% accuracy. The integrator will test for tolerances and report the findings to the Water Division. The integrator must become certified through Fox Canyon Groundwater Management Agency Prior to Testing Well Flow Meters but will not perform water well

- d.) No system design is required for recycled water at River Ridge Golf Club, Blending Station 7 and the distribution pipeline. What are the services that we will need here?

Answer: None are required at this time.



City of Oxnard

SCADA Integration, PLC, Instrumentation, Programming
Services and Cyber Security

Q190527

January 20, 2020

Prepared By:



16 Technology Dr, #118
Irvine, CA 92618
(949)-301-5874
www.verttech.com



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA AGENDA ITEM NO. J-13

DATE: June 2, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Special Tax Levy for Community Facilities Districts No. 1 and No. 2 (Westport at Mandalay Bay).

RECOMMENDATION

That the City Council:

1. Adopt a resolution setting a special tax rate within Community Facilities District (CFD) No. 1 (Westport at Mandalay Bay) for FY 2020-21; and
2. Adopt a resolution setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for FY 2020-21.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

CFD No. 1 Special Tax

On October 3, 2000, City Council adopted Resolution No. 11,823 establishing CFD No. 1. On October 24, 2000, City Council adopted Ordinance No. 2541 which was amended by Ordinance No. 2591 adopted on February 5, 2002, to levy a special tax sufficient to pay principal, interest, other periodic costs and administrative expenses with respect to the bonds of CFD No. 1. In each fiscal year thereafter, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. Resolution No. 12,082 established a Revised Rate and Method for CFD No. 1. While the maximum special tax rate in FY 2020-21 for CFD No. 1 is \$923,306, the actual amount to be levied is \$684,556.

The reserve fund will be credited to property owners in the final year of the bonds, to the extent available. The remaining balance of the bonds is \$7,175,000 with the final payment due on September 1, 2033.

CFD No. 2 Special Tax

On October 3, 2000, City Council adopted Resolution No. 11,825 establishing CFD No. 2. On October 24, 2000, City Council adopted Ordinance No. 2542, which was amended by Ordinance No. 2592 adopted on February 5, 2002, to levy a special tax sufficient to pay costs of the services and incidental expenses relating to the maintenance of CFD No. 2. In each fiscal year thereafter, the Government

Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. Resolution No. 12,082 established a Revised Rate and Method for CFD No. 2. The total amount of special taxes for CFD 2 for FY 2020-21 is \$477,087.

After collaborative conversations with residents of CFD-2, staff will be providing CFD-2 with a levy credit of \$249,208 (instead of previously stated amount of \$0). Due to the reduction of the overall levy on CFD-2, the County Collection Fee, which is based partially on the total amount of special taxes, is reduced from \$1,241 to \$637, a difference of \$604. The total amount of special taxes in FY 2020-21, therefore, is reduced from \$477,087 to \$227,275.

These changes to the total amount of special taxes occurred after the Public Works and Transportation Committee agenda was published, however, the Committee members were notified during the presentation.

In FY 2020-21, staff will be commissioning a new reserve study for CFD-2 at which time assessments may be increased in subsequent years in the event the new reserve study recommends a higher reserve level for CFD-2.

Updated numbers are identified below in red.

The following represents a breakdown of the tax levy for the upcoming and most recent fiscal years:

Description	Projected Levy FY 20-21*	Actual Levy FY 19-20*
Landscaping	\$164,592	\$164,592
Contingency-Maintenance	\$100,000	\$100,000
Utilities	\$59,687	\$65,000
Shop & Field/Custodial	\$7,000	\$7,000
Canal Reserve & Debris Removal	\$25,000	\$25,000
Storm Drain Filtration	\$0	\$75,000
Harbor Patrol	\$0	\$196,669
Admin & Operations Staff	\$90,367	\$100,742
Indirect/Fixed Costs	\$22,400	\$22,540
County Collection Fees	\$637	\$1,571
Admin Costs	\$4,106	\$4,056
Other Costs	\$2,694	\$0
Del. Management Charges	\$0	\$11
Special Tax Levy Credit	(\$249,208)	(\$158,000)
Total Annual Levy	\$227,275	\$604,181

*Numbers may not add up due to rounding

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 will be no cost to the City's General Fund from approval of the resolutions levying the special taxes for CFD No. 1 and CFD No. 2 for FY 2020-21. Debt service costs and all administrative costs are included in the amount to be collected by the special taxes, which are levied against properties located in CFD No. 1 and CFD No. 2.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on May 26, 2020 to approve the staff recommendation and to forward the item for Council approval with the update to the special taxes referenced above.

Prepared by: Adam Smith, Project Manager

ATTACHMENTS

1. Resolution Authorizing Levy of Special Tax CFD 1 FY 20-21
2. Exhibit A: CFD-1 Levies by Location
3. Resolution Authorizing Levy of Special Tax CFD 2 FY 20-21
4. Exhibit A: CFD-2 Levies by Location
5. Districts Map and Legend

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1 (WESTPORT AT MANDALAY BAY) OF THE CITY OF OXNARD AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 1 (WESTPORT AT MANDALAY BAY) FOR THE FISCAL YEAR 2020-21

WHEREAS, the City Council of the City of Oxnard (the "City") previously established Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard ("CFD No. 1") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the "Act"); and

WHEREAS, the City Council of the City, acting as the legislative body of CFD No. 1, is authorized pursuant to Resolution No. 11,823 (the "Resolution of Formation") and Resolution No. 12,082, establishing a Revised Rate and Method as described in Resolution No. 12,082, and Ordinance No. 2541 adopted by the City Council on October 24, 2000, as amended by Ordinance No. 2591 adopted on February 5, 2002 (the "Ordinance"), to levy a special tax sufficient to pay certain costs of the Services and Incidental Expenses (as defined in the Resolution of Formation); and

WHEREAS, it is now necessary and appropriate that this City Council levy and collect the special taxes for the Fiscal Year 2020-21 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the assessments are in conformance with Proposition 218; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1 (WESTPORT AT MANDALAY BAY), DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The special tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2020-21 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 1 entitled "City of Oxnard Community Facilities District No. 1 (Westport at Mandalay Bay) Fiscal Year 2020-21 Levy" (the "Report"), attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief Financial Officer of the City, or his or her designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of

parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

SECTION 4. All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

SECTION 5. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes except as such procedure may be modified by law and by this City Council.

SECTION 6. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2020-21, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

APPROVED AND ADOPTED on this ____ day of _____, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor of the City Council of the City of Oxnard, acting on behalf of Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

STATE OF CALIFORNIA)
)
COUNTY OF VENTURA) ss.

I, MICHELLE ASCENCION, City Clerk of the City Council of the City of Oxnard, do hereby certify that the above and foregoing is a full, true and correct copy of RESOLUTION NO. ____ of said City Council, and that the same has not been amended or repealed.

DATED: _____, 2020

City Clerk of the City Council of the City of Oxnard

(SEAL)

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2020-2021 LEVY**

Parcel No.	Site Address	Levy Amount
188-0-170-015	1201 CHESAPEAKE DR	\$4,439.40
188-0-170-025	1211 CHESAPEAKE DR	4,439.40
188-0-170-035	1221 CHESAPEAKE DR	4,439.40
188-0-170-045	1231 CHESAPEAKE DR	4,439.40
188-0-170-055	1241 CHESAPEAKE DR	4,439.40
188-0-170-065	1251 CHESAPEAKE DR	4,439.40
188-0-170-075	1261 CHESAPEAKE DR	4,439.40
188-0-170-085	1301 CHESAPEAKE DR	4,439.40
188-0-170-095	1311 CHESAPEAKE DR	4,439.40
188-0-170-105	1321 CHESAPEAKE DR	4,439.40
188-0-170-115	1331 CHESAPEAKE DR	4,439.40
188-0-170-125	1341 CHESAPEAKE DR	4,439.40
188-0-170-135	1351 CHESAPEAKE DR	4,439.40
188-0-170-145	1361 CHESAPEAKE DR	4,439.40
188-0-170-225	4420 CHESAPEAKE DR	4,210.40
188-0-170-235	4410 CHESAPEAKE DR	4,210.40
188-0-170-245	4400 CHESAPEAKE DR	4,210.40
188-0-170-295	4425 AHOY LN	2,060.96
188-0-170-305	4423 AHOY LN	2,060.96
188-0-170-315	4417 AHOY LN	2,060.96
188-0-170-325	4415 AHOY LN	2,060.96
188-0-170-335	4409 AHOY LN	2,060.96
188-0-170-345	4407 AHOY LN	2,060.96
188-0-170-355	4401 CHESAPEAKE DR	2,060.96
188-0-170-365	4403 CHESAPEAKE DR	2,060.96
188-0-170-375	4405 CHESAPEAKE DR	2,060.96
188-0-170-385	4411 CHESAPEAKE DR	2,060.96
188-0-170-395	4413 CHESAPEAKE DR	2,060.96
188-0-170-405	4419 CHESAPEAKE DR	2,060.96
188-0-170-415	4421 CHESAPEAKE DR	2,060.96
188-0-180-025	4353 WATERSIDE LN	3,310.02
188-0-180-035	4351 WATERSIDE LN	3,310.02
188-0-180-045	4343 WATERSIDE LN	3,310.02
188-0-180-055	4341 WATERSIDE LN	3,310.02
188-0-180-065	4333 WATERSIDE LN	3,310.02
188-0-180-075	4331 WATERSIDE LN	3,310.02
188-0-180-085	4323 WATERSIDE LN	3,310.02
188-0-180-095	4321 WATERSIDE LN	3,310.02
188-0-180-105	4313 WATERSIDE LN	3,310.02
188-0-180-115	4311 WATERSIDE LN	3,310.02
188-0-180-125	4303 WATERSIDE LN	4,439.40
188-0-180-135	4301 WATERSIDE LN	4,439.40
188-0-180-145	1304 TWIN TIDES PL	4,439.40
188-0-180-155	1314 TWIN TIDES PL	4,210.40
188-0-180-165	1324 TWIN TIDES PL	3,310.02
188-0-180-175	1334 TWIN TIDES PL	3,310.02
188-0-180-185	1344 TWIN TIDES PL	3,310.02
188-0-180-195	1354 TWIN TIDES PL	3,310.02

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT Mandalay Bay)
FISCAL YEAR 2020-2021 LEVY**

Parcel No.	Site Address	Levy Amount
188-0-180-315	4354 WATERSIDE LN	2,060.96
188-0-180-325	4352 WATERSIDE LN	2,060.96
188-0-180-335	4350 WATERSIDE LN	2,060.96
188-0-180-345	4342 WATERSIDE LN	2,060.96
188-0-180-355	4340 WATERSIDE LN	2,060.96
188-0-180-365	4332 WATERSIDE LN	2,060.96
188-0-180-375	4330 WATERSIDE LN	2,060.96
188-0-180-385	4322 WATERSIDE LN	2,060.96
188-0-180-395	4320 WATERSIDE LN	2,060.96
188-0-180-405	4312 WATERSIDE LN	2,060.96
188-0-180-415	4310 WATERSIDE LN	2,060.96
188-0-180-425	4305 ADMIRAL WAY	2,060.96
188-0-180-435	4307 ADMIRAL WAY	2,060.96
188-0-180-445	4315 ADMIRAL WAY	2,060.96
188-0-180-455	4317 ADMIRAL WAY	2,060.96
188-0-180-465	4325 ADMIRAL WAY	2,060.96
188-0-180-475	4327 ADMIRAL WAY	2,060.96
188-0-180-485	4335 ADMIRAL WAY	2,060.96
188-0-180-495	4337 ADMIRAL WAY	2,060.96
188-0-180-505	4345 ADMIRAL WAY	2,060.96
188-0-180-515	4347 ADMIRAL WAY	2,060.96
188-0-191-015	1404 TWIN TIDES PL	4,439.40
188-0-191-025	1414 TWIN TIDES PL	4,210.40
188-0-191-035	1424 TWIN TIDES PL	4,210.40
188-0-191-045	1434 TWIN TIDES PL	4,210.40
188-0-191-065	1454 TWIN TIDES PL	4,210.40
188-0-191-085	1474 TWIN TIDES PL	4,210.40
188-0-191-095	1504 TWIN TIDES PL	4,210.40
188-0-191-105	1514 TWIN TIDES PL	4,210.40
188-0-191-115	1524 TWIN TIDES PL	4,210.40
188-0-191-125	1534 TWIN TIDES PL	4,210.40
188-0-191-135	1544 TWIN TIDES PL	4,210.40
188-0-191-145	1554 TWIN TIDES PL	4,439.40
188-0-191-155	1560 TWIN TIDES PL	4,439.40
188-0-191-165	1562 TWIN TIDES PL	4,210.40
188-0-191-175	1564 TWIN TIDES PL	4,210.40
188-0-191-185	1566 TWIN TIDES PL	4,210.40
188-0-191-195	1568 TWIN TIDES PL	4,439.40
188-0-191-205	1553 TWIN TIDES PL	4,439.40
188-0-191-215	1543 TWIN TIDES PL	4,210.40
188-0-191-225	1533 TWIN TIDES PL	4,210.40
188-0-191-235	1523 TWIN TIDES PL	4,210.40
188-0-191-245	1513 TWIN TIDES PL	4,210.40
188-0-191-255	1503 TWIN TIDES PL	4,210.40
188-0-191-265	1473 TWIN TIDES PL	4,210.40
188-0-191-275	1463 TWIN TIDES PL	4,210.40
188-0-191-295	1443 TWIN TIDES PL	4,210.40
188-0-191-305	1433 TWIN TIDES PL	4,210.40

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT Mandalay Bay)
FISCAL YEAR 2020-2021 LEVY**

Parcel No.	Site Address	Levy Amount
188-0-191-325	1413 TWIN TIDES PL	4,439.40
188-0-192-015	1410 VIEWPOINT DR	4,439.40
188-0-192-025	1420 VIEWPOINT DR	3,310.02
188-0-192-035	1430 VIEWPOINT DR	3,310.02
188-0-192-045	1440 VIEWPOINT DR	3,310.02
188-0-192-055	1450 VIEWPOINT DR	3,310.02
188-0-192-065	1460 VIEWPOINT DR	3,310.02
188-0-192-075	1470 VIEWPOINT DR	3,310.02
188-0-192-085	1480 VIEWPOINT DR	3,310.02
188-0-192-095	1500 VIEWPOINT DR	3,310.02
188-0-192-105	1510 VIEWPOINT DR	3,310.02
188-0-192-115	1520 VIEWPOINT DR	3,310.02
188-0-192-125	1530 VIEWPOINT DR	3,310.02
188-0-192-135	1540 VIEWPOINT DR	3,310.02
188-0-192-145	1550 VIEWPOINT DR	3,310.02
188-0-192-155	1560 VIEWPOINT DR	3,310.02
188-0-192-165	1570 VIEWPOINT DR	4,210.40
188-0-192-175	1580 VIEWPOINT DR	4,210.40
188-0-192-185	1582 VIEWPOINT DR	3,310.02
188-0-192-195	1584 VIEWPOINT DR	3,310.02
188-0-192-205	1586 VIEWPOINT DR	4,439.40
188-0-192-215	1561 VIEWPOINT DR	4,210.40
188-0-192-225	1551 VIEWPOINT DR	4,210.40
188-0-192-235	1541 VIEWPOINT DR	4,210.40
188-0-192-245	1531 VIEWPOINT DR	4,210.40
188-0-192-255	1521 VIEWPOINT DR	4,210.40
188-0-192-265	1511 VIEWPOINT DR	4,210.40
188-0-200-025	1227 BAYSIDE CIR	1,498.88
188-0-200-035	1225 BAYSIDE CIR	1,498.88
188-0-200-045	1223 BAYSIDE CIR	1,498.88
188-0-200-055	1221 BAYSIDE CIR	1,498.88
188-0-200-065	1216 BAYSIDE CIR	1,498.88
188-0-200-075	1214 BAYSIDE CIR	1,498.88
188-0-200-085	1212 BAYSIDE CIR	1,498.88
188-0-200-095	1210 BAYSIDE CIR	1,498.88
188-0-200-105	1206 BAYSIDE CIR	1,498.88
188-0-200-115	1204 BAYSIDE CIR	1,498.88
188-0-200-125	1202 BAYSIDE CIR	1,498.88
188-0-200-135	1200 BAYSIDE CIR	1,498.88
188-0-200-145	1217 BAYSIDE CIR	1,498.88
188-0-200-155	1215 BAYSIDE CIR	1,498.88
188-0-200-165	1213 BAYSIDE CIR	1,498.88
188-0-200-175	1211 BAYSIDE CIR	1,498.88
188-0-200-185	1247 BAYSIDE CIR	1,498.88
188-0-200-195	1245 BAYSIDE CIR	1,498.88
188-0-200-205	1243 BAYSIDE CIR	1,498.88
188-0-200-215	1241 BAYSIDE CIR	1,498.88
188-0-200-225	1237 BAYSIDE CIR	1,498.88

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2020-2021 LEVY**

Parcel No.	Site Address	Levy Amount
188-0-200-235	1235 BAYSIDE CIR	1,498.88
188-0-200-245	1233 BAYSIDE CIR	1,498.88
188-0-200-255	1231 BAYSIDE CIR	1,498.88
188-0-200-265	1232 BAYSIDE CIR	1,498.88
188-0-200-275	1234 BAYSIDE CIR	1,498.88
188-0-200-285	1236 BAYSIDE CIR	1,498.88
188-0-200-295	1238 BAYSIDE CIR	1,498.88
188-0-200-305	1251 BAYSIDE CIR	1,498.88
188-0-200-315	1253 BAYSIDE CIR	1,498.88
188-0-200-325	1255 BAYSIDE CIR	1,498.88
188-0-200-335	1257 BAYSIDE CIR	1,498.88
188-0-200-345	1269 BAYSIDE LN	1,498.88
188-0-200-355	1259 BAYSIDE LN	1,498.88
188-0-200-365	1249 BAYSIDE LN	1,498.88
188-0-200-375	1239 BAYSIDE LN	1,498.88
188-0-200-385	1261 BAYSIDE CIR	1,498.88
188-0-200-395	1263 BAYSIDE CIR	1,498.88
188-0-200-405	1265 BAYSIDE CIR	1,498.88
188-0-200-415	1267 BAYSIDE CIR	1,498.88
188-0-200-425	1271 BAYSIDE CIR	1,498.88
188-0-200-435	1273 BAYSIDE CIR	1,498.88
188-0-200-445	1275 BAYSIDE CIR	1,498.88
188-0-200-455	1281 BAYSIDE CIR	1,498.88
188-0-200-465	1283 BAYSIDE CIR	1,498.88
188-0-200-475	1285 BAYSIDE CIR	1,498.88
188-0-200-485	1287 BAYSIDE CIR	1,498.88
188-0-200-495	1270 BAYSIDE CIR	1,498.88
188-0-200-505	1272 BAYSIDE CIR	1,498.88
188-0-200-515	1274 BAYSIDE CIR	1,498.88
188-0-200-525	1276 BAYSIDE CIR	1,498.88
188-0-200-535	1282 BAYSIDE CIR	1,498.88
188-0-200-545	1284 BAYSIDE CIR	1,498.88
188-0-200-555	1286 BAYSIDE CIR	1,498.88
188-0-200-565	1288 BAYSIDE CIR	1,498.88
188-0-200-575	1240 BAYSIDE CIR	1,498.88
188-0-200-585	1230 BAYSIDE CIR	1,498.88
188-0-200-595	1220 BAYSIDE CIR	1,498.88
188-0-210-015	1302 BAYSIDE CIR	1,498.88
188-0-210-025	1304 BAYSIDE CIR	1,498.88
188-0-210-035	1306 BAYSIDE CIR	1,498.88
188-0-210-045	1308 BAYSIDE CIR	1,498.88
188-0-210-055	1301 BAYSIDE CIR	1,498.88
188-0-210-065	1303 BAYSIDE CIR	1,498.88
188-0-210-075	1305 BAYSIDE CIR	1,498.88
188-0-210-085	1311 BAYSIDE CIR	1,498.88
188-0-210-095	1313 BAYSIDE CIR	1,498.88
188-0-210-105	1315 BAYSIDE CIR	1,498.88
188-0-210-115	1321 BAYSIDE CIR	1,498.88

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT Mandalay Bay)
FISCAL YEAR 2020-2021 LEVY**

Parcel No.	Site Address	Levy Amount
188-0-210-125	1323 BAYSIDE CIR	1,498.88
188-0-210-135	1325 BAYSIDE CIR	1,498.88
188-0-210-145	1327 BAYSIDE CIR	1,498.88
188-0-210-155	1366 BAYSIDE CIR	1,498.88
188-0-210-165	1364 BAYSIDE CIR	1,498.88
188-0-210-175	1362 BAYSIDE CIR	1,498.88
188-0-210-185	1360 BAYSIDE CIR	1,498.88
188-0-210-195	1356 BAYSIDE CIR	1,498.88
188-0-210-205	1354 BAYSIDE CIR	1,498.88
188-0-210-215	1352 BAYSIDE CIR	1,498.88
188-0-210-225	1350 BAYSIDE CIR	1,498.88
188-0-210-235	1346 BAYSIDE CIR	1,498.88
188-0-210-245	1344 BAYSIDE CIR	1,498.88
188-0-210-255	1342 BAYSIDE CIR	1,498.88
188-0-210-265	1340 BAYSIDE CIR	1,498.88
188-0-210-275	1337 BAYSIDE CIR	1,498.88
188-0-210-285	1335 BAYSIDE CIR	1,498.88
188-0-210-295	1333 BAYSIDE CIR	1,498.88
188-0-210-305	1331 BAYSIDE CIR	1,498.88
188-0-220-015	4308 TRADEWINDS DR	2,315.10
188-0-220-035	4312 TRADEWINDS DR	1,275.08
188-0-220-045	4342 TRADEWINDS DR	1,275.08
188-0-220-055	4372 TRADEWINDS DR	1,275.08
188-0-220-065	4314 TRADEWINDS DR	1,275.08
188-0-220-075	4344 TRADEWINDS DR	1,275.08
188-0-220-085	4374 TRADEWINDS DR	1,275.08
188-0-220-095	4316 TRADEWINDS DR	1,275.08
188-0-220-105	4346 TRADEWINDS DR	1,275.08
188-0-220-115	4376 TRADEWINDS DR	1,275.08
188-0-220-125	4318 TRADEWINDS DR	1,275.08
188-0-220-135	4348 TRADEWINDS DR	1,275.08
188-0-220-145	4378 TRADEWINDS DR	1,275.08
188-0-220-155	4320 TRADEWINDS DR	1,275.08
188-0-220-165	4350 TRADEWINDS DR	1,275.08
188-0-220-175	4380 TRADEWINDS DR	1,275.08
188-0-220-185	4322 TRADEWINDS DR	1,275.08
188-0-220-195	4352 TRADEWINDS DR	1,275.08
188-0-220-205	4382 TRADEWINDS DR	1,275.08
188-0-220-215	4324 TRADEWINDS DR	1,275.08
188-0-220-225	4354 TRADEWINDS DR	1,275.08
188-0-220-235	4384 TRADEWINDS DR	1,275.08
188-0-220-245	4326 TRADEWINDS DR	1,275.08
188-0-220-255	4356 TRADEWINDS DR	1,275.08
188-0-220-265	4386 TRADEWINDS DR	1,275.08
188-0-220-275	4328 TRADEWINDS DR	1,275.08
188-0-220-285	4358 TRADEWINDS DR	1,275.08
188-0-220-295	4330 TRADEWINDS DR	1,275.08
188-0-220-305	4360 TRADEWINDS DR	1,275.08

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT Mandalay Bay)
FISCAL YEAR 2020-2021 LEVY**

Parcel No.	Site Address	Levy Amount
188-0-220-315	4340 TRADEWINDS DR	1,275.08
188-0-220-325	4370 TRADEWINDS DR	1,275.08
188-0-220-335	4396 TRADEWINDS DR	1,275.08
188-0-220-345	4338 TRADEWINDS DR	1,275.08
188-0-220-355	4368 TRADEWINDS DR	1,275.08
188-0-220-365	4394 TRADEWINDS DR	1,275.08
188-0-220-375	4336 TRADEWINDS DR	1,275.08
188-0-220-385	4366 TRADEWINDS DR	1,275.08
188-0-220-395	4392 TRADEWINDS DR	1,275.08
188-0-220-405	4332 TRADEWINDS DR	1,275.08
188-0-220-415	4362 TRADEWINDS DR	1,275.08
188-0-220-425	4388 TRADEWINDS DR	1,275.08
188-0-220-435	4334 TRADEWINDS DR	1,275.08
188-0-220-445	4364 TRADEWINDS DR	1,275.08
188-0-220-455	4390 TRADEWINDS DR	1,275.08
188-0-220-465	4310 TRADEWINDS DR	1,557.02
188-0-220-475	4310 TRADEWINDS DR	1,641.86
188-0-220-485	4310 TRADEWINDS DR	1,706.64
188-0-220-495	4310 TRADEWINDS DR	820.54
188-0-220-505	4310 TRADEWINDS DR	849.06
188-0-220-515	4310 TRADEWINDS DR	820.54
188-0-220-525	4310 TRADEWINDS DR	820.54
188-0-220-535	4310 TRADEWINDS DR	609.22
188-0-230-015	4228 TRADEWINDS DR	1,275.08
188-0-230-025	4258 TRADEWINDS DR	1,275.08
188-0-230-035	4288 TRADEWINDS DR	1,275.08
188-0-230-045	4226 TRADEWINDS DR	1,275.08
188-0-230-055	4256 TRADEWINDS DR	1,275.08
188-0-230-065	4286 TRADEWINDS DR	1,275.08
188-0-230-075	4224 TRADEWINDS DR	1,275.08
188-0-230-085	4254 TRADEWINDS DR	1,275.08
188-0-230-095	4284 TRADEWINDS DR	1,275.08
188-0-230-105	4222 TRADEWINDS DR	1,275.08
188-0-230-115	4252 TRADEWINDS DR	1,275.08
188-0-230-125	4282 TRADEWINDS DR	1,275.08
188-0-230-135	4220 TRADEWINDS DR	1,275.08
188-0-230-145	4250 TRADEWINDS DR	1,275.08
188-0-230-155	4280 TRADEWINDS DR	1,275.08
188-0-230-165	4218 TRADEWINDS DR	1,275.08
188-0-230-175	4248 TRADEWINDS DR	1,275.08
188-0-230-185	4278 TRADEWINDS DR	1,275.08
188-0-230-195	4216 TRADEWINDS DR	1,275.08
188-0-230-205	4246 TRADEWINDS DR	1,275.08
188-0-230-215	4276 TRADEWINDS DR	1,275.08
188-0-230-225	4214 TRADEWINDS DR	1,275.08
188-0-230-235	4244 TRADEWINDS DR	1,275.08
188-0-230-245	4274 TRADEWINDS DR	1,275.08
188-0-230-255	4212 TRADEWINDS DR	1,275.08

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT Mandalay Bay)
FISCAL YEAR 2020-2021 LEVY**

Parcel No.	Site Address	Levy Amount
188-0-230-265	4242 TRADEWINDS DR	1,275.08
188-0-230-275	4272 TRADEWINDS DR	1,275.08
188-0-230-285	4210 TRADEWINDS DR	1,275.08
188-0-230-295	4240 TRADEWINDS DR	1,275.08
188-0-230-305	4270 TRADEWINDS DR	1,275.08
188-0-230-315	4230 TRADEWINDS DR	1,275.08
188-0-230-325	4260 TRADEWINDS DR	1,275.08
188-0-230-335	4290 TRADEWINDS DR	1,275.08
188-0-230-345	4232 TRADEWINDS DR	1,275.08
188-0-230-355	4262 TRADEWINDS DR	1,275.08
188-0-230-365	4292 TRADEWINDS DR	1,275.08
188-0-230-375	4234 TRADEWINDS DR	1,275.08
188-0-230-385	4264 TRADEWINDS DR	1,275.08
188-0-230-395	4294 TRADEWINDS DR	1,275.08
188-0-230-405	4236 TRADEWINDS DR	1,275.08
188-0-230-415	4266 TRADEWINDS DR	1,275.08
188-0-230-425	4296 TRADEWINDS DR	1,275.08
188-0-230-435	4238 TRADEWINDS DR	1,275.08
188-0-230-445	4268 TRADEWINDS DR	1,275.08
188-0-230-455	4298 TRADEWINDS DR	1,275.08
188-0-230-475	4300 TRADEWINDS DR	1,722.82
188-0-230-485	4300 TRADEWINDS DR	839.82
188-0-230-495	4300 TRADEWINDS DR	865.26
188-0-230-505	4300 TRADEWINDS DR	808.20
188-0-230-515	4300 TRADEWINDS DR	967.06
188-0-230-525	4300 TRADEWINDS DR	592.26
Total	314 Parcels	\$684,556.26

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
 OXNARD ACTING AS THE LEGISLATIVE BODY OF
 COMMUNITY FACILITIES DISTRICT NO. 2 (WESTPORT AT
 MANDALAY BAY) OF THE CITY OF OXNARD AUTHORIZING
 THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY
 FACILITIES DISTRICT NO. 2 (WESTPORT AT MANDALAY
 BAY) FOR THE FISCAL YEAR 2020-21

WHEREAS, the City Council of the City of Oxnard (the “City”) previously established Community Facilities District No. 2 (Westport at Mandalay Bay) of the City of Oxnard (“CFD No. 2”) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the “Act”); and

WHEREAS, the City Council of the City, acting as the legislative body of CFD No. 2, is authorized pursuant to Resolution No. 11,825 (the “Resolution of Formation”) and Resolution No. 12,082, establishing a Revised Rate and Method as described in Resolution No. 12,082, and Ordinance No. 2542 adopted by the City Council on October 24, 2000, as amended by Ordinance No. 2592 adopted on February 5, 2002 (the “Ordinance”), to levy a special tax sufficient to pay certain costs of the Services and Incidental Expenses (as defined in the Resolution of Formation); and

WHEREAS, it is now necessary and appropriate that this City Council levy and collect the special taxes for the Fiscal Year 2020-21 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the assessments are in conformance with Proposition 218; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2 (WESTPORT AT MANDALAY BAY), DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The special tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 2 which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2020-21 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 2 entitled “City of Oxnard Community Facilities District No. 2 (Westport at Mandalay Bay) Fiscal Year 2020-21 Levy” (the “Report”), attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief

Financial Officer of the City, or designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

SECTION 4. All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

SECTION 5. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes except as such procedure may be modified by law and by this City Council.

SECTION 6. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2020-21, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

APPROVED AND ADOPTED on this ____ day of _____, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn
Mayor of the City Council of the City of Oxnard,
acting on behalf of Community Facilities District No.
2 (Westport at Mandalay Bay) of the City of Oxnard

ATTEST:

Michelle Ascencion
City Clerk of the City of Oxnard

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

STATE OF CALIFORNIA)
)
COUNTY OF VENTURA) ss.

I, MICHELLE ASCENCION, City Clerk of the City Council of the City of Oxnard, do hereby certify that the above and foregoing is a full, true and correct copy of RESOLUTION NO. ____ of said City Council, and that the same has not been amended or repealed.

DATED: _____, 2020

City Clerk of the City Council of the City of Oxnard

(SEAL)

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2
(WESTPORT AT Mandalay Bay)
FISCAL YEAR 2020-21 Levy**

Parcel No.	Site Address	Levy Amount
188-0-170-015	1201 CHESAPEAKE DR	\$1,426.82
188-0-170-025	1211 CHESAPEAKE DR	1,426.82
188-0-170-035	1221 CHESAPEAKE DR	1,426.82
188-0-170-045	1231 CHESAPEAKE DR	1,426.82
188-0-170-055	1241 CHESAPEAKE DR	1,426.82
188-0-170-065	1251 CHESAPEAKE DR	1,426.82
188-0-170-075	1261 CHESAPEAKE DR	1,426.82
188-0-170-085	1301 CHESAPEAKE DR	1,426.82
188-0-170-095	1311 CHESAPEAKE DR	1,426.82
188-0-170-105	1321 CHESAPEAKE DR	1,426.82
188-0-170-115	1331 CHESAPEAKE DR	1,426.82
188-0-170-125	1341 CHESAPEAKE DR	1,426.82
188-0-170-135	1351 CHESAPEAKE DR	1,426.82
188-0-170-145	1361 CHESAPEAKE DR	1,426.82
188-0-170-215	4430 CHESAPEAKE DR	1,351.72
188-0-170-225	4420 CHESAPEAKE DR	1,351.72
188-0-170-235	4410 CHESAPEAKE DR	1,351.72
188-0-170-245	4400 CHESAPEAKE DR	1,351.72
188-0-170-295	4425 AHOY LN	659.14
188-0-170-305	4423 AHOY LN	659.14
188-0-170-315	4417 AHOY LN	659.14
188-0-170-325	4415 AHOY LN	659.14
188-0-170-335	4409 AHOY LN	659.14
188-0-170-345	4407 AHOY LN	659.14
188-0-170-355	4401 CHESAPEAKE DR	659.14
188-0-170-365	4403 CHESAPEAKE DR	659.14
188-0-170-375	4405 CHESAPEAKE DR	659.14
188-0-170-385	4411 CHESAPEAKE DR	659.14
188-0-170-395	4413 CHESAPEAKE DR	659.14
188-0-170-405	4419 CHESAPEAKE DR	659.14
188-0-170-415	4421 CHESAPEAKE DR	659.14
188-0-180-015	4361 WATERSIDE LN	1,351.72
188-0-180-025	4353 WATERSIDE LN	1,056.40
188-0-180-035	4351 WATERSIDE LN	1,056.40
188-0-180-045	4343 WATERSIDE LN	1,056.40
188-0-180-055	4341 WATERSIDE LN	1,056.40
188-0-180-065	4333 WATERSIDE LN	1,056.40
188-0-180-075	4331 WATERSIDE LN	1,056.40
188-0-180-085	4323 WATERSIDE LN	1,056.40
188-0-180-095	4321 WATERSIDE LN	1,056.40
188-0-180-105	4313 WATERSIDE LN	1,056.40
188-0-180-115	4311 WATERSIDE LN	1,056.40
188-0-180-125	4303 WATERSIDE LN	1,426.82
188-0-180-135	4301 WATERSIDE LN	1,426.82
188-0-180-145	1304 TWIN TIDES PL	1,426.82
188-0-180-155	1314 TWIN TIDES PL	1,351.72
188-0-180-165	1324 TWIN TIDES PL	1,056.40
188-0-180-175	1334 TWIN TIDES PL	1,056.40

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2
(WESTPORT AT Mandalay Bay)
FISCAL YEAR 2020-21 Levy**

Parcel No.	Site Address	Levy Amount
188-0-180-185	1344 TWIN TIDES PL	1,056.40
188-0-180-195	1354 TWIN TIDES PL	1,056.40
188-0-180-315	4354 WATERSIDE LN	659.14
188-0-180-325	4352 WATERSIDE LN	659.14
188-0-180-335	4350 WATERSIDE LN	659.14
188-0-180-345	4342 WATERSIDE LN	659.14
188-0-180-355	4340 WATERSIDE LN	659.14
188-0-180-365	4332 WATERSIDE LN	659.14
188-0-180-375	4330 WATERSIDE LN	659.14
188-0-180-385	4322 WATERSIDE LN	659.14
188-0-180-395	4320 WATERSIDE LN	659.14
188-0-180-405	4312 WATERSIDE LN	659.14
188-0-180-415	4310 WATERSIDE LN	659.14
188-0-180-425	4305 ADMIRAL WAY	659.14
188-0-180-435	4307 ADMIRAL WAY	659.14
188-0-180-445	4315 ADMIRAL WAY	659.14
188-0-180-455	4317 ADMIRAL WAY	659.14
188-0-180-465	4325 ADMIRAL WAY	659.14
188-0-180-475	4327 ADMIRAL WAY	659.14
188-0-180-485	4335 ADMIRAL WAY	659.14
188-0-180-495	4337 ADMIRAL WAY	659.14
188-0-180-505	4345 ADMIRAL WAY	659.14
188-0-180-515	4347 ADMIRAL WAY	659.14
188-0-191-015	1404 TWIN TIDES PL	1,426.82
188-0-191-025	1414 TWIN TIDES PL	1,351.72
188-0-191-035	1424 TWIN TIDES PL	1,351.72
188-0-191-045	1434 TWIN TIDES PL	1,351.72
188-0-191-055	1444 TWIN TIDES PL	1,351.72
188-0-191-065	1454 TWIN TIDES PL	1,351.72
188-0-191-075	1464 TWIN TIDES PL	1,351.72
188-0-191-085	1474 TWIN TIDES PL	1,351.72
188-0-191-095	1504 TWIN TIDES PL	1,351.72
188-0-191-105	1514 TWIN TIDES PL	1,351.72
188-0-191-115	1524 TWIN TIDES PL	1,351.72
188-0-191-125	1534 TWIN TIDES PL	1,351.72
188-0-191-135	1544 TWIN TIDES PL	1,351.72
188-0-191-145	1554 TWIN TIDES PL	1,426.82
188-0-191-155	1560 TWIN TIDES PL	1,426.82
188-0-191-165	1562 TWIN TIDES PL	1,351.72
188-0-191-175	1564 TWIN TIDES PL	1,351.72
188-0-191-185	1566 TWIN TIDES PL	1,351.72
188-0-191-195	1568 TWIN TIDES PL	1,426.82
188-0-191-205	1553 TWIN TIDES PL	1,426.82
188-0-191-215	1543 TWIN TIDES PL	1,351.72
188-0-191-225	1533 TWIN TIDES PL	1,351.72
188-0-191-235	1523 TWIN TIDES PL	1,351.72
188-0-191-245	1513 TWIN TIDES PL	1,351.72
188-0-191-255	1503 TWIN TIDES PL	1,351.72

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2
(WESTPORT AT Mandalay Bay)
FISCAL YEAR 2020-21 Levy**

Parcel No.	Site Address	Levy Amount
188-0-191-265	1473 TWIN TIDES PL	1,351.72
188-0-191-275	1463 TWIN TIDES PL	1,351.72
188-0-191-285	1453 TWIN TIDES PL	1,351.72
188-0-191-295	1443 TWIN TIDES PL	1,351.72
188-0-191-305	1433 TWIN TIDES PL	1,351.72
188-0-191-315	1423 TWIN TIDES PL	1,351.72
188-0-191-325	1413 TWIN TIDES PL	1,426.82
188-0-192-015	1410 VIEWPOINT DR	1,426.82
188-0-192-025	1420 VIEWPOINT DR	1,056.40
188-0-192-035	1430 VIEWPOINT DR	1,056.40
188-0-192-045	1440 VIEWPOINT DR	1,056.40
188-0-192-055	1450 VIEWPOINT DR	1,056.40
188-0-192-065	1460 VIEWPOINT DR	1,056.40
188-0-192-075	1470 VIEWPOINT DR	1,056.40
188-0-192-085	1480 VIEWPOINT DR	1,056.40
188-0-192-095	1500 VIEWPOINT DR	1,056.40
188-0-192-105	1510 VIEWPOINT DR	1,056.40
188-0-192-115	1520 VIEWPOINT DR	1,056.40
188-0-192-125	1530 VIEWPOINT DR	1,056.40
188-0-192-135	1540 VIEWPOINT DR	1,056.40
188-0-192-145	1550 VIEWPOINT DR	1,056.40
188-0-192-155	1560 VIEWPOINT DR	1,056.40
188-0-192-165	1570 VIEWPOINT DR	1,351.72
188-0-192-175	1580 VIEWPOINT DR	1,351.72
188-0-192-185	1582 VIEWPOINT DR	1,056.40
188-0-192-195	1584 VIEWPOINT DR	1,056.40
188-0-192-205	1586 VIEWPOINT DR	1,426.82
188-0-192-215	1561 VIEWPOINT DR	1,351.72
188-0-192-225	1551 VIEWPOINT DR	1,351.72
188-0-192-235	1541 VIEWPOINT DR	1,351.72
188-0-192-245	1531 VIEWPOINT DR	1,351.72
188-0-192-255	1521 VIEWPOINT DR	1,351.72
188-0-192-265	1511 VIEWPOINT DR	1,351.72
188-0-192-275	1501 VIEWPOINT DR	1,351.72
188-0-200-025	1227 BAYSIDE CIR	472.36
188-0-200-035	1225 BAYSIDE CIR	472.36
188-0-200-045	1223 BAYSIDE CIR	472.36
188-0-200-055	1221 BAYSIDE CIR	472.36
188-0-200-065	1216 BAYSIDE CIR	472.36
188-0-200-075	1214 BAYSIDE CIR	472.36
188-0-200-085	1212 BAYSIDE CIR	472.36
188-0-200-095	1210 BAYSIDE CIR	472.36
188-0-200-105	1206 BAYSIDE CIR	472.36
188-0-200-115	1204 BAYSIDE CIR	472.36
188-0-200-125	1202 BAYSIDE CIR	472.36
188-0-200-135	1200 BAYSIDE CIR	472.36
188-0-200-145	1217 BAYSIDE CIR	472.36
188-0-200-155	1215 BAYSIDE CIR	472.36

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2020-21 LEVY**

Parcel No.	Site Address	Levy Amount
188-0-200-165	1213 BAYSIDE CIR	472.36
188-0-200-175	1211 BAYSIDE CIR	472.36
188-0-200-185	1247 BAYSIDE CIR	472.36
188-0-200-195	1245 BAYSIDE CIR	472.36
188-0-200-205	1243 BAYSIDE CIR	472.36
188-0-200-215	1241 BAYSIDE CIR	472.36
188-0-200-225	1237 BAYSIDE CIR	472.36
188-0-200-235	1235 BAYSIDE CIR	472.36
188-0-200-245	1233 BAYSIDE CIR	472.36
188-0-200-255	1231 BAYSIDE CIR	472.36
188-0-200-265	1232 BAYSIDE CIR	472.36
188-0-200-275	1234 BAYSIDE CIR	472.36
188-0-200-285	1236 BAYSIDE CIR	472.36
188-0-200-295	1238 BAYSIDE CIR	472.36
188-0-200-305	1251 BAYSIDE CIR	472.36
188-0-200-315	1253 BAYSIDE CIR	472.36
188-0-200-325	1255 BAYSIDE CIR	472.36
188-0-200-335	1257 BAYSIDE CIR	472.36
188-0-200-345	1269 BAYSIDE LN	472.36
188-0-200-355	1259 BAYSIDE LN	472.36
188-0-200-365	1249 BAYSIDE LN	472.36
188-0-200-375	1239 BAYSIDE LN	472.36
188-0-200-385	1261 BAYSIDE CIR	472.36
188-0-200-395	1263 BAYSIDE CIR	472.36
188-0-200-405	1265 BAYSIDE CIR	472.36
188-0-200-415	1267 BAYSIDE CIR	472.36
188-0-200-425	1271 BAYSIDE CIR	472.36
188-0-200-435	1273 BAYSIDE CIR	472.36
188-0-200-445	1275 BAYSIDE CIR	472.36
188-0-200-455	1281 BAYSIDE CIR	472.36
188-0-200-465	1283 BAYSIDE CIR	472.36
188-0-200-475	1285 BAYSIDE CIR	472.36
188-0-200-485	1287 BAYSIDE CIR	472.36
188-0-200-495	1270 BAYSIDE CIR	472.36
188-0-200-505	1272 BAYSIDE CIR	472.36
188-0-200-515	1274 BAYSIDE CIR	472.36
188-0-200-525	1276 BAYSIDE CIR	472.36
188-0-200-535	1282 BAYSIDE CIR	472.36
188-0-200-545	1284 BAYSIDE CIR	472.36
188-0-200-555	1286 BAYSIDE CIR	472.36
188-0-200-565	1288 BAYSIDE CIR	472.36
188-0-200-575	1240 BAYSIDE CIR	472.36
188-0-200-585	1230 BAYSIDE CIR	472.36
188-0-200-595	1220 BAYSIDE CIR	472.36
188-0-210-015	1302 BAYSIDE CIR	472.36
188-0-210-025	1304 BAYSIDE CIR	472.36
188-0-210-035	1306 BAYSIDE CIR	472.36
188-0-210-045	1308 BAYSIDE CIR	472.36

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2
(WESTPORT AT Mandalay Bay)
FISCAL YEAR 2020-21 Levy**

Parcel No.	Site Address	Levy Amount
188-0-210-055	1301 BAYSIDE CIR	472.36
188-0-210-065	1303 BAYSIDE CIR	472.36
188-0-210-075	1305 BAYSIDE CIR	472.36
188-0-210-085	1311 BAYSIDE CIR	472.36
188-0-210-095	1313 BAYSIDE CIR	472.36
188-0-210-105	1315 BAYSIDE CIR	472.36
188-0-210-115	1321 BAYSIDE CIR	472.36
188-0-210-125	1323 BAYSIDE CIR	472.36
188-0-210-135	1325 BAYSIDE CIR	472.36
188-0-210-145	1327 BAYSIDE CIR	472.36
188-0-210-155	1366 BAYSIDE CIR	472.36
188-0-210-165	1364 BAYSIDE CIR	472.36
188-0-210-175	1362 BAYSIDE CIR	472.36
188-0-210-185	1360 BAYSIDE CIR	472.36
188-0-210-195	1356 BAYSIDE CIR	472.36
188-0-210-205	1354 BAYSIDE CIR	472.36
188-0-210-215	1352 BAYSIDE CIR	472.36
188-0-210-225	1350 BAYSIDE CIR	472.36
188-0-210-235	1346 BAYSIDE CIR	472.36
188-0-210-245	1344 BAYSIDE CIR	472.36
188-0-210-255	1342 BAYSIDE CIR	472.36
188-0-210-265	1340 BAYSIDE CIR	472.36
188-0-210-275	1337 BAYSIDE CIR	472.36
188-0-210-285	1335 BAYSIDE CIR	472.36
188-0-210-295	1333 BAYSIDE CIR	472.36
188-0-210-305	1331 BAYSIDE CIR	472.36
188-0-220-015	4308 TRADEWINDS DR	738.82
188-0-220-035	4312 TRADEWINDS DR	398.96
188-0-220-045	4342 TRADEWINDS DR	398.96
188-0-220-055	4372 TRADEWINDS DR	398.96
188-0-220-065	4314 TRADEWINDS DR	398.96
188-0-220-075	4344 TRADEWINDS DR	398.96
188-0-220-085	4374 TRADEWINDS DR	398.96
188-0-220-095	4316 TRADEWINDS DR	398.96
188-0-220-105	4346 TRADEWINDS DR	398.96
188-0-220-115	4376 TRADEWINDS DR	398.96
188-0-220-125	4318 TRADEWINDS DR	398.96
188-0-220-135	4348 TRADEWINDS DR	398.96
188-0-220-145	4378 TRADEWINDS DR	398.96
188-0-220-155	4320 TRADEWINDS DR	398.96
188-0-220-165	4350 TRADEWINDS DR	398.96
188-0-220-175	4380 TRADEWINDS DR	398.96
188-0-220-185	4322 TRADEWINDS DR	398.96
188-0-220-195	4352 TRADEWINDS DR	398.96
188-0-220-205	4382 TRADEWINDS DR	398.96
188-0-220-215	4324 TRADEWINDS DR	398.96
188-0-220-225	4354 TRADEWINDS DR	398.96
188-0-220-235	4384 TRADEWINDS DR	398.96

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2020-21 LEVY**

Parcel No.	Site Address	Levy Amount
188-0-220-245	4326 TRADEWINDS DR	398.96
188-0-220-255	4356 TRADEWINDS DR	398.96
188-0-220-265	4386 TRADEWINDS DR	398.96
188-0-220-275	4328 TRADEWINDS DR	398.96
188-0-220-285	4358 TRADEWINDS DR	398.96
188-0-220-295	4330 TRADEWINDS DR	398.96
188-0-220-305	4360 TRADEWINDS DR	398.96
188-0-220-315	4340 TRADEWINDS DR	398.96
188-0-220-325	4370 TRADEWINDS DR	398.96
188-0-220-335	4396 TRADEWINDS DR	398.96
188-0-220-345	4338 TRADEWINDS DR	398.96
188-0-220-355	4368 TRADEWINDS DR	398.96
188-0-220-365	4394 TRADEWINDS DR	398.96
188-0-220-375	4336 TRADEWINDS DR	398.96
188-0-220-385	4366 TRADEWINDS DR	398.96
188-0-220-395	4392 TRADEWINDS DR	398.96
188-0-220-405	4332 TRADEWINDS DR	398.96
188-0-220-415	4362 TRADEWINDS DR	398.96
188-0-220-425	4388 TRADEWINDS DR	398.96
188-0-220-435	4334 TRADEWINDS DR	398.96
188-0-220-445	4364 TRADEWINDS DR	398.96
188-0-220-455	4390 TRADEWINDS DR	398.96
188-0-220-465	4310 TRADEWINDS DR	496.88
188-0-220-475	4310 TRADEWINDS DR	523.96
188-0-220-485	4310 TRADEWINDS DR	544.64
188-0-220-495	4310 TRADEWINDS DR	261.86
188-0-220-505	4310 TRADEWINDS DR	270.96
188-0-220-515	4310 TRADEWINDS DR	261.86
188-0-220-525	4310 TRADEWINDS DR	261.86
188-0-220-535	4310 TRADEWINDS DR	194.42
188-0-230-015	4228 TRADEWINDS DR	398.96
188-0-230-025	4258 TRADEWINDS DR	398.96
188-0-230-035	4288 TRADEWINDS DR	398.96
188-0-230-045	4226 TRADEWINDS DR	398.96
188-0-230-055	4256 TRADEWINDS DR	398.96
188-0-230-065	4286 TRADEWINDS DR	398.96
188-0-230-075	4224 TRADEWINDS DR	398.96
188-0-230-085	4254 TRADEWINDS DR	398.96
188-0-230-095	4284 TRADEWINDS DR	398.96
188-0-230-105	4222 TRADEWINDS DR	398.96
188-0-230-115	4252 TRADEWINDS DR	398.96
188-0-230-125	4282 TRADEWINDS DR	398.96
188-0-230-135	4220 TRADEWINDS DR	398.96
188-0-230-145	4250 TRADEWINDS DR	398.96
188-0-230-155	4280 TRADEWINDS DR	398.96
188-0-230-165	4218 TRADEWINDS DR	398.96
188-0-230-175	4248 TRADEWINDS DR	398.96
188-0-230-185	4278 TRADEWINDS DR	398.96

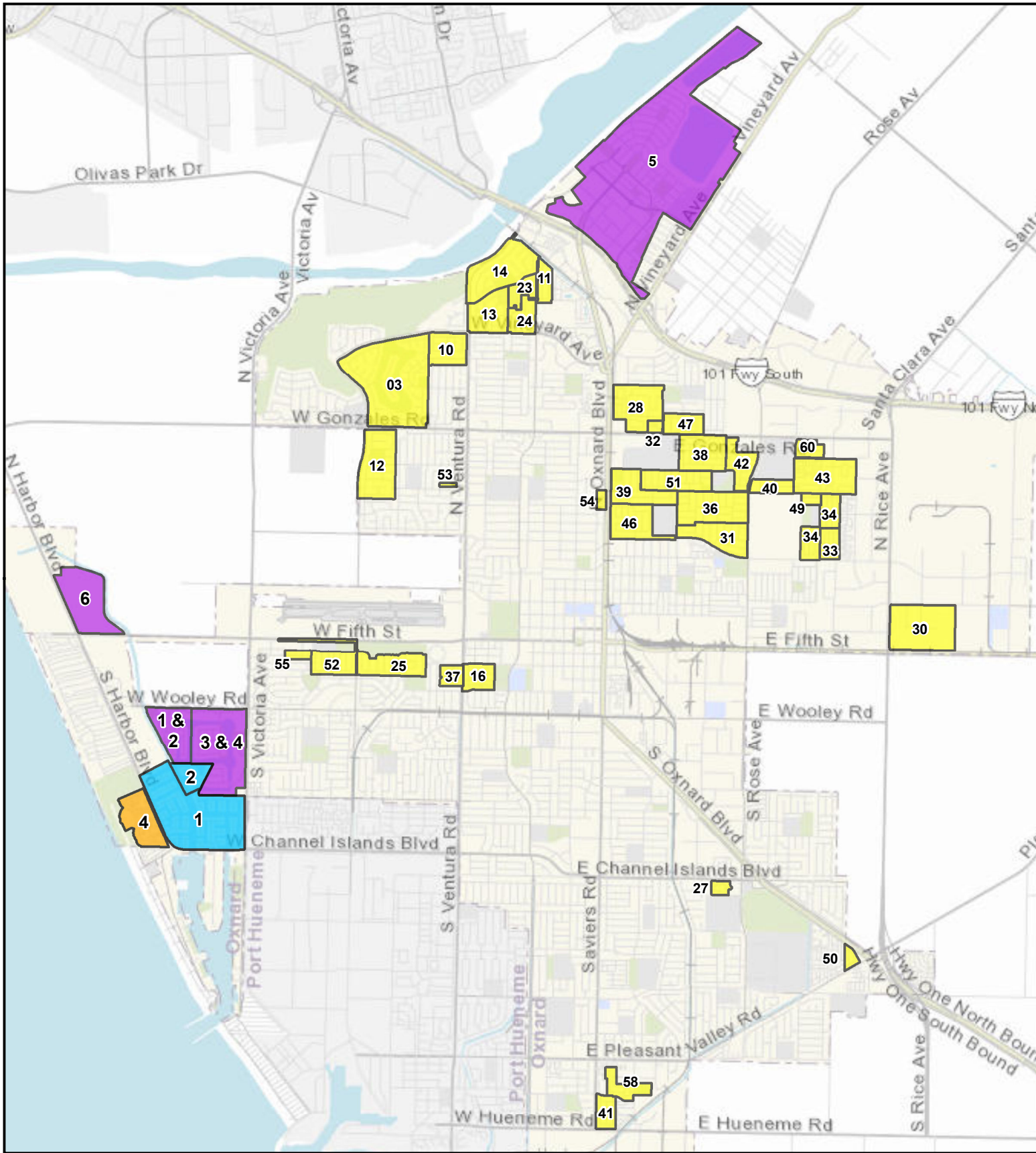
EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2
(WESTPORT AT Mandalay Bay)
FISCAL YEAR 2020-21 LEVY**

Parcel No.	Site Address	Levy Amount
188-0-230-195	4216 TRADEWINDS DR	398.96
188-0-230-205	4246 TRADEWINDS DR	398.96
188-0-230-215	4276 TRADEWINDS DR	398.96
188-0-230-225	4214 TRADEWINDS DR	398.96
188-0-230-235	4244 TRADEWINDS DR	398.96
188-0-230-245	4274 TRADEWINDS DR	398.96
188-0-230-255	4212 TRADEWINDS DR	398.96
188-0-230-265	4242 TRADEWINDS DR	398.96
188-0-230-275	4272 TRADEWINDS DR	398.96
188-0-230-285	4210 TRADEWINDS DR	398.96
188-0-230-295	4240 TRADEWINDS DR	398.96
188-0-230-305	4270 TRADEWINDS DR	398.96
188-0-230-315	4230 TRADEWINDS DR	398.96
188-0-230-325	4260 TRADEWINDS DR	398.96
188-0-230-335	4290 TRADEWINDS DR	398.96
188-0-230-345	4232 TRADEWINDS DR	398.96
188-0-230-355	4262 TRADEWINDS DR	398.96
188-0-230-365	4292 TRADEWINDS DR	398.96
188-0-230-375	4234 TRADEWINDS DR	398.96
188-0-230-385	4264 TRADEWINDS DR	398.96
188-0-230-395	4294 TRADEWINDS DR	398.96
188-0-230-405	4236 TRADEWINDS DR	398.96
188-0-230-415	4266 TRADEWINDS DR	398.96
188-0-230-425	4296 TRADEWINDS DR	398.96
188-0-230-435	4238 TRADEWINDS DR	398.96
188-0-230-445	4268 TRADEWINDS DR	398.96
188-0-230-455	4298 TRADEWINDS DR	398.96
188-0-230-475	4300 TRADEWINDS DR	549.80
188-0-230-485	4300 TRADEWINDS DR	268.00
188-0-230-495	4300 TRADEWINDS DR	276.12
188-0-230-505	4300 TRADEWINDS DR	257.92
188-0-230-515	4300 TRADEWINDS DR	308.62
188-0-230-525	4300 TRADEWINDS DR	189.00
Total	321 Parcels	\$227,274.66

CITY OF OXNARD ASSESSMENT DISTRICTS

ITEM #J-13 (NEW)



- Maintenance Assessment District (District No.)
- Community Facilities District (District No.)
- Waterway Assessment District (Zone No.)
- Landscape Maintenance District (District No.)



CITY OF OXNARD - SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICTS * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS

1 & 2 – Westport at Mandalay Bay	5 – Riverpark
3 & 4 – Seabridge at Mandalay Bay	6 – Northshore at Mandalay Bay

LANDSCAPE MAINTENANCE DISTRICTS

3 – Riverridge	31 - Rancho De La Rosa	43 – Greenbelt
10 – Country Club	32 – Oak Park	46 – Daily Ranch
12 – Standard Pacific	33 – El Paseo	47 – Sycamore Place
13 – Le Village	34 – Sunrise Pt/ Sunset Cove	49 – Cameron Ranch
14 – California Cove	36 – Villa Santa Cruz	50 – PV Senior Housing
16 – California Lighthouse	37 – Pacific Breeze	51 – Pfeiler
23 – Greystone	38 – Aldea Del Mar	52 – Wingfield
24 – Vineyards	39 – El Sueno Promesa	53 – Huff Court
25 – The Pointe	39 – DR Horton	54 – Meadowcrest
27 – Rose Island	40 – Cantada	55 – Wingfield West
28 – Harborside	41 – Pacific Cove	58 – Westwind
30 - Haas Automation	42 – Cantabria/Coronado	60 - Artisan

MAINTENANCE ASSESSMENT DISTRICT

4 – Mandalay Beach/Colony

WATERWAYS ASSESSMENT DISTRICTS

Zone 1 – Mandalay Bay	Zone 2 – Harbour Island
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CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA AGENDA ITEM NO. J-14

DATE: June 2, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Special Tax Levy for Community Facilities Districts No. 3 and No. 4 (Seabridge at Mandalay Bay).

RECOMMENDATION

That the City Council:

1. Adopt a resolution setting a special tax rate within Community Facilities District (CFD) No. 3 (Seabridge at Mandalay Bay) for FY 2020-21; and
 2. Adopt a resolution setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for FY 2020-21.
- (Public Works and Transportation Committee approved 3-0)

BACKGROUND

CFD No. 3 Special Tax

On December 14, 2004, City Council adopted Resolution No. 12,737 (the "Resolution of Formation") establishing CFD No. 3 and Ordinance No. 2676 to levy a special tax sufficient to pay principal, interest, and other periodic costs and administrative expenses with respect to the bonds of CFD No. 3. In each fiscal year thereafter, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. While the maximum special tax rate in FY 2020-21 for CFD No. 3 is \$2,983,935, the actual amount to be levied is \$1,883,051.

There is no formal reserve fund for CFD No. 3 as the bonds were refinanced as a private placement in 2013, with no requirement to fund a reserve. The fund balance consists only of funds necessary to pay principal, interest, and administrative costs. The remaining balance of the bonds is \$24,225,000 with the final payment due on September 1, 2035.

On November 6, 2018, voters within Seabridge at Mandalay Bay approved Measure H which limited the amount of CFD No. 3 special tax revenue used to pay overhead costs of City employees to \$5,000 annually. The FY 2020-21 City overhead cost is equal to \$5,000.

CFD No. 4 Special Tax

On December 14, 2004, City Council adopted Resolution No. 12,739 (the "Resolution of Formation")

establishing CFD No. 4 and Ordinance No. 2677 to levy a special tax sufficient to pay certain costs of Services and Incidental Expenses relating to the maintenance of CFD No. 4. In each fiscal year thereafter, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. The total amount of special taxes for CFD No. 4 in FY 2020-21 \$845,843.

Due to a recently completed reserve study by Association Reserves, staff will be providing CFD-4 with a levy credit of \$500,000 (instead of previously stated amount of \$0), bringing the total amount of special taxes in FY 2020-21 from \$845,843 to \$344,593. The reduced overall amount of special taxes also reduces the County Collection Fee from \$2,234 to \$981, which is based partially on the total amount of special taxes.

The changes to the total amount of special taxes occurred after the Public Works and Transportation Committee agenda was published, however, the Committee members were notified during the presentation.

Updated numbers are identified below in red.

The following table represents an updated analysis of the Projected Levy in FY 2020-21:

Description	Projected Levy FY 20-21*	Actual Levy FY 19-20*
Park Maintenance	\$276,880	\$260,606
Contingency-Maintenance	\$165,000	\$165,000
Utilities	\$118,281	\$75,000
Waterway Repairs & Maintenance	\$50,000	\$50,000
Harbor Patrol	\$0	\$192,000
Police Protection Services	\$25,000	\$26,092
Shop & Field/Custodial	\$10,510	\$10,000
Subscriptions/Publications	\$2,000	\$2,000
Inspectors	\$140,099	\$161,906
Indirect/Fixed Costs	\$46,102	\$45,781
County collection fees	\$981	\$2,506
Administration Costs	\$4,106	\$4,048
Other Costs	\$5,622	\$0
Del. Management Charges	\$12	\$53
Special Tax Levy Credit	(\$500,000)	\$0
Total Annual Levy	\$344,593	\$994,992

*Numbers may not add up due to rounding

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 will be no cost to the City's General Fund from approval of the resolutions levying the special taxes for CFD No. 3 and CFD No. 4 for FY 2020-21. Debt service costs and all administrative costs are

included in the amount to be collected by the special taxes, which are levied against properties located in CFD No. 3 and CFD No. 4.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on May 26, 2020 to approve the staff recommendation and to forward the item for Council approval with the update to the special taxes referenced above.

Prepared by: Adam Smith, Project Manager

ATTACHMENTS

1. Resolution Authorizing Levy of Special Tax CFD 3 FY 20-21
2. Exhibit A: CFD-3 Levies by Location
3. Resolution Authorizing Levy of Special Tax CFD 4 FY 20-21
4. Exhibit A: CFD-4 Levies by Location
5. Districts Map and Legend

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
 OXNARD ACTING AS THE LEGISLATIVE BODY OF
 COMMUNITY FACILITIES DISTRICT NO. 3 (SEABRIDGE AT
 MANDALAY BAY) OF THE CITY OF OXNARD AUTHORIZING
 THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY
 FACILITIES DISTRICT NO. 3 (SEABRIDGE AT MANDALAY
 BAY) FOR THE FISCAL YEAR 2020-21

WHEREAS, the City Council of the City of Oxnard (the "City") previously established Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard ("CFD No. 3") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the "Act"); and

WHEREAS, the City Council of the City, acting as the legislative body of CFD No. 3, is authorized pursuant to Resolution No. 12,737 (the "Resolution of Formation") and Ordinance No. 2676 adopted by the City Council on December 14, 2004, (the "Ordinance") to levy a special tax sufficient to pay principal, interest, other periodic costs and administrative expenses with respect to bonds of CFD No. 3 (the "Bonds") and to pay certain costs of the Public Improvements and Incidental Expenses (as defined in the Resolution of Formation); and

WHEREAS, it is now necessary and appropriate that this City Council provide for the levy and collection of the special taxes for the Fiscal Year 2020-21 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the assessments are in conformance with Proposition 218; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 3 (SEABRIDGE AT MANDALAY BAY), DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The special tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2020-21 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 3 entitled "City of Oxnard Community Facilities District No. 3 (Seabridge at Mandalay Bay) Fiscal Year 2020-21 Levy" (the "Report") attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the

maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief Financial Officer of the City, or designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxes or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

SECTION 4. All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

SECTION 5. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes except as such procedure has been modified by law and this City Council as set forth in the Indenture Between CFD No. 3 and Wells Fargo Bank, National Association, as Fiscal Agent dated as of October 1, 2005.

SECTION 6. As a cumulative remedy, if any amount levied as a special tax for payment of bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the City Council may, not later than four years after the due date of the last installment of principal on the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such special tax.

SECTION 7. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2020-21, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

APPROVED AND ADOPTED this __ day of ____, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn
Mayor of the City Council of the City of Oxnard,
acting on behalf of Community Facilities District No. 3
(Seabridge at Mandalay Bay) of the City of Oxnard

ATTEST:

Michelle Ascencion
City Clerk of the City of Oxnard

(SEAL)

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

STATE OF CALIFORNIA)
)
COUNTY OF VENTURA) ss.

I, MICHELLE ASCENCION, City Clerk of the City Council of the City of Oxnard, do hereby certify that the above and foregoing is a full, true and correct copy of RESOLUTION NO. ____ of said City Council, and that the same has not been amended or repealed.

DATED: _____, 2020

City Clerk of the City Council of the City of Oxnard

(SEAL)

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2020-2021 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
188-0-241-015	1301 SEABRIDGE LN	\$3,610.94	188-0-293-085	4054 GALAPAGOS WAY	\$3,294.34
188-0-241-025	1311 SEABRIDGE LN	3,610.94	188-0-293-095	4044 GALAPAGOS WAY	3,610.94
188-0-241-035	1321 SEABRIDGE LN	3,294.34	188-0-293-105	4030 GALAPAGOS WAY	3,610.94
188-0-241-055	1341 SEABRIDGE LN	3,610.94	188-0-293-115	4020 GALAPAGOS WAY	3,294.34
188-0-241-065	1351 SEABRIDGE LN	3,610.94	188-0-293-125	4014 GALAPAGOS WAY	3,610.94
188-0-241-075	1361 SEABRIDGE LN	3,610.94	188-0-293-135	4004 GALAPAGOS WAY	3,610.94
188-0-241-085	1401 SEABRIDGE LN	3,610.94	188-0-293-145	4005 HARBOUR ISLAND LN	3,294.34
188-0-241-095	1411 SEABRIDGE LN	3,610.94	188-0-293-155	4015 HARBOUR ISLAND LN	3,610.94
188-0-241-105	1421 SEABRIDGE LN	3,610.94	188-0-293-165	4025 HARBOUR ISLAND LN	3,610.94
188-0-241-115	1431 SEABRIDGE LN	3,610.94	188-0-293-175	4035 HARBOUR ISLAND LN	3,610.94
188-0-241-125	1441 SEABRIDGE LN	3,294.34	188-0-293-185	4045 HARBOUR ISLAND LN	3,610.94
188-0-241-135	1451 SEABRIDGE LN	3,610.94	188-0-293-195	4055 HARBOUR ISLAND LN	3,610.94
188-0-241-145	1461 SEABRIDGE LN	3,294.34	188-0-293-205	4065 HARBOUR ISLAND LN	3,294.34
188-0-241-155	1462 CASPIAN WAY	3,610.94	188-0-293-215	4075 HARBOUR ISLAND LN	3,610.94
188-0-241-165	1452 CASPIAN WAY	3,610.94	188-0-293-225	4085 HARBOUR ISLAND LN	3,610.94
188-0-241-175	1442 CASPIAN WAY	3,610.94	188-0-293-235	4105 HARBOUR ISLAND LN	3,610.94
188-0-241-185	1432 CASPIAN WAY	3,294.34	188-0-293-245	4115 HARBOUR ISLAND LN	3,610.94
188-0-241-195	1422 CASPIAN WAY	3,610.94	188-0-293-255	4125 HARBOUR ISLAND LN	3,610.94
188-0-241-205	1412 CASPIAN WAY	3,294.34	188-0-293-265	4135 HARBOUR ISLAND LN	3,294.34
188-0-241-215	1402 CASPIAN WAY	3,610.94	188-0-293-275	4145 HARBOUR ISLAND LN	3,610.94
188-0-241-225	1362 CASPIAN WAY	3,610.94	188-0-300-015	4146 HARBOUR ISLAND LN	4,832.78
188-0-241-235	1352 CASPIAN WAY	3,610.94	188-0-300-025	4136 HARBOUR ISLAND LN	4,437.30
188-0-241-245	1342 CASPIAN WAY	3,294.34	188-0-300-035	4126 HARBOUR ISLAND LN	4,832.78
188-0-241-255	1332 CASPIAN WAY	3,610.94	188-0-300-045	4116 HARBOUR ISLAND LN	4,832.78
188-0-241-265	1322 CASPIAN WAY	3,294.34	188-0-300-055	4106 HARBOUR ISLAND LN	4,437.30
188-0-241-275	1312 CASPIAN WAY	3,294.34	188-0-300-065	4076 HARBOUR ISLAND LN	4,832.78
188-0-241-285	1302 CASPIAN WAY	3,610.94	188-0-300-075	4066 HARBOUR ISLAND LN	4,437.30
188-0-242-015	1303 CASPIAN WAY	3,294.34	188-0-300-085	4056 HARBOUR ISLAND LN	4,832.78
188-0-242-035	1323 CASPIAN WAY	3,294.34	188-0-300-095	4046 HARBOUR ISLAND LN	4,832.78
188-0-242-045	1333 CASPIAN WAY	3,610.94	188-0-300-105	4036 HARBOUR ISLAND LN	4,832.78
188-0-242-055	1343 CASPIAN WAY	3,610.94	188-0-300-115	4026 HARBOUR ISLAND LN	4,437.30
188-0-242-065	1353 CASPIAN WAY	3,610.94	188-0-300-125	4016 HARBOUR ISLAND LN	4,832.78
188-0-242-075	1363 CASPIAN WAY	3,294.34	188-0-300-135	4006 HARBOUR ISLAND LN	4,832.78
188-0-242-085	1403 CASPIAN WAY	3,610.94	188-0-300-145	3976 HARBOUR ISLAND LN	4,832.78
188-0-242-095	1413 CASPIAN WAY	3,610.94	188-0-300-155	3966 HARBOUR ISLAND LN	4,437.30
188-0-242-105	1423 CASPIAN WAY	3,610.94	188-0-300-165	3956 HARBOUR ISLAND LN	4,832.78
188-0-242-115	1433 CASPIAN WAY	3,610.94	188-0-300-175	3946 HARBOUR ISLAND LN	4,832.78
188-0-242-125	1443 CASPIAN WAY	3,294.34	188-0-300-185	1911 NAPOLI DR	4,832.78
188-0-242-135	1453 CASPIAN WAY	3,610.94	188-0-300-195	1921 NAPOLI DR	4,832.78
188-0-242-145	1463 CASPIAN WAY	3,610.94	188-0-300-205	3907 W HEMLOCK ST	4,832.78
188-0-242-155	1464 DONEGAL WAY	3,610.94	188-0-300-215	3917 W HEMLOCK ST	4,437.30
188-0-242-165	1454 DONEGAL WAY	3,294.34	188-0-300-225	3927 W HEMLOCK ST	4,832.78
188-0-242-175	1444 DONEGAL WAY	3,610.94	188-0-300-235	3937 W HEMLOCK ST	4,832.78
188-0-242-185	1434 DONEGAL WAY	3,294.34	188-0-300-245	3947 W HEMLOCK ST	4,832.78
188-0-242-195	1424 DONEGAL WAY	3,610.94	188-0-300-255	3957 W HEMLOCK ST	4,832.78
188-0-242-205	1414 DONEGAL WAY	3,294.34	188-0-300-265	3967 W HEMLOCK ST	4,832.78
188-0-242-215	1404 DONEGAL WAY	3,610.94	188-0-300-275	3977 W HEMLOCK ST	4,832.78
188-0-242-225	1364 DONEGAL WAY	3,610.94	188-0-300-285	4007 W HEMLOCK ST	4,437.30
188-0-242-235	1354 DONEGAL WAY	3,294.34	188-0-300-295	4017 W HEMLOCK ST	4,832.78
188-0-242-245	1344 DONEGAL WAY	3,294.34	188-0-300-305	4027 W HEMLOCK ST	4,832.78
188-0-242-255	1334 DONEGAL WAY	3,610.94	188-0-300-315	4037 W HEMLOCK ST	4,437.30
188-0-242-265	1324 DONEGAL WAY	3,610.94	188-0-300-325	4047 W HEMLOCK ST	4,832.78
188-0-242-275	1314 DONEGAL WAY	3,294.34	188-0-300-335	4057 W HEMLOCK ST	4,832.78
188-0-242-285	1304 DONEGAL WAY	3,610.94	188-0-300-345	4067 W HEMLOCK ST	4,437.30
188-0-243-015	1305 DONEGAL WAY	3,294.34	188-0-300-355	4077 W HEMLOCK ST	4,832.78
188-0-243-025	1315 DONEGAL WAY	3,610.94	188-0-300-365	4107 W HEMLOCK ST	4,832.78
188-0-243-035	1325 DONEGAL WAY	3,294.34	188-0-300-375	4117 W HEMLOCK ST	4,832.78

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2020-2021 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
188-0-243-045	1335 DONEGAL WAY	3,610.94	188-0-300-385	4127 W HEMLOCK ST	4,832.78
188-0-243-055	1345 DONEGAL WAY	3,610.94	188-0-300-395	4137 W HEMLOCK ST	4,832.78
188-0-243-065	1355 DONEGAL WAY	3,610.94	188-0-300-405	4147 W HEMLOCK ST	4,832.78
188-0-243-075	1365 DONEGAL WAY	3,294.34	188-0-300-415	4157 W HEMLOCK ST	4,832.78
188-0-243-095	1415 DONEGAL WAY	3,610.94	188-0-300-425	4167 W HEMLOCK ST	4,437.30
188-0-243-105	1425 DONEGAL WAY	3,610.94	188-0-300-435	4177 W HEMLOCK ST	4,437.30
188-0-243-115	1435 DONEGAL WAY	3,610.94	188-0-300-445	4181 W HEMLOCK ST	4,832.78
188-0-243-125	1445 DONEGAL WAY	3,294.34	188-0-310-045	1651 S VICTORIA AVE	22,829.00
188-0-243-135	1455 DONEGAL WAY	3,610.94	188-0-310-055	NOT AVAILABLE	139,896.24
188-0-243-145	1465 DONEGAL WAY	3,294.34	188-0-320-015	1409 WINDSHORE WAY	2,082.60
188-0-243-155	1475 DONEGAL WAY	3,610.94	188-0-320-025	1407 WINDSHORE WAY	2,581.26
188-0-243-165	1486 ESTUARY WAY	3,294.34	188-0-320-035	1405 WINDSHORE WAY	2,082.60
188-0-243-175	1476 ESTUARY WAY	3,610.94	188-0-320-045	1403 WINDSHORE WAY	2,082.60
188-0-243-185	1466 ESTUARY WAY	3,294.34	188-0-320-055	1401 WINDSHORE WAY	2,581.26
188-0-243-195	1456 ESTUARY WAY	3,610.94	188-0-320-065	1411 WINDSHORE WAY	2,082.60
188-0-243-205	1446 ESTUARY WAY	3,294.34	188-0-320-075	1413 WINDSHORE WAY	2,082.60
188-0-243-215	1436 ESTUARY WAY	3,610.94	188-0-320-085	1415 WINDSHORE WAY	2,082.60
188-0-243-225	1426 ESTUARY WAY	3,294.34	188-0-320-095	1417 WINDSHORE WAY	2,082.60
188-0-243-235	1416 ESTUARY WAY	3,610.94	188-0-320-105	1427 WINDSHORE WAY	2,581.26
188-0-243-245	1406 ESTUARY WAY	3,610.94	188-0-320-115	1425 WINDSHORE WAY	2,082.60
188-0-243-255	1366 ESTUARY WAY	3,610.94	188-0-320-125	1423 WINDSHORE WAY	2,082.60
188-0-243-265	1356 ESTUARY WAY	3,294.34	188-0-320-135	1421 WINDSHORE WAY	2,581.26
188-0-243-275	1346 ESTUARY WAY	3,610.94	188-0-320-145	1419 WINDSHORE WAY	2,082.60
188-0-243-285	1336 ESTUARY WAY	3,610.94	188-0-320-155	1439 WINDSHORE WAY	2,082.60
188-0-243-295	1326 ESTUARY WAY	3,294.34	188-0-320-165	1437 WINDSHORE WAY	2,581.26
188-0-243-305	1316 ESTUARY WAY	3,610.94	188-0-320-175	1435 WINDSHORE WAY	2,082.60
188-0-244-015	1477 ESTUARY WAY	4,165.22	188-0-320-185	1433 WINDSHORE WAY	2,082.60
188-0-244-025	1467 ESTUARY WAY	4,437.30	188-0-320-195	1431 WINDSHORE WAY	2,581.26
188-0-244-035	1457 ESTUARY WAY	4,437.30	188-0-320-205	1441 WINDSHORE WAY	2,082.60
188-0-244-045	1447 ESTUARY WAY	4,437.30	188-0-320-215	1443 WINDSHORE WAY	2,082.60
188-0-244-055	1437 ESTUARY WAY	4,165.22	188-0-320-225	1445 WINDSHORE WAY	2,082.60
188-0-244-065	1427 ESTUARY WAY	4,165.22	188-0-320-235	1447 WINDSHORE WAY	2,082.60
188-0-244-075	1417 ESTUARY WAY	4,437.30	188-0-320-245	1457 WINDSHORE WAY	2,581.26
188-0-244-085	1407 ESTUARY WAY	4,437.30	188-0-320-255	1455 WINDSHORE WAY	2,082.60
188-0-244-095	1367 ESTUARY WAY	4,165.22	188-0-320-265	1453 WINDSHORE WAY	2,082.60
188-0-244-105	1357 ESTUARY WAY	4,437.30	188-0-320-275	1451 WINDSHORE WAY	2,581.26
188-0-244-115	1347 ESTUARY WAY	4,165.22	188-0-320-285	1449 WINDSHORE WAY	2,082.60
188-0-244-125	1337 ESTUARY WAY	4,437.30	188-0-320-295	1469 WINDSHORE WAY	2,082.60
188-0-244-135	1327 ESTUARY WAY	4,437.30	188-0-320-305	1467 WINDSHORE WAY	2,581.26
188-0-244-145	1317 ESTUARY WAY	4,165.22	188-0-320-315	1465 WINDSHORE WAY	2,082.60
188-0-244-155	1301 ESTUARY WAY	4,437.30	188-0-320-325	1463 WINDSHORE WAY	2,082.60
188-0-244-165	4181 ADRIATIC ST	4,437.30	188-0-320-335	1461 WINDSHORE WAY	2,581.26
188-0-244-175	4171 ADRIATIC ST	4,437.30	188-0-320-345	1471 WINDSHORE WAY	2,082.60
188-0-244-185	4161 ADRIATIC ST	4,165.22	188-0-320-355	1473 WINDSHORE WAY	2,082.60
188-0-244-195	4151 ADRIATIC ST	4,437.30	188-0-320-365	1475 WINDSHORE WAY	2,082.60
188-0-244-205	4141 ADRIATIC ST	4,437.30	188-0-320-375	1477 WINDSHORE WAY	2,082.60
188-0-244-215	4131 ADRIATIC ST	4,437.30	188-0-320-385	1487 WINDSHORE WAY	2,581.26
188-0-245-015	4111 ADRIATIC ST	4,165.22	188-0-320-395	1485 WINDSHORE WAY	2,082.60
188-0-245-025	4101 ADRIATIC ST	4,437.30	188-0-320-405	1483 WINDSHORE WAY	2,082.60
188-0-245-035	4061 ADRIATIC ST	4,437.30	188-0-320-415	1481 WINDSHORE WAY	2,581.26
188-0-245-045	4051 ADRIATIC ST	4,165.22	188-0-320-425	1479 WINDSHORE WAY	2,082.60
188-0-245-055	4041 ADRIATIC ST	4,437.30	188-0-330-015	1509 WINDSHORE WAY	2,082.60
188-0-245-065	4031 ADRIATIC ST	4,165.22	188-0-330-025	1507 WINDSHORE WAY	2,581.26
188-0-245-075	4021 ADRIATIC ST	4,437.30	188-0-330-035	1505 WINDSHORE WAY	2,082.60
188-0-245-085	4011 ADRIATIC ST	4,165.22	188-0-330-045	1503 WINDSHORE WAY	2,082.60
188-0-245-095	4001 ADRIATIC ST	4,437.30	188-0-330-055	1501 WINDSHORE WAY	2,581.26
188-0-250-075	1101 S VICTORIA AVE	15,778.64	188-0-330-065	1511 WINDSHORE WAY	2,082.60

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2020-2021 LEVY

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
188-0-250-205	1299 S VICTORIA AVE	675.58	188-0-330-075	1513 WINDSHORE WAY	2,082.60
188-0-250-225	1201 S VICTORIA AVE	11,792.76	188-0-330-085	1515 WINDSHORE WAY	2,082.60
188-0-250-285	1291 S VICTORIA AVE	36,613.98	188-0-330-095	1517 WINDSHORE WAY	2,082.60
188-0-260-035	4154 CARIBBEAN ST	4,832.78	188-0-330-105	1527 WINDSHORE WAY	2,581.26
188-0-260-045	4164 CARIBBEAN ST	4,437.30	188-0-330-115	1525 WINDSHORE WAY	2,082.60
188-0-260-055	4174 CARIBBEAN ST	4,832.78	188-0-330-125	1523 WINDSHORE WAY	2,082.60
188-0-260-065	4184 CARIBBEAN ST	4,437.30	188-0-330-135	1521 WINDSHORE WAY	2,581.26
188-0-260-075	4194 CARIBBEAN ST	4,832.78	188-0-330-145	1519 WINDSHORE WAY	2,082.60
188-0-260-085	4204 CARIBBEAN ST	4,832.78	188-0-330-155	1539 WINDSHORE WAY	2,082.60
188-0-260-095	4214 CARIBBEAN ST	4,437.30	188-0-330-165	1537 WINDSHORE WAY	2,581.26
188-0-260-105	1537 ESTUARY WAY	4,437.30	188-0-330-175	1535 WINDSHORE WAY	2,082.60
188-0-260-115	1527 ESTUARY WAY	4,832.78	188-0-330-185	1533 WINDSHORE WAY	2,082.60
188-0-260-125	1517 ESTUARY WAY	4,832.78	188-0-330-195	1531 WINDSHORE WAY	2,581.26
188-0-260-135	1507 ESTUARY WAY	4,832.78	188-0-330-205	1541 WINDSHORE WAY	2,082.60
188-0-260-145	1501 ESTUARY WAY	4,437.30	188-0-330-215	1543 WINDSHORE WAY	2,082.60
188-0-271-025	4164 BALTIC ST	3,610.94	188-0-330-225	1545 WINDSHORE WAY	2,082.60
188-0-271-035	4154 BALTIC ST	4,136.90	188-0-330-235	1547 WINDSHORE WAY	2,082.60
188-0-271-045	4144 BALTIC ST	4,136.90	188-0-330-245	1557 WINDSHORE WAY	2,581.26
188-0-271-065	4124 BALTIC ST	3,610.94	188-0-330-255	1555 WINDSHORE WAY	2,082.60
188-0-271-075	4114 BALTIC ST	4,136.90	188-0-330-265	1553 WINDSHORE WAY	2,082.60
188-0-271-085	4104 BALTIC ST	4,136.90	188-0-330-275	1551 WINDSHORE WAY	2,581.26
188-0-271-095	4072 BALTIC ST	3,610.94	188-0-330-285	1549 WINDSHORE WAY	2,082.60
188-0-271-105	4062 BALTIC ST	4,136.90	188-0-330-295	1569 WINDSHORE WAY	2,082.60
188-0-271-115	4052 BALTIC ST	4,136.90	188-0-330-305	1567 WINDSHORE WAY	2,581.26
188-0-271-125	4042 BALTIC ST	4,136.90	188-0-330-315	1565 WINDSHORE WAY	2,082.60
188-0-271-135	4032 BALTIC ST	3,610.94	188-0-330-325	1563 WINDSHORE WAY	2,082.60
188-0-271-145	1501 SEABRIDGE LN	3,610.94	188-0-330-335	1561 WINDSHORE WAY	2,581.26
188-0-271-155	1507 SEABRIDGE LN	4,136.90	188-0-330-345	1571 WINDSHORE WAY	2,082.60
188-0-271-165	1517 SEABRIDGE LN	3,610.94	188-0-330-355	1573 WINDSHORE WAY	2,082.60
188-0-271-175	1527 SEABRIDGE LN	3,610.94	188-0-330-365	1575 WINDSHORE WAY	2,082.60
188-0-271-185	4033 CARIBBEAN ST	4,136.90	188-0-330-375	1577 WINDSHORE WAY	2,082.60
188-0-271-195	4043 CARIBBEAN ST	3,610.94	188-0-330-385	1587 WINDSHORE WAY	2,581.26
188-0-271-205	4053 CARIBBEAN ST	4,136.90	188-0-330-395	1585 WINDSHORE WAY	2,082.60
188-0-271-215	4103 CARIBBEAN ST	4,136.90	188-0-330-405	1583 WINDSHORE WAY	2,082.60
188-0-271-225	4113 CARIBBEAN ST	3,610.94	188-0-330-415	1581 WINDSHORE WAY	2,581.26
188-0-271-235	4123 CARIBBEAN ST	4,136.90	188-0-330-425	1579 WINDSHORE WAY	2,082.60
188-0-271-245	4133 CARIBBEAN ST	4,136.90	188-0-340-015	1500 SEABRIDGE LN	2,581.26
188-0-271-255	4143 CARIBBEAN ST	3,610.94	188-0-340-025	1502 SEABRIDGE LN	2,082.60
188-0-271-265	4153 CARIBBEAN ST	4,136.90	188-0-340-035	1504 SEABRIDGE LN	2,082.60
188-0-271-275	4163 CARIBBEAN ST	3,610.94	188-0-340-055	1508 SEABRIDGE LN	2,082.60
188-0-271-285	4173 CARIBBEAN ST	4,136.90	188-0-340-065	1518 SEABRIDGE LN	2,082.60
188-0-271-295	4183 CARIBBEAN ST	4,136.90	188-0-340-075	1520 SEABRIDGE LN	2,581.26
188-0-272-015	4144 CARIBBEAN ST	4,832.78	188-0-340-085	1522 SEABRIDGE LN	2,082.60
188-0-272-025	4134 CARIBBEAN WAY	4,832.78	188-0-340-095	1524 SEABRIDGE LN	2,082.60
188-0-272-035	4124 CARIBBEAN ST	4,437.30	188-0-340-105	1526 SEABRIDGE LN	2,581.26
188-0-272-045	4114 CARIBBEAN ST	4,832.78	188-0-340-115	1516 SEABRIDGE LN	2,082.60
188-0-272-055	4104 CARIBBEAN ST	4,437.30	188-0-340-125	1514 SEABRIDGE LN	2,082.60
188-0-272-065	4054 CARIBBEAN ST	4,832.78	188-0-340-135	1512 SEABRIDGE LN	2,082.60
188-0-272-075	4044 CARIBBEAN ST	4,437.30	188-0-340-145	1510 SEABRIDGE LN	2,082.60
188-0-272-085	4034 CARIBBEAN ST	4,832.78	188-0-340-155	1530 SEABRIDGE LN	2,581.26
188-0-272-095	4024 CARIBBEAN ST	4,832.78	188-0-340-165	1532 SEABRIDGE LN	2,082.60
188-0-272-105	4014 CARIBBEAN ST	4,832.78	188-0-340-175	1534 SEABRIDGE LN	2,082.60
188-0-272-115	4004 CARIBBEAN ST	4,437.30	188-0-340-185	1536 SEABRIDGE LN	2,581.26
188-0-272-205	1601 S VICTORIA AVE	25,691.08	188-0-340-195	1538 SEABRIDGE LN	2,082.60
188-0-280-015	1414 WINDSHORE WAY	1,779.16	188-0-340-205	1548 SEABRIDGE LN	2,082.60
188-0-280-025	1416 WINDSHORE WAY	1,779.16	188-0-340-215	1550 SEABRIDGE LN	2,581.26
188-0-280-035	1418 WINDSHORE WAY	2,082.60	188-0-340-225	1552 SEABRIDGE LN	2,082.60

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2020-2021 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
188-0-280-045	1400 WINDSHORE WAY	1,779.16	188-0-340-235	1554 SEABRIDGE LN	2,082.60
188-0-280-055	3818 ALEE LN	1,779.16	188-0-340-245	1556 SEABRIDGE LN	2,581.26
188-0-280-065	3816 ALEE LN	2,082.60	188-0-340-255	1546 SEABRIDGE LN	2,082.60
188-0-280-075	3814 ALEE LN	2,082.60	188-0-340-265	1544 SEABRIDGE LN	2,082.60
188-0-280-085	3812 ALEE LN	2,082.60	188-0-340-275	1542 SEABRIDGE LN	2,082.60
188-0-280-095	3810 ALEE LN	2,082.60	188-0-340-285	1540 SEABRIDGE LN	2,082.60
188-0-280-105	3800 ALEE LN	1,779.16	188-0-340-295	1560 SEABRIDGE LN	2,581.26
188-0-280-115	1402 WINDSHORE WAY	1,779.16	188-0-340-305	1562 SEABRIDGE LN	2,082.60
188-0-280-125	1406 WINDSHORE WAY	2,082.60	188-0-340-315	1564 SEABRIDGE LN	2,082.60
188-0-280-135	1408 WINDSHORE WAY	1,779.16	188-0-340-325	1566 SEABRIDGE LN	2,581.26
188-0-280-145	1410 WINDSHORE WAY	1,779.16	188-0-340-335	1568 SEABRIDGE LN	2,082.60
188-0-280-155	1428 WINDSHORE WAY	1,779.16	188-0-340-345	1578 SEABRIDGE LN	2,082.60
188-0-280-165	1430 WINDSHORE WAY	1,779.16	188-0-340-355	1580 SEABRIDGE LN	2,581.26
188-0-280-175	1432 WINDSHORE WAY	2,082.60	188-0-340-365	1582 SEABRIDGE LN	2,082.60
188-0-280-185	1434 WINDSHORE WAY	1,779.16	188-0-340-375	1584 SEABRIDGE LN	2,082.60
188-0-280-195	1436 WINDSHORE WAY	1,779.16	188-0-340-385	1586 SEABRIDGE LN	2,581.26
188-0-280-205	1438 WINDSHORE WAY	2,082.60	188-0-340-395	1576 SEABRIDGE LN	2,082.60
188-0-280-215	1440 WINDSHORE WAY	2,082.60	188-0-340-405	1574 SEABRIDGE LN	2,082.60
188-0-280-225	1442 WINDSHORE WAY	2,082.60	188-0-340-415	1572 SEABRIDGE LN	2,082.60
188-0-280-235	1444 WINDSHORE WAY	2,082.60	188-0-340-425	1570 SEABRIDGE LN	2,082.60
188-0-280-245	1446 WINDSHORE WAY	1,779.16	188-0-350-065	1901 VICTORIA AVE	1,500.00
188-0-280-255	1448 WINDSHORE WAY	1,779.16	188-0-350-075	1901 VICTORIA AVE	1,779.16
188-0-280-265	1420 WINDSHORE WAY	2,082.60	188-0-350-085	1901 VICTORIA AVE	1,779.16
188-0-280-275	1422 WINDSHORE WAY	1,779.16	188-0-350-095	1901 VICTORIA AVE	1,779.16
188-0-280-285	1424 WINDSHORE WAY	1,779.16	188-0-350-105	1901 VICTORIA AVE	1,779.16
188-0-280-295	1524 WINDSHORE WAY	1,779.16	188-0-350-115	1901 VICTORIA AVE	1,500.00
188-0-280-305	1526 WINDSHORE WAY	1,779.16	188-0-350-125	1901 VICTORIA AVE	1,500.00
188-0-280-315	1528 WINDSHORE WAY	2,082.60	188-0-350-135	1901 VICTORIA AVE	1,779.16
188-0-280-325	1500 WINDSHORE WAY	1,779.16	188-0-350-145	1901 VICTORIA AVE	1,779.16
188-0-280-335	1502 WINDSHORE WAY	1,779.16	188-0-350-155	1901 VICTORIA AVE	1,779.16
188-0-280-345	1504 WINDSHORE WAY	2,082.60	188-0-350-165	1901 VICTORIA AVE	1,779.16
188-0-280-355	1506 WINDSHORE WAY	2,082.60	188-0-350-175	1901 VICTORIA AVE	1,500.00
188-0-280-365	1508 WINDSHORE WAY	2,082.60	188-0-350-235	1901 VICTORIA AVE	2,082.60
188-0-280-375	1510 WINDSHORE WAY	2,082.60	188-0-350-245	1901 VICTORIA AVE	1,779.16
188-0-280-385	1512 WINDSHORE WAY	1,779.16	188-0-350-255	1901 VICTORIA AVE	2,082.60
188-0-280-395	1514 WINDSHORE WAY	1,779.16	188-0-350-265	1901 VICTORIA AVE	2,082.60
188-0-280-405	1516 WINDSHORE WAY	2,082.60	188-0-350-275	1901 VICTORIA AVE	2,082.60
188-0-280-415	1518 WINDSHORE WAY	1,779.16	188-0-350-285	1901 VICTORIA AVE	2,082.60
188-0-280-425	1520 WINDSHORE WAY	1,779.16	188-0-350-295	1901 VICTORIA AVE	1,779.16
188-0-280-435	1538 WINDSHORE WAY	1,779.16	188-0-350-305	1901 VICTORIA AVE	1,779.16
188-0-280-445	1540 WINDSHORE WAY	1,779.16	188-0-350-315	1901 VICTORIA AVE	2,082.60
188-0-280-455	1542 WINDSHORE WAY	2,082.60	188-0-350-325	1901 VICTORIA AVE	2,082.60
188-0-280-465	1544 WINDSHORE WAY	1,779.16	188-0-350-335	1901 VICTORIA AVE	2,082.60
188-0-280-475	1546 WINDSHORE WAY	1,779.16	188-0-350-345	1901 VICTORIA AVE	2,082.60
188-0-280-485	1548 WINDSHORE WAY	2,082.60	188-0-350-355	1901 VICTORIA AVE	1,779.16
188-0-280-495	1550 WINDSHORE WAY	2,082.60	188-0-350-365	1901 VICTORIA AVE	2,082.60
188-0-280-505	1552 WINDSHORE WAY	2,082.60	188-0-350-375	1901 VICTORIA AVE	1,500.00
188-0-280-515	1554 WINDSHORE WAY	2,082.60	188-0-350-385	1901 VICTORIA AVE	1,500.00
188-0-280-525	1556 WINDSHORE WAY	1,779.16	188-0-350-395	1901 VICTORIA AVE	1,500.00
188-0-280-535	1558 WINDSHORE WAY	1,779.16	188-0-350-405	1901 VICTORIA AVE	1,500.00
188-0-280-545	1530 WINDSHORE WAY	2,082.60	188-0-350-415	1901 VICTORIA AVE	1,779.16
188-0-280-555	1532 WINDSHORE WAY	1,779.16	188-0-350-425	1901 VICTORIA AVE	2,082.60
188-0-280-565	1534 WINDSHORE WAY	1,779.16	188-0-350-435	1901 VICTORIA AVE	2,082.60
188-0-291-025	4071 FARRALON WAY	4,832.78	188-0-350-445	1901 VICTORIA AVE	2,082.60
188-0-291-035	4061 FARRALON WAY	4,832.78	188-0-350-455	1901 VICTORIA AVE	2,082.60
188-0-291-045	4051 FARRALON WAY	4,832.78	188-0-361-015	4012 TRADEWINDS DR	2,082.60
188-0-291-055	4041 FARRALON WAY	4,832.78	188-0-361-025	4014 TRADEWINDS DR	2,581.26

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2020-2021 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
188-0-291-065	4031 FARRALON WAY	4,832.78	188-0-361-035	4016 TRADEWINDS DR	2,082.60
188-0-291-075	4021 FARRALON WAY	4,437.30	188-0-361-045	4018 TRADEWINDS DR	2,082.60
188-0-291-085	4011 FARRALON WAY	4,832.78	188-0-361-055	4020 TRADEWINDS DR	2,581.26
188-0-291-095	4001 FARRALON WAY	4,832.78	188-0-361-065	4010 TRADEWINDS DR	2,082.60
188-0-291-105	1702 ALEUTIAN WAY	4,832.78	188-0-361-075	4008 TRADEWINDS DR	2,082.60
188-0-291-115	1712 ALEUTIAN WAY	4,832.78	188-0-361-085	4006 TRADEWINDS DR	2,082.60
188-0-291-125	1724 ALEUTIAN WAY	4,832.78	188-0-361-095	4004 TRADEWINDS DR	2,082.60
188-0-291-135	1734 ALEUTIAN WAY	4,832.78	188-0-361-105	4002 TRADEWINDS DR	2,082.60
188-0-291-145	1744 ALEUTIAN WAY	4,437.30	188-0-361-115	4000 TRADEWINDS DR	2,082.60
188-0-291-155	1800 ALEUTIAN WAY	4,832.78	188-0-362-015	4034 TRADEWINDS DR	2,082.60
188-0-291-165	1804 ALEUTIAN WAY	4,832.78	188-0-362-025	4036 TRADEWINDS DR	2,581.26
188-0-291-175	1814 ALEUTIAN WAY	4,832.78	188-0-362-035	4038 TRADEWINDS DR	2,082.60
188-0-291-185	1824 ALEUTIAN WAY	4,437.30	188-0-362-045	4040 TRADEWINDS DR	2,082.60
188-0-292-015	4082 FARRALON WAY	3,610.94	188-0-362-055	4042 TRADEWINDS DR	2,581.26
188-0-292-025	4072 FARRALON WAY	3,294.34	188-0-362-065	4032 TRADEWINDS DR	2,082.60
188-0-292-035	4062 FARRALON WAY	3,610.94	188-0-362-075	4030 TRADEWINDS DR	2,082.60
188-0-292-045	4052 FARRALON WAY	3,610.94	188-0-362-085	4028 TRADEWINDS DR	2,082.60
188-0-292-055	4042 FARRALON WAY	3,610.94	188-0-362-095	4026 TRADEWINDS DR	2,082.60
188-0-292-065	4032 FARRALON WAY	3,294.34	188-0-362-105	4024 TRADEWINDS DR	2,082.60
188-0-292-075	4022 FARRALON WAY	3,610.94	188-0-362-115	4022 TRADEWINDS DR	2,082.60
188-0-292-085	4012 FARRALON WAY	3,610.94	188-0-363-015	4056 TRADEWINDS DR	2,082.60
188-0-292-095	4002 FARRALON WAY	3,294.34	188-0-363-025	4058 TRADEWINDS DR	2,581.26
188-0-292-105	4003 GALAPAGOS WAY	3,610.94	188-0-363-035	4060 TRADEWINDS DR	2,082.60
188-0-292-115	4013 GALAPAGOS WAY	3,294.34	188-0-363-045	4062 TRADEWINDS DR	2,082.60
188-0-292-125	4023 GALAPAGOS WAY	3,610.94	188-0-363-055	4064 TRADEWINDS DR	2,581.26
188-0-292-135	4033 GALAPAGOS WAY	3,610.94	188-0-363-065	4054 TRADEWINDS DR	2,082.60
188-0-292-145	4043 GALAPAGOS WAY	3,610.94	188-0-363-075	4052 TRADEWINDS DR	2,082.60
188-0-292-155	4053 GALAPAGOS WAY	3,610.94	188-0-363-085	4050 TRADEWINDS DR	2,082.60
188-0-292-165	4063 GALAPAGOS WAY	3,294.34	188-0-363-095	4048 TRADEWINDS DR	2,082.60
188-0-292-175	4073 GALAPAGOS WAY	3,610.94	188-0-363-105	4046 TRADEWINDS DR	2,082.60
188-0-292-185	4103 GALAPAGOS WAY	3,610.94	188-0-363-115	4044 TRADEWINDS DR	2,082.60
188-0-292-195	4113 GALAPAGOS WAY	3,610.94	188-0-364-015	4074 TRADEWINDS DR	2,082.60
188-0-292-205	4123 GALAPAGOS WAY	3,610.94	188-0-364-025	4076 TRADEWINDS DR	2,581.26
188-0-293-015	4134 GALAPAGOS WAY	3,294.34	188-0-364-035	4078 TRADEWINDS DR	2,082.60
188-0-293-025	4124 GALAPAGOS WAY	3,610.94	188-0-364-045	4080 TRADEWINDS DR	2,082.60
188-0-293-035	4114 GALAPAGOS WAY	3,610.94	188-0-364-055	4082 TRADEWINDS DR	2,581.26
188-0-293-045	4104 GALAPAGOS WAY	3,294.34	188-0-364-065	4072 TRADEWINDS DR	2,082.60
188-0-293-055	4084 GALAPAGOS WAY	3,610.94	188-0-364-075	4070 TRADEWINDS DR	2,082.60
188-0-293-065	4074 GALAPAGOS WAY	3,610.94	188-0-364-085	4068 TRADEWINDS DR	2,082.60
188-0-293-075	4064 GALAPAGOS WAY	3,610.94	188-0-364-095	4066 TRADEWINDS DR	2,082.60
Total			536 Parcels		\$1,883,050.80

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
 OXNARD ACTING AS THE LEGISLATIVE BODY OF
 COMMUNITY FACILITIES DISTRICT NO. 4 (SEABRIDGE AT
 MANDALAY BAY) OF THE CITY OF OXNARD AUTHORIZING
 THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY
 FACILITIES DISTRICT NO. 4 (SEABRIDGE AT MANDALAY
 BAY) FOR THE FISCAL YEAR 2020-21

WHEREAS, the City Council of the City of Oxnard (the "City") previously established Community Facilities District No. 4 (Seabridge at Mandalay Bay) of the City of Oxnard ("CFD No. 4") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the "Act"); and

WHEREAS, the City Council of the City, acting as the legislative body of CFD No. 4, is authorized pursuant to Resolution No. 12,739 (the "Resolution of Formation") and Ordinance No. 2677 adopted by the City Council on December 14, 2004, (the "Ordinance"), as amended by Resolution No. 15,104 adopted on April 3, 2018 (the "Resolution Reducing the Maximum Special Tax" to levy a special tax sufficient to pay certain costs of the Services and Incidental Expenses (as defined in the Resolution of Formation); and

WHEREAS, it is now necessary and appropriate that this City Council provide for the levy and collection of the special taxes for the Fiscal Year 2020-21 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the assessments are in conformance with Proposition 218; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Resolution Reducing the Maximum Special Tax;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 4 (SEABRIDGE AT MANDALAY BAY), DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The special tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2020-21 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 4 entitled "City of Oxnard Community Facilities District No. 4 (Seabridge at Mandalay Bay) Fiscal Year 2020-21 Levy" (the "Report") attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the

maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief Financial Officer of the City, or designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxes or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

SECTION 4. All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

SECTION 5. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes except as such procedure may be modified by law and by this City Council.

SECTION 6. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2020-21, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

APPROVED AND ADOPTED this __ day of ____, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn
Mayor of the City Council of the City of Oxnard, acting
on behalf of Community Facilities District No. 4
(Seabridge at Mandalay Bay) of the City of Oxnard

ATTEST:

Michelle Ascencion
City Clerk of the City of Oxnard

(SEAL)

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

STATE OF CALIFORNIA)
)
COUNTY OF VENTURA) ss.

I, MICHELLE ASCENCION, City Clerk of the City Council of the City of Oxnard, do hereby certify that the above and foregoing is a full, true and correct copy of RESOLUTION NO. ____ of said City Council, and that the same has not been amended or repealed.

DATED: _____, 2020

City Clerk of the City Council of the City of Oxnard

(SEAL)

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 4
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2020-21 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
188-0-241-015	1301 SEABRIDGE LN	\$646.56	188-0-293-065	4074 GALAPAGOS WAY	\$646.56
188-0-241-025	1311 SEABRIDGE LN	646.56	188-0-293-075	4064 GALAPAGOS WAY	646.56
188-0-241-035	1321 SEABRIDGE LN	591.08	188-0-293-085	4054 GALAPAGOS WAY	591.08
188-0-241-045	1331 SEABRIDGE LN	646.56	188-0-293-095	4044 GALAPAGOS WAY	646.56
188-0-241-055	1341 SEABRIDGE LN	646.56	188-0-293-105	4030 GALAPAGOS WAY	646.56
188-0-241-065	1351 SEABRIDGE LN	646.56	188-0-293-115	4020 GALAPAGOS WAY	591.08
188-0-241-075	1361 SEABRIDGE LN	646.56	188-0-293-125	4014 GALAPAGOS WAY	646.56
188-0-241-085	1401 SEABRIDGE LN	646.56	188-0-293-135	4004 GALAPAGOS WAY	646.56
188-0-241-095	1411 SEABRIDGE LN	646.56	188-0-293-145	4005 HARBOUR ISLAND LN	591.08
188-0-241-105	1421 SEABRIDGE LN	646.56	188-0-293-155	4015 HARBOUR ISLAND LN	646.56
188-0-241-115	1431 SEABRIDGE LN	646.56	188-0-293-165	4025 HARBOUR ISLAND LN	646.56
188-0-241-125	1441 SEABRIDGE LN	591.08	188-0-293-175	4035 HARBOUR ISLAND LN	646.56
188-0-241-135	1451 SEABRIDGE LN	646.56	188-0-293-185	4045 HARBOUR ISLAND LN	646.56
188-0-241-145	1461 SEABRIDGE LN	591.08	188-0-293-195	4055 HARBOUR ISLAND LN	646.56
188-0-241-155	1462 CASPIAN WAY	646.56	188-0-293-205	4065 HARBOUR ISLAND LN	591.08
188-0-241-165	1452 CASPIAN WAY	646.56	188-0-293-215	4075 HARBOUR ISLAND LN	646.56
188-0-241-175	1442 CASPIAN WAY	646.56	188-0-293-225	4085 HARBOUR ISLAND LN	646.56
188-0-241-185	1432 CASPIAN WAY	591.08	188-0-293-235	4105 HARBOUR ISLAND LN	646.56
188-0-241-195	1422 CASPIAN WAY	646.56	188-0-293-245	4115 HARBOUR ISLAND LN	646.56
188-0-241-205	1412 CASPIAN WAY	591.08	188-0-293-255	4125 HARBOUR ISLAND LN	646.56
188-0-241-215	1402 CASPIAN WAY	646.56	188-0-293-265	4135 HARBOUR ISLAND LN	591.08
188-0-241-225	1362 CASPIAN WAY	646.56	188-0-293-275	4145 HARBOUR ISLAND LN	646.56
188-0-241-235	1352 CASPIAN WAY	646.56	188-0-300-015	4146 HARBOUR ISLAND LN	862.08
188-0-241-245	1342 CASPIAN WAY	591.08	188-0-300-025	4136 HARBOUR ISLAND LN	792.46
188-0-241-255	1332 CASPIAN WAY	646.56	188-0-300-035	4126 HARBOUR ISLAND LN	862.08
188-0-241-265	1322 CASPIAN WAY	591.08	188-0-300-045	4116 HARBOUR ISLAND LN	862.08
188-0-241-275	1312 CASPIAN WAY	591.08	188-0-300-055	4106 HARBOUR ISLAND LN	792.46
188-0-241-285	1302 CASPIAN WAY	646.56	188-0-300-065	4076 HARBOUR ISLAND LN	862.08
188-0-242-015	1303 CASPIAN WAY	591.08	188-0-300-075	4066 HARBOUR ISLAND LN	792.46
188-0-242-025	1313 CASPIAN WAY	646.56	188-0-300-085	4056 HARBOUR ISLAND LN	862.08
188-0-242-035	1323 CASPIAN WAY	591.08	188-0-300-095	4046 HARBOUR ISLAND LN	862.08
188-0-242-045	1333 CASPIAN WAY	646.56	188-0-300-105	4036 HARBOUR ISLAND LN	862.08
188-0-242-055	1343 CASPIAN WAY	646.56	188-0-300-115	4026 HARBOUR ISLAND LN	792.46
188-0-242-065	1353 CASPIAN WAY	646.56	188-0-300-125	4016 HARBOUR ISLAND LN	862.08
188-0-242-075	1363 CASPIAN WAY	591.08	188-0-300-135	4006 HARBOUR ISLAND LN	862.08
188-0-242-085	1403 CASPIAN WAY	646.56	188-0-300-145	3976 HARBOUR ISLAND LN	862.08
188-0-242-095	1413 CASPIAN WAY	646.56	188-0-300-155	3966 HARBOUR ISLAND LN	792.46
188-0-242-105	1423 CASPIAN WAY	646.56	188-0-300-165	3956 HARBOUR ISLAND LN	862.08
188-0-242-115	1433 CASPIAN WAY	646.56	188-0-300-175	3946 HARBOUR ISLAND LN	862.08
188-0-242-125	1443 CASPIAN WAY	591.08	188-0-300-185	1911 NAPOLI DR	862.08
188-0-242-135	1453 CASPIAN WAY	646.56	188-0-300-195	1921 NAPOLI DR	862.08
188-0-242-145	1463 CASPIAN WAY	646.56	188-0-300-205	3907 W HEMLOCK ST	862.08
188-0-242-155	1464 DONEGAL WAY	646.56	188-0-300-215	3917 W HEMLOCK ST	792.46
188-0-242-165	1454 DONEGAL WAY	591.08	188-0-300-225	3927 W HEMLOCK ST	862.08
188-0-242-175	1444 DONEGAL WAY	646.56	188-0-300-235	3937 W HEMLOCK ST	862.08
188-0-242-185	1434 DONEGAL WAY	591.08	188-0-300-245	3947 W HEMLOCK ST	862.08
188-0-242-195	1424 DONEGAL WAY	646.56	188-0-300-255	3957 W HEMLOCK ST	862.08
188-0-242-205	1414 DONEGAL WAY	591.08	188-0-300-265	3967 W HEMLOCK ST	862.08
188-0-242-215	1404 DONEGAL WAY	646.56	188-0-300-275	3977 W HEMLOCK ST	862.08
188-0-242-225	1364 DONEGAL WAY	646.56	188-0-300-285	4007 W HEMLOCK ST	792.46
188-0-242-235	1354 DONEGAL WAY	591.08	188-0-300-295	4017 W HEMLOCK ST	862.08
188-0-242-245	1344 DONEGAL WAY	591.08	188-0-300-305	4027 W HEMLOCK ST	862.08
188-0-242-255	1334 DONEGAL WAY	646.56	188-0-300-315	4037 W HEMLOCK ST	792.46
188-0-242-265	1324 DONEGAL WAY	646.56	188-0-300-325	4047 W HEMLOCK ST	862.08
188-0-242-275	1314 DONEGAL WAY	591.08	188-0-300-335	4057 W HEMLOCK ST	862.08
188-0-242-285	1304 DONEGAL WAY	646.56	188-0-300-345	4067 W HEMLOCK ST	792.46
188-0-243-015	1305 DONEGAL WAY	591.08	188-0-300-355	4077 W HEMLOCK ST	862.08

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 4
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2020-21 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
188-0-243-025	1315 DONEGAL WAY	646.56	188-0-300-365	4107 W HEMLOCK ST	862.08
188-0-243-035	1325 DONEGAL WAY	591.08	188-0-300-375	4117 W HEMLOCK ST	862.08
188-0-243-045	1335 DONEGAL WAY	646.56	188-0-300-385	4127 W HEMLOCK ST	862.08
188-0-243-055	1345 DONEGAL WAY	646.56	188-0-300-395	4137 W HEMLOCK ST	862.08
188-0-243-065	1355 DONEGAL WAY	646.56	188-0-300-405	4147 W HEMLOCK ST	862.08
188-0-243-075	1365 DONEGAL WAY	591.08	188-0-300-415	4157 W HEMLOCK ST	862.08
188-0-243-085	1405 DONEGAL WAY	646.56	188-0-300-425	4167 W HEMLOCK ST	792.46
188-0-243-095	1415 DONEGAL WAY	646.56	188-0-300-435	4177 W HEMLOCK ST	792.46
188-0-243-105	1425 DONEGAL WAY	646.56	188-0-300-445	4181 W HEMLOCK ST	862.08
188-0-243-115	1435 DONEGAL WAY	646.56	188-0-310-045	1651 S VICTORIA AVE	4,544.72
188-0-243-125	1445 DONEGAL WAY	591.08	188-0-310-055	NOT AVAILABLE	25,425.32
188-0-243-135	1455 DONEGAL WAY	646.56	188-0-320-015	1409 WINDSHORE WAY	377.50
188-0-243-145	1465 DONEGAL WAY	591.08	188-0-320-025	1407 WINDSHORE WAY	465.42
188-0-243-155	1475 DONEGAL WAY	646.56	188-0-320-035	1405 WINDSHORE WAY	377.50
188-0-243-165	1486 ESTUARY WAY	591.08	188-0-320-045	1403 WINDSHORE WAY	377.50
188-0-243-175	1476 ESTUARY WAY	646.56	188-0-320-055	1401 WINDSHORE WAY	465.42
188-0-243-185	1466 ESTUARY WAY	591.08	188-0-320-065	1411 WINDSHORE WAY	377.50
188-0-243-195	1456 ESTUARY WAY	646.56	188-0-320-075	1413 WINDSHORE WAY	377.50
188-0-243-205	1446 ESTUARY WAY	591.08	188-0-320-085	1415 WINDSHORE WAY	377.50
188-0-243-215	1436 ESTUARY WAY	646.56	188-0-320-095	1417 WINDSHORE WAY	377.50
188-0-243-225	1426 ESTUARY WAY	591.08	188-0-320-105	1427 WINDSHORE WAY	465.42
188-0-243-235	1416 ESTUARY WAY	646.56	188-0-320-115	1425 WINDSHORE WAY	377.50
188-0-243-245	1406 ESTUARY WAY	646.56	188-0-320-125	1423 WINDSHORE WAY	377.50
188-0-243-255	1366 ESTUARY WAY	646.56	188-0-320-135	1421 WINDSHORE WAY	465.42
188-0-243-265	1356 ESTUARY WAY	591.08	188-0-320-145	1419 WINDSHORE WAY	377.50
188-0-243-275	1346 ESTUARY WAY	646.56	188-0-320-155	1439 WINDSHORE WAY	377.50
188-0-243-285	1336 ESTUARY WAY	646.56	188-0-320-165	1437 WINDSHORE WAY	465.42
188-0-243-295	1326 ESTUARY WAY	591.08	188-0-320-175	1435 WINDSHORE WAY	377.50
188-0-243-305	1316 ESTUARY WAY	646.56	188-0-320-185	1433 WINDSHORE WAY	377.50
188-0-244-015	1477 ESTUARY WAY	744.46	188-0-320-195	1431 WINDSHORE WAY	465.42
188-0-244-025	1467 ESTUARY WAY	792.46	188-0-320-205	1441 WINDSHORE WAY	377.50
188-0-244-035	1457 ESTUARY WAY	792.46	188-0-320-215	1443 WINDSHORE WAY	377.50
188-0-244-045	1447 ESTUARY WAY	792.46	188-0-320-225	1445 WINDSHORE WAY	377.50
188-0-244-055	1437 ESTUARY WAY	744.46	188-0-320-235	1447 WINDSHORE WAY	377.50
188-0-244-065	1427 ESTUARY WAY	744.46	188-0-320-245	1457 WINDSHORE WAY	465.42
188-0-244-075	1417 ESTUARY WAY	792.46	188-0-320-255	1455 WINDSHORE WAY	377.50
188-0-244-085	1407 ESTUARY WAY	792.46	188-0-320-265	1453 WINDSHORE WAY	377.50
188-0-244-095	1367 ESTUARY WAY	744.46	188-0-320-275	1451 WINDSHORE WAY	465.42
188-0-244-105	1357 ESTUARY WAY	792.46	188-0-320-285	1449 WINDSHORE WAY	377.50
188-0-244-115	1347 ESTUARY WAY	744.46	188-0-320-295	1469 WINDSHORE WAY	377.50
188-0-244-125	1337 ESTUARY WAY	792.46	188-0-320-305	1467 WINDSHORE WAY	465.42
188-0-244-135	1327 ESTUARY WAY	792.46	188-0-320-315	1465 WINDSHORE WAY	377.50
188-0-244-145	1317 ESTUARY WAY	744.46	188-0-320-325	1463 WINDSHORE WAY	377.50
188-0-244-155	1301 ESTUARY WAY	792.46	188-0-320-335	1461 WINDSHORE WAY	465.42
188-0-244-165	4181 ADRIATIC ST	792.46	188-0-320-345	1471 WINDSHORE WAY	377.50
188-0-244-175	4171 ADRIATIC ST	792.46	188-0-320-355	1473 WINDSHORE WAY	377.50
188-0-244-185	4161 ADRIATIC ST	744.46	188-0-320-365	1475 WINDSHORE WAY	377.50
188-0-244-195	4151 ADRIATIC ST	792.46	188-0-320-375	1477 WINDSHORE WAY	377.50
188-0-244-205	4141 ADRIATIC ST	792.46	188-0-320-385	1487 WINDSHORE WAY	465.42
188-0-244-215	4131 ADRIATIC ST	792.46	188-0-320-395	1485 WINDSHORE WAY	377.50
188-0-245-015	4111 ADRIATIC ST	744.46	188-0-320-405	1483 WINDSHORE WAY	377.50
188-0-245-025	4101 ADRIATIC ST	792.46	188-0-320-415	1481 WINDSHORE WAY	465.42
188-0-245-035	4061 ADRIATIC ST	792.46	188-0-320-425	1479 WINDSHORE WAY	377.50
188-0-245-045	4051 ADRIATIC ST	744.46	188-0-330-015	1509 WINDSHORE WAY	377.50
188-0-245-055	4041 ADRIATIC ST	792.46	188-0-330-025	1507 WINDSHORE WAY	465.42
188-0-245-065	4031 ADRIATIC ST	744.46	188-0-330-035	1505 WINDSHORE WAY	377.50
188-0-245-075	4021 ADRIATIC ST	792.46	188-0-330-045	1503 WINDSHORE WAY	377.50

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 4
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2020-21 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
188-0-245-085	4011 ADRIATIC ST	744.46	188-0-330-055	1501 WINDSHORE WAY	465.42
188-0-245-095	4001 ADRIATIC ST	792.46	188-0-330-065	1511 WINDSHORE WAY	377.50
188-0-250-075	1101 S VICTORIA AVE	3,141.16	188-0-330-075	1513 WINDSHORE WAY	377.50
188-0-250-205	1299 S VICTORIA AVE	134.48	188-0-330-085	1515 WINDSHORE WAY	377.50
188-0-250-225	1201 S VICTORIA AVE	2,347.66	188-0-330-095	1517 WINDSHORE WAY	377.50
188-0-250-285	1291 S VICTORIA AVE	7,288.98	188-0-330-105	1527 WINDSHORE WAY	465.42
188-0-260-035	4154 CARIBBEAN ST	862.08	188-0-330-115	1525 WINDSHORE WAY	377.50
188-0-260-045	4164 CARIBBEAN ST	792.46	188-0-330-125	1523 WINDSHORE WAY	377.50
188-0-260-055	4174 CARIBBEAN ST	862.08	188-0-330-135	1521 WINDSHORE WAY	465.42
188-0-260-065	4184 CARIBBEAN ST	792.46	188-0-330-145	1519 WINDSHORE WAY	377.50
188-0-260-075	4194 CARIBBEAN ST	862.08	188-0-330-155	1539 WINDSHORE WAY	377.50
188-0-260-085	4204 CARIBBEAN ST	862.08	188-0-330-165	1537 WINDSHORE WAY	465.42
188-0-260-095	4214 CARIBBEAN ST	792.46	188-0-330-175	1535 WINDSHORE WAY	377.50
188-0-260-105	1537 ESTUARY WAY	792.46	188-0-330-185	1533 WINDSHORE WAY	377.50
188-0-260-115	1527 ESTUARY WAY	862.08	188-0-330-195	1531 WINDSHORE WAY	465.42
188-0-260-125	1517 ESTUARY WAY	862.08	188-0-330-205	1541 WINDSHORE WAY	377.50
188-0-260-135	1507 ESTUARY WAY	862.08	188-0-330-215	1543 WINDSHORE WAY	377.50
188-0-260-145	1501 ESTUARY WAY	792.46	188-0-330-225	1545 WINDSHORE WAY	377.50
188-0-271-015	4174 BALTIC ST	739.48	188-0-330-235	1547 WINDSHORE WAY	377.50
188-0-271-025	4164 BALTIC ST	646.56	188-0-330-245	1557 WINDSHORE WAY	465.42
188-0-271-035	4154 BALTIC ST	739.48	188-0-330-255	1555 WINDSHORE WAY	377.50
188-0-271-045	4144 BALTIC ST	739.48	188-0-330-265	1553 WINDSHORE WAY	377.50
188-0-271-055	4134 BALTIC ST	739.48	188-0-330-275	1551 WINDSHORE WAY	465.42
188-0-271-065	4124 BALTIC ST	646.56	188-0-330-285	1549 WINDSHORE WAY	377.50
188-0-271-075	4114 BALTIC ST	739.48	188-0-330-295	1569 WINDSHORE WAY	377.50
188-0-271-085	4104 BALTIC ST	739.48	188-0-330-305	1567 WINDSHORE WAY	465.42
188-0-271-095	4072 BALTIC ST	646.56	188-0-330-315	1565 WINDSHORE WAY	377.50
188-0-271-105	4062 BALTIC ST	739.48	188-0-330-325	1563 WINDSHORE WAY	377.50
188-0-271-115	4052 BALTIC ST	739.48	188-0-330-335	1561 WINDSHORE WAY	465.42
188-0-271-125	4042 BALTIC ST	739.48	188-0-330-345	1571 WINDSHORE WAY	377.50
188-0-271-135	4032 BALTIC ST	646.56	188-0-330-355	1573 WINDSHORE WAY	377.50
188-0-271-145	1501 SEABRIDGE LN	646.56	188-0-330-365	1575 WINDSHORE WAY	377.50
188-0-271-155	1507 SEABRIDGE LN	739.48	188-0-330-375	1577 WINDSHORE WAY	377.50
188-0-271-165	1517 SEABRIDGE LN	646.56	188-0-330-385	1587 WINDSHORE WAY	465.42
188-0-271-175	1527 SEABRIDGE LN	646.56	188-0-330-395	1585 WINDSHORE WAY	377.50
188-0-271-185	4033 CARIBBEAN ST	739.48	188-0-330-405	1583 WINDSHORE WAY	377.50
188-0-271-195	4043 CARIBBEAN ST	646.56	188-0-330-415	1581 WINDSHORE WAY	465.42
188-0-271-205	4053 CARIBBEAN ST	739.48	188-0-330-425	1579 WINDSHORE WAY	377.50
188-0-271-215	4103 CARIBBEAN ST	739.48	188-0-340-015	1500 SEABRIDGE LN	465.42
188-0-271-225	4113 CARIBBEAN ST	646.56	188-0-340-025	1502 SEABRIDGE LN	377.50
188-0-271-235	4123 CARIBBEAN ST	739.48	188-0-340-035	1504 SEABRIDGE LN	377.50
188-0-271-245	4133 CARIBBEAN ST	739.48	188-0-340-045	1506 SEABRIDGE LN	465.42
188-0-271-255	4143 CARIBBEAN ST	646.56	188-0-340-055	1508 SEABRIDGE LN	377.50
188-0-271-265	4153 CARIBBEAN ST	739.48	188-0-340-065	1518 SEABRIDGE LN	377.50
188-0-271-275	4163 CARIBBEAN ST	646.56	188-0-340-075	1520 SEABRIDGE LN	465.42
188-0-271-285	4173 CARIBBEAN ST	739.48	188-0-340-085	1522 SEABRIDGE LN	377.50
188-0-271-295	4183 CARIBBEAN ST	739.48	188-0-340-095	1524 SEABRIDGE LN	377.50
188-0-272-015	4144 CARIBBEAN ST	862.08	188-0-340-105	1526 SEABRIDGE LN	465.42
188-0-272-025	4134 CARIBBEAN WAY	862.08	188-0-340-115	1516 SEABRIDGE LN	377.50
188-0-272-035	4124 CARIBBEAN ST	792.46	188-0-340-125	1514 SEABRIDGE LN	377.50
188-0-272-045	4114 CARIBBEAN ST	862.08	188-0-340-135	1512 SEABRIDGE LN	377.50
188-0-272-055	4104 CARIBBEAN ST	792.46	188-0-340-145	1510 SEABRIDGE LN	377.50
188-0-272-065	4054 CARIBBEAN ST	862.08	188-0-340-155	1530 SEABRIDGE LN	465.42
188-0-272-075	4044 CARIBBEAN ST	792.46	188-0-340-165	1532 SEABRIDGE LN	377.50
188-0-272-085	4034 CARIBBEAN ST	862.08	188-0-340-175	1534 SEABRIDGE LN	377.50
188-0-272-095	4024 CARIBBEAN ST	862.08	188-0-340-185	1536 SEABRIDGE LN	465.42
188-0-272-105	4014 CARIBBEAN ST	862.08	188-0-340-195	1538 SEABRIDGE LN	377.50

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 4
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2020-21 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
188-0-272-115	4004 CARIBBEAN ST	792.46	188-0-340-205	1548 SEABRIDGE LN	377.50
188-0-272-205	1601 S VICTORIA AVE	5,114.50	188-0-340-215	1550 SEABRIDGE LN	465.42
188-0-280-015	1414 WINDSHORE WAY	323.68	188-0-340-225	1552 SEABRIDGE LN	377.50
188-0-280-025	1416 WINDSHORE WAY	323.68	188-0-340-235	1554 SEABRIDGE LN	377.50
188-0-280-035	1418 WINDSHORE WAY	377.50	188-0-340-245	1556 SEABRIDGE LN	465.42
188-0-280-045	1400 WINDSHORE WAY	323.68	188-0-340-255	1546 SEABRIDGE LN	377.50
188-0-280-055	3818 ALEE LN	323.68	188-0-340-265	1544 SEABRIDGE LN	377.50
188-0-280-065	3816 ALEE LN	377.50	188-0-340-275	1542 SEABRIDGE LN	377.50
188-0-280-075	3814 ALEE LN	377.50	188-0-340-285	1540 SEABRIDGE LN	377.50
188-0-280-085	3812 ALEE LN	377.50	188-0-340-295	1560 SEABRIDGE LN	465.42
188-0-280-095	3810 ALEE LN	377.50	188-0-340-305	1562 SEABRIDGE LN	377.50
188-0-280-105	3800 ALEE LN	323.68	188-0-340-315	1564 SEABRIDGE LN	377.50
188-0-280-115	1402 WINDSHORE WAY	323.68	188-0-340-325	1566 SEABRIDGE LN	465.42
188-0-280-125	1406 WINDSHORE WAY	377.50	188-0-340-335	1568 SEABRIDGE LN	377.50
188-0-280-135	1408 WINDSHORE WAY	323.68	188-0-340-345	1578 SEABRIDGE LN	377.50
188-0-280-145	1410 WINDSHORE WAY	323.68	188-0-340-355	1580 SEABRIDGE LN	465.42
188-0-280-155	1428 WINDSHORE WAY	323.68	188-0-340-365	1582 SEABRIDGE LN	377.50
188-0-280-165	1430 WINDSHORE WAY	323.68	188-0-340-375	1584 SEABRIDGE LN	377.50
188-0-280-175	1432 WINDSHORE WAY	377.50	188-0-340-385	1586 SEABRIDGE LN	465.42
188-0-280-185	1434 WINDSHORE WAY	323.68	188-0-340-395	1576 SEABRIDGE LN	377.50
188-0-280-195	1436 WINDSHORE WAY	323.68	188-0-340-405	1574 SEABRIDGE LN	377.50
188-0-280-205	1438 WINDSHORE WAY	377.50	188-0-340-415	1572 SEABRIDGE LN	377.50
188-0-280-215	1440 WINDSHORE WAY	377.50	188-0-340-425	1570 SEABRIDGE LN	377.50
188-0-280-225	1442 WINDSHORE WAY	377.50	188-0-350-065	1901 VICTORIA AVE	274.60
188-0-280-235	1444 WINDSHORE WAY	377.50	188-0-350-075	1901 VICTORIA AVE	323.68
188-0-280-245	1446 WINDSHORE WAY	323.68	188-0-350-085	1901 VICTORIA AVE	323.68
188-0-280-255	1448 WINDSHORE WAY	323.68	188-0-350-095	1901 VICTORIA AVE	323.68
188-0-280-265	1420 WINDSHORE WAY	377.50	188-0-350-105	1901 VICTORIA AVE	323.68
188-0-280-275	1422 WINDSHORE WAY	323.68	188-0-350-115	1901 VICTORIA AVE	274.60
188-0-280-285	1424 WINDSHORE WAY	323.68	188-0-350-125	1901 VICTORIA AVE	274.60
188-0-280-295	1524 WINDSHORE WAY	323.68	188-0-350-135	1901 VICTORIA AVE	323.68
188-0-280-305	1526 WINDSHORE WAY	323.68	188-0-350-145	1901 VICTORIA AVE	323.68
188-0-280-315	1528 WINDSHORE WAY	377.50	188-0-350-155	1901 VICTORIA AVE	323.68
188-0-280-325	1500 WINDSHORE WAY	323.68	188-0-350-165	1901 VICTORIA AVE	323.68
188-0-280-335	1502 WINDSHORE WAY	323.68	188-0-350-175	1901 VICTORIA AVE	274.60
188-0-280-345	1504 WINDSHORE WAY	377.50	188-0-350-235	1901 VICTORIA AVE	377.50
188-0-280-355	1506 WINDSHORE WAY	377.50	188-0-350-245	1901 VICTORIA AVE	323.68
188-0-280-365	1508 WINDSHORE WAY	377.50	188-0-350-255	1901 VICTORIA AVE	377.50
188-0-280-375	1510 WINDSHORE WAY	377.50	188-0-350-265	1901 VICTORIA AVE	377.50
188-0-280-385	1512 WINDSHORE WAY	323.68	188-0-350-275	1901 VICTORIA AVE	377.50
188-0-280-395	1514 WINDSHORE WAY	323.68	188-0-350-285	1901 VICTORIA AVE	377.50
188-0-280-405	1516 WINDSHORE WAY	377.50	188-0-350-295	1901 VICTORIA AVE	323.68
188-0-280-415	1518 WINDSHORE WAY	323.68	188-0-350-305	1901 VICTORIA AVE	323.68
188-0-280-425	1520 WINDSHORE WAY	323.68	188-0-350-315	1901 VICTORIA AVE	377.50
188-0-280-435	1538 WINDSHORE WAY	323.68	188-0-350-325	1901 VICTORIA AVE	377.50
188-0-280-445	1540 WINDSHORE WAY	323.68	188-0-350-335	1901 VICTORIA AVE	377.50
188-0-280-455	1542 WINDSHORE WAY	377.50	188-0-350-345	1901 VICTORIA AVE	377.50
188-0-280-465	1544 WINDSHORE WAY	323.68	188-0-350-355	1901 VICTORIA AVE	323.68
188-0-280-475	1546 WINDSHORE WAY	323.68	188-0-350-365	1901 VICTORIA AVE	377.50
188-0-280-485	1548 WINDSHORE WAY	377.50	188-0-350-375	1901 VICTORIA AVE	274.60
188-0-280-495	1550 WINDSHORE WAY	377.50	188-0-350-385	1901 VICTORIA AVE	274.60
188-0-280-505	1552 WINDSHORE WAY	377.50	188-0-350-395	1901 VICTORIA AVE	274.60
188-0-280-515	1554 WINDSHORE WAY	377.50	188-0-350-405	1901 VICTORIA AVE	274.60
188-0-280-525	1556 WINDSHORE WAY	323.68	188-0-350-415	1901 VICTORIA AVE	323.68
188-0-280-535	1558 WINDSHORE WAY	323.68	188-0-350-425	1901 VICTORIA AVE	377.50
188-0-280-545	1530 WINDSHORE WAY	377.50	188-0-350-435	1901 VICTORIA AVE	377.50
188-0-280-555	1532 WINDSHORE WAY	323.68	188-0-350-445	1901 VICTORIA AVE	377.50

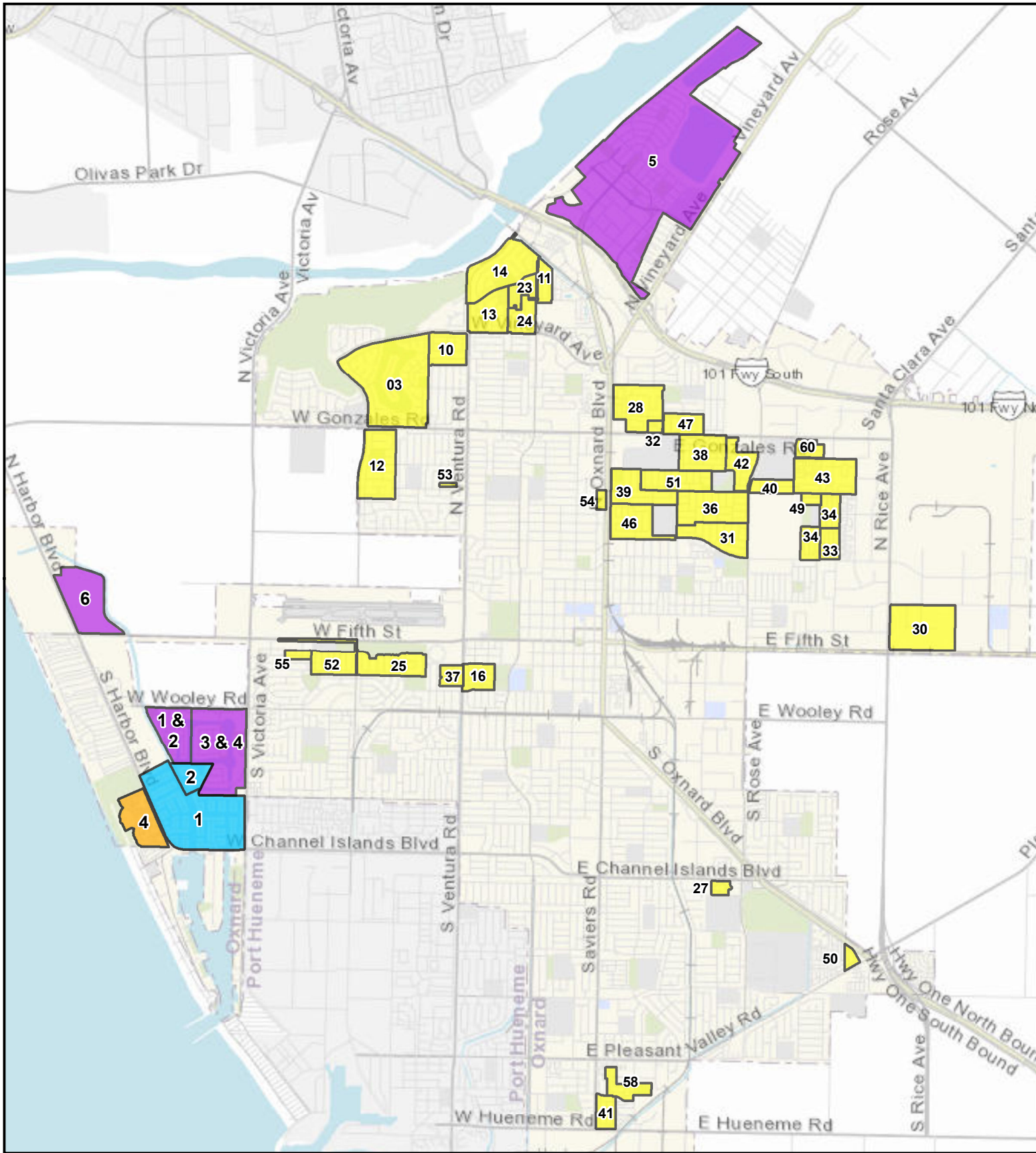
EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 4
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2020-21 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
188-0-280-565	1534 WINDSHORE WAY	323.68	188-0-350-455	1901 VICTORIA AVE	377.50
188-0-291-025	4071 FARRALON WAY	862.08	188-0-361-015	4012 TRADEWINDS DR	377.50
188-0-291-035	4061 FARRALON WAY	862.08	188-0-361-025	4014 TRADEWINDS DR	465.42
188-0-291-045	4051 FARRALON WAY	862.08	188-0-361-035	4016 TRADEWINDS DR	377.50
188-0-291-055	4041 FARRALON WAY	862.08	188-0-361-045	4018 TRADEWINDS DR	377.50
188-0-291-065	4031 FARRALON WAY	862.08	188-0-361-055	4020 TRADEWINDS DR	465.42
188-0-291-075	4021 FARRALON WAY	792.46	188-0-361-065	4010 TRADEWINDS DR	377.50
188-0-291-085	4011 FARRALON WAY	862.08	188-0-361-075	4008 TRADEWINDS DR	377.50
188-0-291-095	4001 FARRALON WAY	862.08	188-0-361-085	4006 TRADEWINDS DR	377.50
188-0-291-105	1702 ALEUTIAN WAY	862.08	188-0-361-095	4004 TRADEWINDS DR	377.50
188-0-291-115	1712 ALEUTIAN WAY	862.08	188-0-361-105	4002 TRADEWINDS DR	377.50
188-0-291-125	1724 ALEUTIAN WAY	862.08	188-0-361-115	4000 TRADEWINDS DR	377.50
188-0-291-135	1734 ALEUTIAN WAY	862.08	188-0-362-015	4034 TRADEWINDS DR	377.50
188-0-291-145	1744 ALEUTIAN WAY	792.46	188-0-362-025	4036 TRADEWINDS DR	465.42
188-0-291-155	1800 ALEUTIAN WAY	862.08	188-0-362-035	4038 TRADEWINDS DR	377.50
188-0-291-165	1804 ALEUTIAN WAY	862.08	188-0-362-045	4040 TRADEWINDS DR	377.50
188-0-291-175	1814 ALEUTIAN WAY	862.08	188-0-362-055	4042 TRADEWINDS DR	465.42
188-0-291-185	1824 ALEUTIAN WAY	792.46	188-0-362-065	4032 TRADEWINDS DR	377.50
188-0-292-015	4082 FARRALON WAY	646.56	188-0-362-075	4030 TRADEWINDS DR	377.50
188-0-292-025	4072 FARRALON WAY	591.08	188-0-362-085	4028 TRADEWINDS DR	377.50
188-0-292-035	4062 FARRALON WAY	646.56	188-0-362-095	4026 TRADEWINDS DR	377.50
188-0-292-045	4052 FARRALON WAY	646.56	188-0-362-105	4024 TRADEWINDS DR	377.50
188-0-292-055	4042 FARRALON WAY	646.56	188-0-362-115	4022 TRADEWINDS DR	377.50
188-0-292-065	4032 FARRALON WAY	591.08	188-0-363-015	4056 TRADEWINDS DR	377.50
188-0-292-075	4022 FARRALON WAY	646.56	188-0-363-025	4058 TRADEWINDS DR	465.42
188-0-292-085	4012 FARRALON WAY	646.56	188-0-363-035	4060 TRADEWINDS DR	377.50
188-0-292-095	4002 FARRALON WAY	591.08	188-0-363-045	4062 TRADEWINDS DR	377.50
188-0-292-105	4003 GALAPAGOS WAY	646.56	188-0-363-055	4064 TRADEWINDS DR	465.42
188-0-292-115	4013 GALAPAGOS WAY	591.08	188-0-363-065	4054 TRADEWINDS DR	377.50
188-0-292-125	4023 GALAPAGOS WAY	646.56	188-0-363-075	4052 TRADEWINDS DR	377.50
188-0-292-135	4033 GALAPAGOS WAY	646.56	188-0-363-085	4050 TRADEWINDS DR	377.50
188-0-292-145	4043 GALAPAGOS WAY	646.56	188-0-363-095	4048 TRADEWINDS DR	377.50
188-0-292-155	4053 GALAPAGOS WAY	646.56	188-0-363-105	4046 TRADEWINDS DR	377.50
188-0-292-165	4063 GALAPAGOS WAY	591.08	188-0-363-115	4044 TRADEWINDS DR	377.50
188-0-292-175	4073 GALAPAGOS WAY	646.56	188-0-364-015	4074 TRADEWINDS DR	377.50
188-0-292-185	4103 GALAPAGOS WAY	646.56	188-0-364-025	4076 TRADEWINDS DR	465.42
188-0-292-195	4113 GALAPAGOS WAY	646.56	188-0-364-035	4078 TRADEWINDS DR	377.50
188-0-292-205	4123 GALAPAGOS WAY	646.56	188-0-364-045	4080 TRADEWINDS DR	377.50
188-0-293-015	4134 GALAPAGOS WAY	591.08	188-0-364-055	4082 TRADEWINDS DR	465.42
188-0-293-025	4124 GALAPAGOS WAY	646.56	188-0-364-065	4072 TRADEWINDS DR	377.50
188-0-293-035	4114 GALAPAGOS WAY	646.56	188-0-364-075	4070 TRADEWINDS DR	377.50
188-0-293-045	4104 GALAPAGOS WAY	591.08	188-0-364-085	4068 TRADEWINDS DR	377.50
188-0-293-055	4084 GALAPAGOS WAY	646.56	188-0-364-095	4066 TRADEWINDS DR	377.50
Total			542 Parcels		\$344,592.56

CITY OF OXNARD ASSESSMENT DISTRICTS

ITEM #J-14 (NEW)



- Maintenance Assessment District (District No.)
- Community Facilities District (District No.)
- Waterway Assessment District (Zone No.)
- Landscape Maintenance District (District No.)



CITY OF OXNARD - SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICTS * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS

1 & 2 – Westport at Mandalay Bay	5 – Riverpark
3 & 4 – Seabridge at Mandalay Bay	6 – Northshore at Mandalay Bay

LANDSCAPE MAINTENANCE DISTRICTS

3 – Riverridge	31 - Rancho De La Rosa	43 – Greenbelt
10 – Country Club	32 – Oak Park	46 – Daily Ranch
12 – Standard Pacific	33 – El Paseo	47 – Sycamore Place
13 – Le Village	34 – Sunrise Pt/ Sunset Cove	49 – Cameron Ranch
14 – California Cove	36 – Villa Santa Cruz	50 – PV Senior Housing
16 – California Lighthouse	37 – Pacific Breeze	51 – Pfeiler
23 – Greystone	38 – Aldea Del Mar	52 – Wingfield
24 – Vineyards	39 – El Sueno Promesa	53 – Huff Court
25 – The Pointe	39 – DR Horton	54 – Meadowcrest
27 – Rose Island	40 – Cantada	55 – Wingfield West
28 – Harborside	41 – Pacific Cove	58 – Westwind
30 - Haas Automation	42 – Cantabria/Coronado	60 - Artisan

MAINTENANCE ASSESSMENT DISTRICT

4 – Mandalay Beach/Colony

WATERWAYS ASSESSMENT DISTRICTS

Zone 1 – Mandalay Bay	Zone 2 – Harbour Island
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CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA AGENDA ITEM NO. J-15

DATE: June 2, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Special Tax Levy for Community Facilities District No. 5 (Riverpark).

RECOMMENDATION

That the City Council adopt a resolution setting a special tax rate within Community Facilities District (CFD) No. 5 for FY 2020-21. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

On September 13, 2005, City Council adopted Resolution No. 12,936 (the "Resolution of Formation") establishing CFD No. 5. On September 20, 2005, City Council adopted Ordinance No. 2701 to levy a special tax sufficient to pay costs of the Services, Improvements, and Incidental Expenses set forth in Exhibit A attached to the Resolution of Formation and defined therein. Thereafter, in each fiscal year, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year.

CFD No. 5 is authorized to pay for any and all types of services authorized pursuant to Government Code Section 53313, which includes the following:

- Maintenance of parks, parkways, and open space
- Recreation program services, library services, maintenance services for elementary and secondary school sites and structures, and the operation and maintenance of museums and cultural facilities
- Flood and storm protection services
- Ongoing administrative fees
- Police protection services
- Fire protection and suppression services
- Ambulance and paramedic services
- Local park, recreation, parkway, and open-space facilities

The Resolution of Formation authorizes annual adjustments to the maximum special tax rates based upon the Consumer Price Index (CPI) with a floor of 2% and a cap of 5% annually. The current maximum allowable tax including all cumulative CPI adjustments under the Resolution of Formation is \$6,520,872. The taxes can be increased up to the maximum special tax rate at any time.

On May 27, 2020, City staff was notified by Special Districts consultant NBS that one high-density hotel within CFD-5, not previously accounted for on the assessment rolls as presented to the Public Works and Transportation Committee on May 26, 2020, had a building permit issued in 2019. The addition of this parcel alters the spread of the assessments across all parcels within CFD-5, lowering the amount of special taxes to be levied for FY 2020-21 from \$4,364,471 to \$4,364,442.

Updated numbers are identified below in red.

The following represents a breakdown of the tax levy for the upcoming and most recent fiscal years:

Description	Projected Levy FY 20-21*	Actual Levy FY 19-20*
Maintenance Staff Costs	\$229,744	\$210,045
Maintenance Contracts	\$1,030,780	\$1,030,780
Contingency	\$785,000	\$785,000
Utilities	\$721,243	\$592,000
Police Protection Services	\$250,000	\$381,480
Fire Protection Services	\$1,607,520	\$1,607,520
Shop & Field/Custodial/Office	\$200,322	\$116,250
Vehicles & Equipment	\$20,000	\$0
Equipment Maintenance	\$28,070	\$18,000
Administrative Staff	\$166,276	\$307,495
Data Processing/Phone Charges	\$72,076	\$84,365
Indirect Costs	\$362,515	\$340,930
County Collection Fees	\$11,328	\$12,222
Administrative Costs	\$4,106	\$4,056
Other Costs	\$7,063	\$4,638
Del. Management Charges	\$16	\$116
Special Levy Credit	(\$1,131,617)	(\$1,042,133)
Rounding Adjustments	\$0	(\$13)
Total Levy Amount	\$4,364,442	\$4,452,751

*Numbers may not add up due to rounding

The total amount of special taxes for CFD No. 5 for FY 2020-21 is \$4,364,442.

The following chart details the tax rate by property type and the proposed rate for FY 2020-21:

Development Status	Land Use Class	Land Use	Description	Residential Floor Area	Per	2020-21 Actual Rate	2020-21 Maximum Rate
Developed	1	Residential	SFR Detached	<1,400	Unit	\$1,396.12	\$1,867.96
Developed	2	Residential	SFR Detached	1,400-1,699	Unit	\$1,716.10	\$2,296.07
Developed	3	Residential	SFR Detached	1,700 - 1,999	Unit	\$1,877.98	\$2,512.66
Developed	4	Residential	SFR Detached	2,000 - 2,199	Unit	\$2,204.26	\$2,949.21
Developed	5	Residential	SFR Detached	>=2,200	Unit	\$2,366.14	\$3,165.79
Developed	6	Residential	SFR Detached	<1,750	Unit	\$2,046.50	\$2,738.12
Developed	7	Residential	SFR Detached	1,750 - 2,099	Unit	\$2,319.14	\$3,102.90
Developed	8	Residential	SFR Detached	2,100 - 2,299	Unit	\$2,522.88	\$3,375.48

Developed	9	Residential	SFR Detached	2,300 - 2,799	Unit	\$2,910.62	\$3,894.26
Developed	10	Residential	SFR Detached	>=2,800	Unit	\$0	\$4,445.03
Developed	11	Residential	Affordable Units	N/A	Unit	\$508.28	\$680.07
Developed	12	Residential	High Density	N/A	Unit	\$505.91	\$676.87
Undeveloped		Undeveloped	Undeveloped	N/A	Acre	\$0	\$29,184.96

With the exception of the Undeveloped Property land use classification, there is an increase in the tax rate of 2.422% for Fiscal Year 2020-21, which is consistent with prior years' increases pursuant to the requirements contained in the rate and method of apportionment ("RMA") for CFD No. 5, however, the actual levy rate is lower than last year due to the reduced budget and increased levy credit. Pursuant to the special tax formula in the RMA, developed property is first levied up to 100% of their maximum special tax to meet the annual special tax requirement. If additional funds are needed, then undeveloped property is levied up to 100% of their maximum special tax to meet the remainder of the annual special tax requirement. The tax on undeveloped property in FY 2020-21 is set at \$0 pursuant to the RMA.

CFD No. 5 has an estimated fund balance of \$4,237,132. This fund balance is being retained to finance future capital projects including but not limited to: (i) the construction of a new control room for the Central Park Fountain and (ii) additional replacement of storm drain filtration devices.

Levy credits in the amount of \$1,131,617 will be given in FY 2020-21.

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 will be no cost to the City's General Fund from approval of the resolution levying the special taxes for CFD No. 5 for FY 2020-21. All maintenance, service, and administrative costs are included in the amount to be collected by the special taxes, which are levied on properties located in CFD No. 5.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on May 26, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Adam Smith, Project Manager

ATTACHMENTS

1. Resolution Authorizing Levy of Special Tax CFD 5 FY 20-21
2. Exhibit A: CFD-5 Levies by Location
3. Districts Map and Legend

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
 OXNARD ACTING AS THE LEGISLATIVE BODY OF
 COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK) OF
 THE CITY OF OXNARD AUTHORIZING THE LEVY OF
 SPECIAL TAXES WITHIN COMMUNITY FACILITIES
 DISTRICT NO. 5 (RIVERPARK) FOR THE FISCAL YEAR 2020-
 21

WHEREAS, the City Council of the City of Oxnard (the "City") previously established Community Facilities District No. 5 (RiverPark) of the City of Oxnard ("CFD No. 5") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the "Act"); and

WHEREAS, this City Council of the City (this "City Council"), acting as the legislative body of CFD No. 5, is authorized pursuant to Resolution No. 12,936, adopted by this City Council on September 13, 2005 (the "Resolution of Formation"), and Ordinance No. 2701, adopted by this City Council on September 20, 2005 (the "Ordinance"), to levy a special tax sufficient to pay costs of the Services, Improvements, and Incidental Expenses set forth in Exhibit A attached to the Resolution of Formation in accordance with the provisions of the Rate and Method of Apportionment for City of Oxnard Community Facilities District No. 5 (RiverPark) (the "Rate and Method"), a copy of which is attached to the Resolution of Formation as Exhibit B; and

WHEREAS, it is now necessary and appropriate that this City Council, acting as the legislative body of CFD No. 5, levy and collect the special taxes for Fiscal Year 2020-21 for the purposes specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the assessments are in conformance with Proposition 218; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK), DOES HEREBY FIND, RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals, and each of them, are true and correct.

SECTION 2. The special tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

SECTION 3. In accordance with the Act, the Ordinance, and the Rate and Method, there is hereby levied upon the parcels within CFD No. 5 that are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2020-21 at the special tax rates set forth in the exhibit entitled "City of Oxnard Community Facilities District No. 5 (RiverPark) Fiscal Year

2020-21 Levy”, attached hereto as Exhibit A and made a part hereof by this reference, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance and the Rate and Method. After adoption of this Resolution, the Chief Financial Officer of the City, or his or her designee, may make any necessary modifications to these special taxes to correct any errors, omissions, or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

SECTION 4. All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

SECTION 5. The special tax shall be collected in the same manner as ordinary *ad valorem* taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for *ad valorem* taxes except as such procedure may be modified by law and by this City Council.

SECTION 6. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and Exhibit A to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2020-21, and to perform all other acts that are required by the Act, the Ordinance, the Rate and Method, or by law in order to accomplish the purpose of this Resolution.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

SECTION 7. This Resolution shall take effect from and after its date of adoption.

APPROVED AND ADOPTED this __ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor of the City Council of the City of
Oxnard, acting on behalf of Community Facilities
District No. 5 (RiverPark) of the City of Oxnard

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

STATE OF CALIFORNIA)
)
COUNTY OF VENTURA) ss.

I, MICHELLE ASCENCION, City Clerk of the City of Oxnard, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. _____ of the City Council of the City of Oxnard, that the same was duly and validly adopted on _____, 2020, and that the same has not been amended or repealed.

DATED: _____, 2020

Michelle Ascencion,
City Clerk of the City of Oxnard

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2020-21 LEVY

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-033-095	110 RIVERPARK BLVD	\$521.92	133-0-110-195	749 NILE RIVER DR	\$2,319.14
132-0-033-105	210 RIVERPARK BLVD	2,615.46	133-0-110-205	751 NILE RIVER DR	2,319.14
132-0-110-335	700 FOREST PARK BLVD	202,362.08	133-0-110-215	753 NILE RIVER DR	2,319.14
132-0-110-535	750 CLYDE RIVER PL	68,803.10	133-0-110-225	755 NILE RIVER DR	2,319.14
132-0-131-025	3085 NIMES LN	2,319.14	133-0-110-235	757 NILE RIVER DR	2,046.50
132-0-131-035	3075 NIMES LN	2,319.14	133-0-110-245	759 NILE RIVER DR	2,046.50
132-0-131-045	3065 NIMES LN	2,046.50	133-0-110-255	761 NILE RIVER DR	2,319.14
132-0-131-055	3055 NIMES LN	2,046.50	133-0-110-265	763 NILE RIVER DR	2,319.14
132-0-131-065	3045 NIMES LN	2,319.14	133-0-110-275	762 OWENS RIVER DR	2,319.14
132-0-131-075	3035 NIMES LN	2,319.14	133-0-110-285	760 OWENS RIVER DR	2,319.14
132-0-131-085	423 GARONNE ST	2,319.14	133-0-110-295	758 OWENS RIVER DR	2,046.50
132-0-131-095	425 GARONNE ST	2,319.14	133-0-110-305	756 OWENS RIVER DR	2,046.50
132-0-131-105	427 GARONNE ST	2,046.50	133-0-110-315	754 OWENS RIVER DR	2,319.14
132-0-131-115	429 GARONNE ST	2,046.50	133-0-110-325	752 OWENS RIVER DR	2,319.14
132-0-131-125	431 GARONNE ST	2,319.14	133-0-110-335	750 OWENS RIVER DR	2,319.14
132-0-131-135	433 GARONNE ST	2,319.14	133-0-110-345	748 OWENS RIVER DR	2,319.14
132-0-132-025	3155 NIMES LN	2,319.14	133-0-110-355	746 OWENS RIVER DR	2,046.50
132-0-132-035	3145 NIMES LN	2,319.14	133-0-110-365	744 OWENS RIVER DR	2,046.50
132-0-132-045	3135 NIMES LN	2,046.50	133-0-110-375	742 OWENS RIVER DR	2,319.14
132-0-132-055	3125 NIMES LN	2,046.50	133-0-110-385	740 OWENS RIVER DR	2,319.14
132-0-132-065	3115 NIMES LN	2,319.14	133-0-120-015	580 OWENS RIVER DR	2,910.62
132-0-132-075	3105 NIMES LN	2,319.14	133-0-120-025	574 OWENS RIVER DR	2,910.62
132-0-133-015	3154 MOSS LANDING BLVD	2,319.14	133-0-120-035	570 OWENS RIVER DR	2,910.62
132-0-133-025	3156 MOSS LANDING BLVD	2,910.62	133-0-120-045	564 OWENS RIVER DR	2,910.62
132-0-133-035	3158 MOSS LANDING BLVD	2,910.62	133-0-120-055	560 OWENS RIVER DR	2,910.62
132-0-133-045	3160 MOSS LANDING BLVD	2,910.62	133-0-120-065	544 OWENS RIVER DR	2,910.62
132-0-133-055	3162 MOSS LANDING BLVD	2,319.14	133-0-120-075	540 OWENS RIVER DR	2,319.14
132-0-133-065	3164 MOSS LANDING BLVD	2,910.62	133-0-120-085	534 OWENS RIVER DR	2,910.62
132-0-133-075	428 LAKEVIEW CT	2,319.14	133-0-120-095	530 OWENS RIVER DR	2,910.62
132-0-133-085	426 LAKEVIEW CT	2,910.62	133-0-120-105	524 OWENS RIVER DR	2,319.14
132-0-133-095	NOT AVAILABLE	2,910.62	133-0-120-115	520 OWENS RIVER DR	2,910.62
132-0-133-105	422 LAKEVIEW CT	2,910.62	133-0-120-125	3359 KINGS CANYON DR	2,319.14
132-0-133-115	420 LAKEVIEW CT	2,319.14	133-0-120-135	3357 KINGS CANYON DR	2,910.62
132-0-133-125	418 LAKEVIEW CT	2,910.62	133-0-120-145	3355 KINGS CANYON DR	2,910.62
132-0-133-135	416 LAKEVIEW CT	2,910.62	133-0-120-155	3353 KINGS CANYON DR	2,319.14
132-0-133-145	414 LAKEVIEW CT	2,319.14	133-0-120-165	3351 KINGS CANYON DR	2,910.62
132-0-133-155	412 LAKEVIEW CT	2,910.62	133-0-120-175	511 NILE RIVER DR	2,910.62
132-0-133-165	410 LAKEVIEW CT	2,910.62	133-0-120-185	515 NILE RIVER DR	2,319.14
132-0-133-175	411 KIAWAH RIVER DR	2,910.62	133-0-120-195	521 NILE RIVER DR	2,910.62
132-0-133-185	413 KIAWAH RIVER DR	2,910.62	133-0-120-205	525 NILE RIVER DR	2,910.62
132-0-133-195	415 KIAWAH RIVER DR	2,319.14	133-0-120-215	531 NILE RIVER DR	2,319.14
132-0-133-205	417 KIAWAH RIVER DR	2,910.62	133-0-120-225	535 NILE RIVER DR	2,319.14
132-0-133-215	419 KIAWAH RIVER DR	2,910.62	133-0-120-235	541 NILE RIVER DR	2,910.62
132-0-133-225	421 KIAWAH RIVER DR	2,319.14	133-0-120-245	545 NILE RIVER DR	2,319.14
132-0-133-235	423 KIAWAH RIVER DR	2,910.62	133-0-120-255	551 NILE RIVER DR	2,910.62
132-0-133-245	425 KIAWAH RIVER DR	2,910.62	133-0-120-265	555 NILE RIVER DR	2,910.62
132-0-133-255	427 KIAWAH RIVER DR	2,910.62	133-0-120-275	561 NILE RIVER DR	2,910.62
132-0-133-265	429 KIAWAH RIVER DR	2,319.14	133-0-120-285	3400 N OXNARD BLVD	2,910.62
132-0-134-015	3104 NIMES LN	2,319.14	133-0-120-295	3410 N OXNARD BLVD	2,319.14
132-0-134-025	3114 NIMES LN	2,319.14	133-0-120-305	3420 N OXNARD BLVD	2,910.62
132-0-134-035	3124 NIMES LN	2,046.50	133-0-120-315	3430 N OXNARD BLVD	2,910.62
132-0-134-045	3134 NIMES LN	2,046.50	133-0-120-325	3440 N OXNARD BLVD	2,319.14
132-0-134-055	3144 NIMES LN	2,319.14	133-0-120-335	554 NILE RIVER DR	2,910.62
132-0-134-065	3154 NIMES LN	2,319.14	133-0-120-345	550 NILE RIVER DR	2,910.62
132-0-134-085	3163 ORLEANS LN	1,877.98	133-0-120-355	544 NILE RIVER DR	2,319.14
132-0-134-095	3153 ORLEANS LN	1,716.10	133-0-120-365	540 NILE RIVER DR	2,910.62
132-0-134-105	3143 ORLEANS LN	1,716.10	133-0-120-375	534 NILE RIVER DR	2,910.62
132-0-134-115	3133 ORLEANS LN	1,716.10	133-0-120-385	530 NILE RIVER DR	2,319.14
132-0-134-125	3123 ORLEANS LN	1,716.10	133-0-120-395	524 NILE RIVER DR	2,910.62
132-0-134-135	3113 ORLEANS LN	1,877.98	133-0-120-405	520 NILE RIVER DR	2,910.62
132-0-134-145	3103 ORLEANS LN	1,877.98	133-0-120-415	514 NILE RIVER DR	2,319.14
132-0-135-015	409 GARONNE ST	2,319.14	133-0-120-425	510 NILE RIVER DR	2,910.62
132-0-135-025	411 GARONNE ST	2,319.14	133-0-120-435	504 NILE RIVER DR	2,319.14
132-0-135-035	413 GARONNE ST	2,046.50	133-0-120-445	500 NILE RIVER DR	2,910.62

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2020-21 LEVY

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-135-045	415 GARONNE ST	2,046.50	133-0-120-545	3350 MOSS LANDING BLVD	1,396.12
132-0-135-055	417 GARONNE ST	2,319.14	133-0-120-555	3352 MOSS LANDING BLVD	1,716.10
132-0-135-065	419 GARONNE ST	2,319.14	133-0-120-565	3354 MOSS LANDING BLVD	1,396.12
132-0-135-075	3034 NIMES LN	2,319.14	133-0-120-575	3356 MOSS LANDING BLVD	1,396.12
132-0-135-085	3044 NIMES LN	2,319.14	133-0-120-585	3358 MOSS LANDING BLVD	1,716.10
132-0-135-095	3054 NIMES LN	2,046.50	133-0-120-595	3360 MOSS LANDING BLVD	1,396.12
132-0-135-105	3064 NIMES LN	2,046.50	133-0-120-605	3362 MOSS LANDING BLVD	1,396.12
132-0-135-115	3074 NIMES LN	2,319.14	133-0-120-615	3364 MOSS LANDING BLVD	1,716.10
132-0-135-125	3084 NIMES LN	2,319.14	133-0-120-625	3366 MOSS LANDING BLVD	1,396.12
132-0-135-145	3093 ORLEANS LN	1,877.98	133-0-120-635	3368 MOSS LANDING BLVD	1,716.10
132-0-135-155	3083 ORLEANS LN	1,716.10	133-0-120-645	3370 MOSS LANDING BLVD	1,716.10
132-0-135-165	3073 ORLEANS LN	1,716.10	133-0-120-655	3372 MOSS LANDING BLVD	1,396.12
132-0-135-175	3063 ORLEANS LN	1,716.10	133-0-120-665	3374 MOSS LANDING BLVD	1,396.12
132-0-135-185	3053 ORLEANS LN	1,716.10	133-0-120-675	3376 MOSS LANDING BLVD	1,716.10
132-0-135-195	3043 ORLEANS LN	1,877.98	133-0-120-685	3378 MOSS LANDING BLVD	1,396.12
132-0-135-205	3033 ORLEANS LN	1,877.98	133-0-120-695	3380 MOSS LANDING BLVD	1,396.12
132-0-140-015	359 LAKEVIEW CT	2,910.62	133-0-120-705	3382 MOSS LANDING BLVD	1,716.10
132-0-140-025	357 LAKEVIEW CT	2,522.88	133-0-120-715	3384 MOSS LANDING BLVD	1,396.12
132-0-140-035	355 LAKEVIEW CT	2,522.88	133-0-120-725	3360 OXNARD BLVD	1,396.12
132-0-140-045	353 LAKEVIEW CT	2,522.88	133-0-120-735	3362 OXNARD BLVD	1,716.10
132-0-140-055	341 LAKEVIEW CT	2,522.88	133-0-120-745	3364 OXNARD BLVD	1,396.12
132-0-140-065	339 LAKEVIEW CT	2,522.88	133-0-120-755	3366 OXNARD BLVD	1,396.12
132-0-140-075	337 LAKEVIEW CT	2,910.62	133-0-120-765	3368 OXNARD BLVD	1,716.10
132-0-140-085	335 LAKEVIEW CT	2,522.88	133-0-120-775	3370 OXNARD BLVD	1,396.12
132-0-140-095	331 LAKEVIEW CT	2,522.88	133-0-120-785	3386 MOSS LANDING BLVD	1,396.12
132-0-140-105	329 LAKEVIEW CT	2,910.62	133-0-120-795	3388 MOSS LANDING BLVD	1,396.12
132-0-140-115	327 LAKEVIEW CT	2,522.88	133-0-120-805	3390 MOSS LANDING BLVD	1,716.10
132-0-140-125	325 LAKEVIEW CT	2,910.62	133-0-130-015	3152 MOSS LANDING BLVD	1,716.10
132-0-140-135	323 LAKEVIEW CT	2,522.88	133-0-130-025	3148 MOSS LANDING BLVD	1,877.98
132-0-140-145	321 LAKEVIEW CT	2,910.62	133-0-130-035	3142 MOSS LANDING BLVD	1,877.98
132-0-140-155	319 LAKEVIEW CT	2,522.88	133-0-130-045	3130 MOSS LANDING BLVD	1,877.98
132-0-140-165	317 LAKEVIEW CT	2,522.88	133-0-130-055	3124 MOSS LANDING BLVD	1,877.98
132-0-140-175	315 LAKEVIEW CT	2,522.88	133-0-130-065	3118 MOSS LANDING BLVD	1,877.98
132-0-140-185	313 LAKEVIEW CT	2,910.62	133-0-130-075	3112 MOSS LANDING BLVD	1,877.98
132-0-140-195	311 LAKEVIEW CT	2,910.62	133-0-130-085	3106 MOSS LANDING BLVD	1,716.10
132-0-140-215	3161 THAMES RIVER DR	2,319.14	133-0-130-095	3050 MOSS LANDING BLVD	1,716.10
132-0-140-225	3159 THAMES RIVER DR	2,910.62	133-0-130-105	3048 MOSS LANDING BLVD	1,877.98
132-0-140-235	3157 THAMES RIVER DR	2,910.62	133-0-130-115	3046 MOSS LANDING BLVD	1,877.98
132-0-140-245	3155 THAMES RIVER DR	2,910.62	133-0-130-125	3044 MOSS LANDING BLVD	1,877.98
132-0-140-255	3153 THAMES RIVER DR	2,319.14	133-0-130-135	3042 MOSS LANDING BLVD	1,877.98
132-0-140-265	3151 THAMES RIVER DR	2,910.62	133-0-130-145	3040 MOSS LANDING BLVD	1,877.98
132-0-140-275	319 KIAWAH RIVER DR	2,910.62	133-0-130-155	3038 MOSS LANDING BLVD	1,877.98
132-0-140-285	321 KIAWAH RIVER DR	2,319.14	133-0-130-165	3036 MOSS LANDING BLVD	1,716.10
132-0-140-295	323 KIAWAH RIVER DR	2,910.62	133-0-130-175	3120 LONDON LN	1,396.12
132-0-140-305	325 KIAWAH RIVER DR	2,910.62	133-0-130-185	3122 LONDON LN	1,877.98
132-0-140-315	327 KIAWAH RIVER DR	2,319.14	133-0-130-195	3124 LONDON LN	1,877.98
132-0-140-325	329 KIAWAH RIVER DR	2,910.62	133-0-130-205	3126 LONDON LN	1,877.98
132-0-140-345	354 LAKEVIEW CT	2,910.62	133-0-130-215	3132 LONDON LN	1,877.98
132-0-140-355	352 LAKEVIEW CT	2,319.14	133-0-130-225	3134 LONDON LN	1,396.12
132-0-140-365	350 LAKEVIEW CT	2,910.62	133-0-130-235	3143 MOSS LANDING BLVD	1,396.12
132-0-140-375	348 LAKEVIEW CT	2,910.62	133-0-130-245	3139 MOSS LANDING BLVD	1,877.98
132-0-140-385	346 LAKEVIEW CT	2,910.62	133-0-130-255	3131 MOSS LANDING BLVD	1,877.98
132-0-140-395	344 LAKEVIEW CT	2,319.14	133-0-130-265	3127 MOSS LANDING BLVD	1,877.98
132-0-140-405	342 LAKEVIEW CT	2,910.62	133-0-130-275	3123 MOSS LANDING BLVD	1,877.98
132-0-140-415	340 LAKEVIEW CT	2,910.62	133-0-130-285	3119 MOSS LANDING BLVD	1,396.12
132-0-140-425	338 LAKEVIEW CT	2,319.14	133-0-130-295	3100 LONDON LN	1,716.10
132-0-140-435	336 LAKEVIEW CT	2,910.62	133-0-130-305	3102 LONDON LN	1,877.98
132-0-140-445	334 LAKEVIEW CT	2,910.62	133-0-130-315	3104 LONDON LN	1,877.98
132-0-140-455	328 LAKEVIEW CT	2,910.62	133-0-130-325	3106 LONDON LN	1,877.98
132-0-140-465	326 LAKEVIEW CT	2,319.14	133-0-130-335	3108 LONDON LN	1,877.98
132-0-140-475	324 LAKEVIEW CT	2,910.62	133-0-130-345	3110 LONDON LN	1,877.98
132-0-140-485	322 LAKEVIEW CT	2,910.62	133-0-130-355	3112 LONDON LN	1,877.98
132-0-140-495	320 LAKEVIEW CT	2,319.14	133-0-130-365	3114 LONDON LN	1,716.10
132-0-140-505	318 LAKEVIEW CT	2,910.62	133-0-130-375	3117 MOSS LANDING BLVD	1,716.10

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2020-21 LEVY

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-140-515	333 KIAWAH RIVER DR	1,877.98	133-0-130-385	3115 MOSS LANDING BLVD	1,877.98
132-0-140-525	335 KIAWAH RIVER DR	1,716.10	133-0-130-395	3113 MOSS LANDING BLVD	1,877.98
132-0-140-535	337 KIAWAH RIVER DR	1,716.10	133-0-130-405	3111 MOSS LANDING BLVD	1,877.98
132-0-140-545	339 KIAWAH RIVER DR	1,716.10	133-0-130-415	3109 MOSS LANDING BLVD	1,877.98
132-0-140-555	341 KIAWAH RIVER DR	1,716.10	133-0-130-425	3107 MOSS LANDING BLVD	1,877.98
132-0-140-565	343 KIAWAH RIVER DR	1,877.98	133-0-130-435	3105 MOSS LANDING BLVD	1,877.98
132-0-140-575	347 KIAWAH RIVER DR	1,877.98	133-0-130-445	3103 MOSS LANDING BLVD	1,716.10
132-0-140-585	349 KIAWAH RIVER DR	1,716.10	133-0-130-455	3049 MOSS LANDING BLVD	1,716.10
132-0-140-595	351 KIAWAH RIVER DR	1,716.10	133-0-130-465	3047 MOSS LANDING BLVD	1,877.98
132-0-140-605	353 KIAWAH RIVER DR	1,716.10	133-0-130-475	3045 MOSS LANDING BLVD	1,877.98
132-0-140-615	355 KIAWAH RIVER DR	1,716.10	133-0-130-485	3043 MOSS LANDING BLVD	1,877.98
132-0-140-625	357 KIAWAH RIVER DR	1,716.10	133-0-130-495	3041 MOSS LANDING BLVD	1,877.98
132-0-140-635	359 KIAWAH RIVER DR	1,877.98	133-0-130-505	3039 MOSS LANDING BLVD	1,716.10
132-0-150-035	344 KIAWAH RIVER DR	2,046.50	133-0-130-515	3050 LONDON LN	1,716.10
132-0-150-045	334 KIAWAH RIVER DR	2,319.14	133-0-130-525	3048 LONDON LN	1,877.98
132-0-150-055	324 KIAWAH RIVER DR	2,046.50	133-0-130-535	3046 LONDON LN	1,877.98
132-0-150-065	314 KIAWAH RIVER DR	2,046.50	133-0-130-545	3044 LONDON LN	1,877.98
132-0-150-075	304 KIAWAH RIVER DR	2,319.14	133-0-130-555	3042 LONDON LN	1,877.98
132-0-150-085	3111 THAMES RIVER DR	2,046.50	133-0-130-565	3040 LONDON LN	1,716.10
132-0-150-095	3109 THAMES RIVER DR	2,046.50	133-0-130-575	533 GARONNE ST	1,716.10
132-0-150-105	3107 THAMES RIVER DR	2,046.50	133-0-130-585	531 GARONNE ST	1,877.98
132-0-150-115	3105 THAMES RIVER DR	2,046.50	133-0-130-595	529 GARONNE ST	1,877.98
132-0-150-125	3103 THAMES RIVER DR	2,046.50	133-0-130-605	527 GARONNE ST	1,877.98
132-0-150-135	3101 THAMES RIVER DR	2,319.14	133-0-130-615	525 GARONNE ST	1,877.98
132-0-150-145	303 JAVA PL	2,319.14	133-0-130-625	523 GARONNE ST	1,877.98
132-0-150-155	313 JAVA PL	2,046.50	133-0-130-635	521 GARONNE ST	1,716.10
132-0-150-165	323 JAVA PL	2,319.14	133-0-140-015	3100 VENTURA RD	1,716.10
132-0-150-175	333 JAVA PL	2,319.14	133-0-140-025	3102 VENTURA RD	1,716.10
132-0-150-185	343 JAVA PL	2,046.50	133-0-140-035	3104 VENTURA RD	1,716.10
132-0-150-205	342 JAVA PL	2,046.50	133-0-140-045	3106 VENTURA RD	1,716.10
132-0-150-215	332 JAVA PL	2,319.14	133-0-140-055	3108 VENTURA RD	1,396.12
132-0-150-225	322 JAVA PL	2,319.14	133-0-140-065	3110 VENTURA RD	1,877.98
132-0-150-235	312 JAVA PL	2,046.50	133-0-140-075	3112 VENTURA RD	1,877.98
132-0-150-245	302 JAVA PL	2,319.14	133-0-140-085	3114 VENTURA RD	1,396.12
132-0-150-255	3051 THAMES RIVER DR	2,319.14	133-0-140-095	3116 VENTURA RD	1,716.10
132-0-150-265	3049 THAMES RIVER DR	2,319.14	133-0-140-105	3118 VENTURA RD	1,716.10
132-0-150-275	3047 THAMES RIVER DR	2,046.50	133-0-140-115	3121 LISBON LN	1,716.10
132-0-150-285	3045 THAMES RIVER DR	2,046.50	133-0-140-125	3119 LISBON LN	1,716.10
132-0-150-295	3043 THAMES RIVER DR	2,319.14	133-0-140-135	3117 LISBON LN	1,396.12
132-0-150-305	3041 THAMES RIVER DR	2,319.14	133-0-140-145	3115 LISBON LN	1,877.98
132-0-150-315	301 INDUS PL	2,319.14	133-0-140-155	3113 LISBON LN	1,877.98
132-0-150-325	311 INDUS PL	2,046.50	133-0-140-165	3111 LISBON LN	1,396.12
132-0-150-335	321 INDUS PL	2,319.14	133-0-140-175	3109 LISBON LN	1,716.10
132-0-150-345	331 INDUS PL	2,319.14	133-0-140-185	3107 LISBON LN	1,716.10
132-0-150-355	341 INDUS PL	2,046.50	133-0-140-195	3105 LISBON LN	1,716.10
132-0-150-365	3060 ROIA LN	1,877.98	133-0-140-205	3103 LISBON LN	1,716.10
132-0-150-375	3062 ROIA LN	1,716.10	133-0-140-215	3120 VENTURA RD	1,716.10
132-0-150-385	3064 ROIA LN	1,716.10	133-0-140-225	3122 VENTURA RD	1,716.10
132-0-150-395	3066 ROIA LN	1,716.10	133-0-140-235	3124 VENTURA RD	1,877.98
132-0-150-405	3068 ROIA LN	1,716.10	133-0-140-245	3126 VENTURA RD	1,396.12
132-0-150-415	3070 ROIA LN	1,877.98	133-0-140-255	3128 VENTURA RD	1,396.12
132-0-150-425	3072 ROIA LN	1,877.98	133-0-140-265	3130 VENTURA RD	1,877.98
132-0-150-435	3100 ROIA LN	1,877.98	133-0-140-275	3132 VENTURA RD	1,716.10
132-0-150-445	3102 ROIA LN	1,716.10	133-0-140-285	3134 VENTURA RD	1,716.10
132-0-150-455	3104 ROIA LN	1,716.10	133-0-140-295	3137 LISBON LN	1,716.10
132-0-150-465	3106 ROIA LN	1,716.10	133-0-140-305	3135 LISBON LN	1,716.10
132-0-150-475	3108 ROIA LN	1,716.10	133-0-140-315	3133 LISBON LN	1,877.98
132-0-150-485	3110 ROIA LN	1,716.10	133-0-140-325	3131 LISBON LN	1,396.12
132-0-150-495	3112 ROIA LN	1,877.98	133-0-140-335	3129 LISBON LN	1,396.12
132-0-170-125	2905 ROCKY MOUNTAIN DR	2,204.26	133-0-140-345	3127 LISBON LN	1,877.98
132-0-170-135	2903 ROCKY MOUNTAIN DR	2,204.26	133-0-140-355	3125 LISBON LN	1,716.10
132-0-170-145	2901 ROCKY MOUNTAIN DR	2,204.26	133-0-140-365	3123 LISBON LN	1,716.10
132-0-170-155	2907 ROCKY MOUNTAIN DR	2,204.26	133-0-140-375	3117 VENTURA RD	1,716.10
132-0-170-165	2909 ROCKY MOUNTAIN DR	2,204.26	133-0-140-385	3119 VENTURA RD	1,716.10

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2020-21 LEVY

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-170-175	2911 ROCKY MOUNTAIN DR	2,204.26	133-0-140-395	3121 VENTURA RD	1,716.10
132-0-170-185	2925 ROCKY MOUNTAIN DR	2,204.26	133-0-140-405	3123 VENTURA RD	1,716.10
132-0-170-195	2923 ROCKY MOUNTAIN DR	2,204.26	133-0-140-415	3125 VENTURA RD	1,396.12
132-0-170-205	2921 ROCKY MOUNTAIN DR	2,204.26	133-0-140-425	3127 VENTURA RD	1,877.98
132-0-170-215	2927 ROCKY MOUNTAIN DR	2,204.26	133-0-140-435	3129 VENTURA RD	1,877.98
132-0-170-225	2929 ROCKY MOUNTAIN DR	2,204.26	133-0-140-445	3131 VENTURA RD	1,396.12
132-0-170-235	2931 ROCKY MOUNTAIN DR	2,204.26	133-0-140-455	3133 VENTURA RD	1,716.10
132-0-170-245	313 DANVERS RIVER ST	1,716.10	133-0-140-465	3135 VENTURA RD	1,716.10
132-0-170-255	311 DANVERS RIVER ST	1,877.98	133-0-140-475	3136 VENTURA RD	1,716.10
132-0-170-265	309 DANVERS RIVER ST	2,204.26	133-0-140-485	3138 VENTURA RD	1,716.10
132-0-170-275	307 DANVERS RIVER ST	2,204.26	133-0-140-495	3140 VENTURA RD	1,396.12
132-0-170-285	305 DANVERS RIVER ST	1,877.98	133-0-140-505	3142 VENTURA RD	1,877.98
132-0-170-295	303 DANVERS RIVER ST	1,877.98	133-0-140-515	3144 VENTURA RD	1,877.98
132-0-170-305	301 DANVERS RIVER ST	2,204.26	133-0-140-525	3146 VENTURA RD	1,396.12
132-0-170-315	318 ELK RIVER ST	1,716.10	133-0-140-535	3148 VENTURA RD	1,716.10
132-0-170-325	316 ELK RIVER ST	1,877.98	133-0-140-545	3150 VENTURA RD	1,716.10
132-0-170-335	314 ELK RIVER ST	2,204.26	133-0-140-555	3152 VENTURA RD	1,716.10
132-0-170-345	312 ELK RIVER ST	2,204.26	133-0-140-565	3154 VENTURA RD	1,716.10
132-0-170-355	310 ELK RIVER ST	1,877.98	133-0-140-575	3157 LISBON LN	1,716.10
132-0-170-365	308 ELK RIVER ST	1,716.10	133-0-140-585	3155 LISBON LN	1,716.10
132-0-170-375	373 FEATHER RIVER PL	2,204.26	133-0-140-595	3153 LISBON LN	1,716.10
132-0-170-385	371 FEATHER RIVER PL	2,204.26	133-0-140-605	3151 LISBON LN	1,716.10
132-0-170-395	369 FEATHER RIVER PL	2,204.26	133-0-140-615	3149 LISBON LN	1,396.12
132-0-170-405	367 FEATHER RIVER PL	2,204.26	133-0-140-625	3147 LISBON LN	1,877.98
132-0-170-415	365 FEATHER RIVER PL	2,204.26	133-0-140-635	3145 LISBON LN	1,877.98
132-0-170-425	363 FEATHER RIVER PL	2,204.26	133-0-140-645	3143 LISBON LN	1,396.12
132-0-170-435	361 FEATHER RIVER PL	2,204.26	133-0-140-655	3141 LISBON LN	1,716.10
132-0-170-445	355 FEATHER RIVER PL	2,204.26	133-0-140-665	3139 LISBON LN	1,716.10
132-0-170-455	353 FEATHER RIVER PL	2,204.26	133-0-140-675	3139 VENTURA RD	1,716.10
132-0-170-465	351 FEATHER RIVER PL	2,204.26	133-0-140-685	3137 VENTURA RD	1,716.10
132-0-170-475	349 FEATHER RIVER PL	2,204.26	133-0-140-695	3141 VENTURA RD	1,396.12
132-0-170-485	347 FEATHER RIVER PL	2,204.26	133-0-140-705	3143 VENTURA RD	1,877.98
132-0-170-495	345 FEATHER RIVER PL	2,204.26	133-0-140-715	3147 VENTURA RD	1,396.12
132-0-170-505	343 FEATHER RIVER PL	2,204.26	133-0-140-725	3145 VENTURA RD	1,877.98
132-0-170-515	341 FEATHER RIVER PL	1,716.10	133-0-140-735	3149 VENTURA RD	1,716.10
132-0-170-525	339 FEATHER RIVER PL	1,877.98	133-0-140-745	3151 VENTURA RD	1,716.10
132-0-170-535	337 FEATHER RIVER PL	2,204.26	133-0-140-755	3155 VENTURA RD	1,716.10
132-0-170-545	335 FEATHER RIVER PL	2,204.26	133-0-140-765	3153 VENTURA RD	1,716.10
132-0-170-555	333 FEATHER RIVER PL	1,877.98	133-0-140-775	735 GARRONE ST	1,716.10
132-0-170-565	331 FEATHER RIVER PL	1,716.10	133-0-140-785	737 GARRONE LN	1,877.98
132-0-170-575	321 FEATHER RIVER PL	2,204.26	133-0-140-795	739 GARONNE ST	1,877.98
132-0-170-585	319 FEATHER RIVER PL	2,204.26	133-0-140-805	741 GARONNE ST	1,877.98
132-0-170-595	317 FEATHER RIVER PL	2,204.26	133-0-140-815	743 GARONNE ST	1,877.98
132-0-170-605	315 FEATHER RIVER PL	2,204.26	133-0-140-825	745 GARONNE LN	1,877.98
132-0-170-615	316 FEATHER RIVER PL	2,204.26	133-0-140-835	747 GARRONE ST	1,716.10
132-0-170-625	318 FEATHER RIVER PL	2,204.26	133-0-150-015	3163 MOSS LANDING BLVD	1,877.98
132-0-170-635	320 FEATHER RIVER PL	2,204.26	133-0-150-025	3161 MOSS LANDING BLVD	1,877.98
132-0-170-645	319 ELK RIVER ST	2,204.26	133-0-150-035	3159 MOSS LANDING BLVD	1,396.12
132-0-170-655	317 ELK RIVER ST	2,204.26	133-0-150-045	3157 MOSS LANDING BLVD	1,877.98
132-0-170-665	315 ELK RIVER ST	2,204.26	133-0-150-055	3155 MOSS LANDING BLVD	1,877.98
132-0-170-675	313 ELK RIVER ST	2,204.26	133-0-150-065	3153 MOSS LANDING BLVD	1,396.12
132-0-180-175	351 FOREST PARK BLVD	1,716.10	133-0-150-075	3150 LONDON LN	1,396.12
132-0-180-185	349 FOREST PARK BLVD	508.28	133-0-150-085	3152 LONDON LN	1,877.98
132-0-180-195	347 FOREST PARK BLVD	508.28	133-0-150-095	3154 LONDON LN	1,877.98
132-0-180-205	345 FOREST PARK BLVD	508.28	133-0-150-105	3158 LONDON LN	1,396.12
132-0-180-215	343 FOREST PARK BLVD	508.28	133-0-150-115	3160 LONDON LN	1,877.98
132-0-180-225	341 FOREST PARK BLVD	1,716.10	133-0-150-125	3162 LONDON LN	1,877.98
132-0-180-235	335 FOREST PARK BLVD	1,716.10	133-0-150-135	3169 MOSS LANDING BLVD	1,877.98
132-0-180-245	333 FOREST PARK BLVD	508.28	133-0-150-145	3167 MOSS LANDING BLVD	1,877.98
132-0-180-255	331 FOREST PARK BLVD	508.28	133-0-150-155	3165 MOSS LANDING BLVD	1,396.12
132-0-180-265	321 FOREST PARK BLVD	508.28	133-0-150-165	3225 MOSS LANDING BLVD	1,877.98
132-0-180-275	319 FOREST PARK BLVD	508.28	133-0-150-175	3223 MOSS LANDING BLVD	1,877.98
132-0-180-285	317 FOREST PARK BLVD	1,716.10	133-0-150-185	3221 MOSS LANDING BLVD	1,396.12
132-0-180-295	315 FOREST PARK BLVD	508.28	133-0-150-195	3164 LONDON LN	1,396.12

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2020-21 LEVY

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-180-305	313 FOREST PARK BLVD	508.28	133-0-150-205	3166 LONDON LN	1,877.98
132-0-180-315	311 FOREST PARK BLVD	1,716.10	133-0-150-215	3168 LONDON LN	1,877.98
132-0-180-325	309 FOREST PARK BLVD	508.28	133-0-150-225	3237 MOSS LANDING BLVD	1,877.98
132-0-180-335	307 FOREST PARK BLVD	508.28	133-0-150-235	3235 MOSS LANDING BLVD	1,877.98
132-0-180-345	305 FOREST PARK BLVD	508.28	133-0-150-245	3233 MOSS LANDING BLVD	1,396.12
132-0-180-355	303 FOREST PARK BLVD	508.28	133-0-150-255	3231 MOSS LANDING BLVD	1,877.98
132-0-180-365	301 FOREST PARK BLVD	1,716.10	133-0-150-265	3229 MOSS LANDING BLVD	1,877.98
132-0-180-375	3001 THAMES RIVER DR	508.28	133-0-150-275	3227 MOSS LANDING BLVD	1,396.12
132-0-180-385	3011 THAMES RIVER DR	508.28	133-0-150-285	3220 LONDON LN	1,396.12
132-0-180-395	3021 THAMES RIVER DR	508.28	133-0-150-295	3222 LONDON LN	1,877.98
132-0-180-405	3031 THAMES RIVER DR	508.28	133-0-150-305	3224 LONDON LN	1,877.98
132-0-180-415	3042 SHENANDOAH DR	1,716.10	133-0-150-315	3234 LONDON LN	1,396.12
132-0-180-425	3032 SHENANDOAH DR	508.28	133-0-150-325	3230 LONDON LN	1,877.98
132-0-180-435	3022 SHENANDOAH DR	508.28	133-0-150-335	3232 LONDON LN	1,877.98
132-0-180-445	3012 SHENANDOAH DR	508.28	133-0-170-015	738 OWENS RIVER DR	2,522.88
132-0-180-455	3002 SHENANDOAH DR	508.28	133-0-170-025	736 OWENS RIVER DR	2,522.88
132-0-180-465	3003 SHENANDOAH DR	1,716.10	133-0-170-035	734 OWENS RIVER DR	2,319.14
132-0-180-475	3013 SHENANDOAH DR	508.28	133-0-170-045	732 OWENS RIVER DR	2,046.50
132-0-180-485	3023 SHENANDOAH DR	508.28	133-0-170-055	730 OWENS RIVER DR	2,046.50
132-0-180-495	3033 SHENANDOAH DR	508.28	133-0-170-065	728 OWENS RIVER DR	2,319.14
132-0-180-505	3043 SHENANDOAH DR	508.28	133-0-170-075	726 OWENS RIVER DR	2,319.14
132-0-180-515	3053 SHENANDOAH DR	1,716.10	133-0-170-085	724 OWENS RIVER DR	2,319.14
132-0-180-525	3054 ROIA LN	1,716.10	133-0-170-095	722 OWENS RIVER DR	2,319.14
132-0-180-535	3044 ROIA LN	508.28	133-0-170-105	720 OWENS RIVER DR	2,046.50
132-0-180-545	3034 ROIA LN	508.28	133-0-170-115	718 OWENS RIVER DR	2,046.50
132-0-180-555	3024 ROIA LN	508.28	133-0-170-125	716 OWENS RIVER DR	2,319.14
132-0-180-565	3014 ROIA LN	508.28	133-0-170-135	714 OWENS RIVER DR	2,319.14
132-0-180-575	3004 ROIA LN	1,716.10	133-0-170-145	712 OWENS RIVER DR	2,319.14
132-0-180-585	3005 ROIA LN	1,716.10	133-0-170-155	710 OWENS RIVER DR	2,319.14
132-0-180-595	3015 ROIA LN	508.28	133-0-170-165	708 OWENS RIVER DR	2,046.50
132-0-180-605	3025 ROIA LN	508.28	133-0-170-175	706 OWENS RIVER DR	2,046.50
132-0-180-615	3035 ROIA LN	508.28	133-0-170-185	704 OWENS RIVER DR	2,319.14
132-0-180-625	3045 ROIA LN	508.28	133-0-170-195	702 OWENS RIVER DR	2,319.14
132-0-180-635	3055 ROIA LN	1,716.10	133-0-170-205	700 OWENS RIVER DR	2,319.14
132-0-180-645	3056 PALISADES PARK DR	1,716.10	133-0-170-215	701 NILE RIVER DR	2,046.50
132-0-180-655	3046 PALISADES PARK DR	508.28	133-0-170-225	703 NILE RIVER DR	2,319.14
132-0-180-665	3036 PALISADES PARK DR	508.28	133-0-170-235	705 NILE RIVER DR	2,319.14
132-0-180-675	3026 PALISADES PARK DR	508.28	133-0-170-245	707 NILE RIVER DR	2,046.50
132-0-180-685	3016 PALISADES PARK DR	508.28	133-0-170-255	709 NILE RIVER DR	2,046.50
132-0-180-695	3006 PALISADES PARK DR	1,716.10	133-0-170-265	711 NILE RIVER DR	2,319.14
132-0-180-705	400 INDUS PL	1,716.10	133-0-170-275	713 NILE RIVER DR	2,319.14
132-0-180-715	410 INDUS PL	508.28	133-0-170-285	715 NILE RIVER DR	2,046.50
132-0-180-725	420 INDUS PL	508.28	133-0-170-295	717 NILE RIVER DR	2,319.14
132-0-180-735	3020 ORLEANS DR	508.28	133-0-170-305	719 NILE RIVER DR	2,319.14
132-0-180-745	3010 ORLEANS DR	508.28	133-0-170-315	721 NILE RIVER DR	2,046.50
132-0-180-755	3000 ORLEANS DR	1,716.10	133-0-170-325	723 NILE RIVER DR	2,046.50
132-0-180-765	405 GARONNE ST	1,716.10	133-0-170-335	725 NILE RIVER DR	2,319.14
132-0-180-775	403 GARONNE ST	508.28	133-0-170-345	727 NILE RIVER DR	2,319.14
132-0-180-785	401 GARONNE ST	508.28	133-0-170-355	729 NILE RIVER DR	2,319.14
132-0-190-015	321 COLORADO RIVER PL	508.28	133-0-170-365	731 NILE RIVER DR	2,319.14
132-0-190-025	331 COLORADO RIVER PL	508.28	133-0-170-375	733 NILE RIVER DR	2,046.50
132-0-190-035	341 COLORADO RIVER PL	508.28	133-0-170-385	735 NILE RIVER DR	2,046.50
132-0-190-045	351 COLORADO RIVER PL	508.28	133-0-170-395	737 NILE RIVER DR	2,522.88
132-0-190-055	391 COLORADO RIVER PL	508.28	133-0-170-405	734 NILE RIVER DR	2,319.14
132-0-190-065	381 COLORADO RIVER PL	508.28	133-0-170-415	732 NILE RIVER DR	2,522.88
132-0-190-075	371 COLORADO RIVER PL	508.28	133-0-170-425	730 NILE RIVER DR	2,319.14
132-0-190-085	361 COLORADO RIVER PL	508.28	133-0-170-435	728 NILE RIVER DR	2,046.50
132-0-190-095	2800 RIVERPARK BLVD	508.28	133-0-170-445	726 NILE RIVER DR	2,046.50
132-0-190-105	2802 RIVERPARK BLVD	508.28	133-0-170-455	724 NILE RIVER DR	2,319.14
132-0-190-115	2804 RIVERPARK BLVD	508.28	133-0-170-465	722 NILE RIVER DR	2,522.88
132-0-190-125	2820 RIVERPARK BLVD	508.28	133-0-170-475	720 NILE RIVER DR	2,522.88
132-0-190-135	2818 RIVERPARK BLVD	508.28	133-0-170-485	718 NILE RIVER DR	2,319.14
132-0-190-145	2816 RIVERPARK BLVD	508.28	133-0-170-495	716 NILE RIVER DR	2,046.50
132-0-190-155	2814 RIVERPARK BLVD	508.28	133-0-170-505	714 NILE RIVER DR	2,046.50

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2020-21 LEVY

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-190-165	2812 RIVERPARK BLVD	508.28	133-0-170-515	712 NILE RIVER DR	2,319.14
132-0-190-175	2810 RIVERPARK BLVD	508.28	133-0-170-525	710 NILE RIVER DR	2,319.14
132-0-190-185	2821 SMOKY MOUNTAIN DR	1,716.10	133-0-170-535	708 NILE RIVER DR	2,319.14
132-0-190-195	2819 SMOKY MOUNTAIN DR	508.28	133-0-170-545	706 NILE RIVER DR	2,319.14
132-0-190-205	2817 SMOKY MOUNTAIN DR	508.28	133-0-180-015	696 OWENS RIVER DR	2,910.62
132-0-190-215	2815 SMOKY MOUNTAIN DR	508.28	133-0-180-025	694 OWENS RIVER DR	2,319.14
132-0-190-225	2813 SMOKY MOUNTAIN DR	508.28	133-0-180-035	692 OWENS RIVER DR	2,910.62
132-0-190-235	2811 SMOKY MOUNTAIN DR	508.28	133-0-180-045	690 OWENS RIVER DR	2,910.62
132-0-190-245	2801 SMOKY MOUNTAIN DR	508.28	133-0-180-055	688 OWENS RIVER DR	2,910.62
132-0-190-255	2803 SMOKY MOUNTAIN DR	508.28	133-0-180-065	686 OWENS RIVER DR	2,319.14
132-0-190-265	2805 SMOKY MOUNTAIN DR	508.28	133-0-180-075	684 OWENS RIVER DR	2,910.62
132-0-190-275	2835 SMOKY MOUNTAIN DR	508.28	133-0-180-085	682 OWENS RIVER DR	2,910.62
132-0-190-285	2833 SMOKY MOUNTAIN DR	508.28	133-0-180-095	680 OWENS RIVER DR	2,319.14
132-0-190-295	2831 SMOKY MOUNTAIN DR	508.28	133-0-180-105	676 OWENS RIVER DR	2,319.14
132-0-190-305	2830 RIVERPARK BLVD	1,877.98	133-0-180-115	674 OWENS RIVER DR	2,910.62
132-0-190-315	2832 RIVERPARK BLVD	1,716.10	133-0-180-125	NOT AVAILABLE	2,910.62
132-0-190-325	2834 RIVER PARK BLVD	508.28	133-0-180-135	670 OWENS RIVER DR	2,319.14
132-0-190-335	392 DANVERS RIVER ST	508.28	133-0-180-145	668 OWENS RIVER DR	2,910.62
132-0-190-345	382 DANVERS RIVER ST	1,716.10	133-0-180-155	664 OWENS RIVER DR	2,910.62
132-0-190-355	372 DANVERS RIVER ST	508.28	133-0-180-165	662 OWENS RIVER DR	2,910.62
132-0-190-365	362 DANVERS RIVER ST	508.28	133-0-180-175	660 OWENS RIVER DR	2,319.14
132-0-190-375	322 DANVERS RIVER ST	508.28	133-0-180-185	658 OWENS RIVER DR	2,910.62
132-0-190-385	332 DANVERS RIVER ST	508.28	133-0-180-195	3441 N OXNARD BLVD	2,910.62
132-0-190-395	342 DANVERS RIVER ST	508.28	133-0-180-205	3431 N OXNARD BLVD	2,910.62
132-0-190-405	352 DANVERS RIVER ST	508.28	133-0-180-215	3421 N OXNARD BLVD	2,910.62
132-0-200-015	2716 RIVERPARK BLVD	1,877.98	133-0-180-225	3411 N OXNARD BLVD	2,319.14
132-0-200-025	2714 RIVERPARK BLVD	1,716.10	133-0-180-235	3401 N OXNARD BLVD	2,910.62
132-0-200-035	2712 RIVERPARK BLVD	1,716.10	133-0-180-245	665 NILE RIVER DR	2,910.62
132-0-200-045	2710 RIVERPARK BLVD	1,716.10	133-0-180-255	669 NILE RIVER DR	2,910.62
132-0-200-055	2720 RIVERPARK BLVD	1,877.98	133-0-180-265	671 NILE RIVER DR	2,319.14
132-0-200-065	2722 RIVERPARK BLVD	1,716.10	133-0-180-275	673 NILE RIVER DR	2,910.62
132-0-200-075	2724 RIVERPARK BLVD	1,716.10	133-0-180-285	675 NILE RIVER DR	2,910.62
132-0-200-085	2726 RIVERPARK BLVD	1,716.10	133-0-180-295	677 NILE RIVER DR	2,910.62
132-0-200-095	2734 RIVERPARK BLVD	508.28	133-0-180-305	679 NILE RIVER DR	2,910.62
132-0-200-105	2732 RIVERPARK BLVD	508.28	133-0-180-315	681 NILE RIVER DR	2,910.62
132-0-200-115	2730 RIVERPARK BLVD	508.28	133-0-180-325	683 NILE RIVER DR	2,910.62
132-0-200-125	390 COLORADO RIVER PL	508.28	133-0-180-335	685 NILE RIVER DR	2,319.14
132-0-200-135	380 COLORADO RIVER PL	508.28	133-0-180-345	687 NILE RIVER DR	2,910.62
132-0-200-145	370 COLORADO RIVER PL	508.28	133-0-180-355	689 NILE RIVER DR	2,910.62
132-0-200-155	360 COLORADO RIVER PL	508.28	133-0-180-365	691 NILE RIVER DR	2,910.62
132-0-200-165	320 COLORADO RIVER PL	1,716.10	133-0-180-375	693 NILE RIVER DR	2,910.62
132-0-200-175	330 COLORADO RIVER PL	508.28	133-0-180-385	695 NILE RIVER DR	2,319.14
132-0-200-185	340 COLORADO RIVER PL	508.28	133-0-180-395	697 NILE RIVER DR	2,910.62
132-0-200-195	350 COLORADO RIVER PL	508.28	133-0-180-405	696 NILE RIVER DR	2,319.14
132-0-200-205	2735 SMOKY MOUNTAIN DR	508.28	133-0-180-415	694 NILE RIVER DR	2,319.14
132-0-200-215	2733 SMOKY MOUNTAIN DR	508.28	133-0-180-425	692 NILE RIVER DR	2,319.14
132-0-200-225	2731 SMOKY MOUNTAIN DR	508.28	133-0-180-435	690 NILE RIVER DR	2,319.14
132-0-200-235	2721 SMOKY MOUNTAIN DR	1,877.98	133-0-180-445	688 NILE RIVER DR	2,046.50
132-0-200-245	2723 SMOKY MOUNTAIN DR	1,716.10	133-0-180-455	686 NILE RIVER DR	2,046.50
132-0-200-255	2725 SMOKY MOUNTAIN DR	1,716.10	133-0-180-465	684 NILE RIVER DR	2,319.14
132-0-200-265	2727 SMOKY MOUNTAIN DR	1,716.10	133-0-180-475	682 NILE RIVER DR	2,319.14
132-0-200-275	2717 SMOKY MOUNTAIN DR	1,877.98	133-0-180-485	680 NILE RIVER DR	2,319.14
132-0-200-285	2715 SMOKY MOUNTAIN DR	1,716.10	133-0-180-495	678 NILE RIVER DR	2,319.14
132-0-200-295	2713 SMOKY MOUNTAIN DR	1,716.10	133-0-180-505	676 NILE RIVER DR	2,046.50
132-0-200-305	2711 SMOKY MOUNTAIN DR	1,716.10	133-0-180-515	674 NILE RIVER DR	2,046.50
132-0-200-455	2701 SMOKY MOUNTAIN DR	1,396.12	133-0-180-525	672 NILE RIVER DR	2,319.14
132-0-200-465	2703 SMOKY MOUNTAIN DR	1,396.12	133-0-180-535	670 NILE RIVER DR	2,319.14
132-0-200-475	2705 SMOKY MOUNTAIN DR	1,396.12	133-0-180-555	3309 N VENTURA RD	1,396.12
132-0-200-485	2700 RIVERPARK BLVD	1,716.10	133-0-180-565	3311 N VENTURA RD	1,716.10
132-0-200-495	2702 RIVERPARK BLVD	1,716.10	133-0-180-575	3313 N VENTURA RD	1,716.10
132-0-200-505	2704 RIVERPARK BLVD	1,877.98	133-0-180-585	3315 N VENTURA RD	1,396.12
132-0-200-515	341 AMERICAN RIVER CT	1,716.10	133-0-180-595	3317 N VENTURA RD	1,716.10
132-0-200-525	343 AMERICAN RIVER CT	1,396.12	133-0-180-605	3319 N VENTURA RD	1,396.12
132-0-200-535	345 AMERICAN RIVER CT	1,396.12	133-0-180-615	3321 N VENTURA RD	1,396.12

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2020-21 LEVY

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-200-545	347 AMERICAN RIVER CT	1,396.12	133-0-180-625	3323 VENTURA BLVD	1,716.10
132-0-200-555	357 AMERICAN RIVER CT	1,716.10	133-0-180-635	3325 N VENTURA RD	1,396.12
132-0-200-565	355 AMERICAN RIVER CT	1,716.10	133-0-180-645	3327 N VENTURA RD	1,396.12
132-0-200-575	353 AMERICAN RIVER CT	1,716.10	133-0-180-655	3329 N VENTURA RD	1,716.10
132-0-200-585	351 AMERICAN RIVER CT	1,877.98	133-0-180-665	3331 N VENTURA RD	1,396.12
132-0-210-345	300 BIG SUR RIVER PL	1,396.12	133-0-180-675	3333 N VENTURA RD	1,396.12
132-0-210-355	302 BIG SUR RIVER PL	1,396.12	133-0-180-685	3335 N VENTURA RD	1,716.10
132-0-210-365	304 BIG SUR RIVER PL	1,396.12	133-0-180-695	3337 N VENTURA RD	1,716.10
132-0-210-375	306 BIG SUR RIVER PL	1,396.12	133-0-180-705	3339 N VENTURA RD	1,396.12
132-0-210-385	308 BIG SUR RIVER PL	1,396.12	133-0-180-715	3341 N VENTURA RD	1,716.10
132-0-210-395	310 BIG SUR RIVER PL	1,396.12	133-0-180-725	3343 N VENTURA RD	1,396.12
132-0-210-405	301 AMERICAN RIVER CT	1,396.12	133-0-180-735	3345 N VENTURA RD	1,716.10
132-0-210-415	303 AMERICAN RIVER CT	1,396.12	133-0-180-745	3347 N VENTURA RD	1,396.12
132-0-210-425	305 AMERICAN RIVER CT	1,396.12	133-0-180-755	3349 N VENTURA RD	1,716.10
132-0-210-435	307 AMERICAN RIVER CT	1,396.12	133-0-180-765	3361 OXNARD BLVD	1,396.12
132-0-210-445	309 AMERICAN RIVER CT	1,396.12	133-0-180-775	3363 OXNARD BLVD	1,716.10
132-0-210-455	311 AMERICAN RIVER CT	1,396.12	133-0-180-785	3365 OXNARD BLVD	1,716.10
132-0-210-465	312 BIG SUR RIVER PL	1,396.12	133-0-180-795	3367 OXNARD BLVD	1,396.12
132-0-210-475	314 BIG SUR RIVER PL	1,396.12	133-0-180-805	3369 OXNARD BLVD	1,716.10
132-0-210-485	316 BIG SUR RIVER PL	1,396.12	133-0-180-815	3371 OXNARD BLVD	1,396.12
132-0-210-495	318 BIG SUR RIVER PL	1,716.10	133-0-220-015	3240 LONDON LN	1,877.98
132-0-210-505	313 AMERICAN RIVER CT	1,396.12	133-0-220-025	3242 LONDON LN	1,877.98
132-0-210-515	315 AMERICAN RIVER CT	1,396.12	133-0-220-035	3244 LONDON LN	1,396.12
132-0-210-525	317 AMERICAN RIVER CT	1,396.12	133-0-220-045	3251 MOSS LANDING BLVD	1,396.12
132-0-210-535	319 AMERICAN RIVER CT	1,716.10	133-0-220-055	3247 MOSS LANDING BLVD	1,877.98
132-0-210-545	330 BIG SUR RIVER PL	1,396.12	133-0-220-065	3245 MOSS LANDING BLVD	1,877.98
132-0-210-555	328 BIG SUR RIVER PL	1,396.12	133-0-220-075	3243 MOSS LANDING BLVD	1,877.98
132-0-210-565	326 BIG SUR RIVER PL	1,396.12	133-0-220-085	3241 MOSS LANDING BLVD	1,877.98
132-0-210-575	324 BIG SUR RIVER PL	1,396.12	133-0-220-095	3239 MOSS LANDING BLVD	1,396.12
132-0-210-585	322 BIG SUR RIVER PL	1,396.12	133-0-220-105	3230 N OXNARD BLVD	1,396.12
132-0-210-595	320 BIG SUR RIVER PL	1,396.12	133-0-220-115	3240 N OXNARD BLVD	1,877.98
132-0-210-605	331 AMERICAN RIVER CT	1,396.12	133-0-220-125	3250 N OXNARD BLVD	1,877.98
132-0-210-615	329 AMERICAN RIVER CT	1,396.12	133-0-220-135	3248 LONDON LN	1,877.98
132-0-210-625	327 AMERICAN RIVER CT	1,396.12	133-0-220-145	3250 LONDON LN	1,877.98
132-0-210-635	325 AMERICAN RIVER CT	1,396.12	133-0-220-155	3246 LONDON LN	1,396.12
132-0-210-645	323 AMERICAN RIVER CT	1,396.12	133-0-220-165	3253 MOSS LANDING BLVD	1,396.12
132-0-210-655	321 AMERICAN RIVER CT	1,396.12	133-0-220-175	3257 MOSS LANDING BLVD	1,877.98
132-0-230-195	500 FOREST PARK BLVD	56,661.38	133-0-220-185	3255 MOSS LANDING BLVD	1,877.98
132-0-230-205	500 FOREST PARK BLVD	56,661.38	133-0-220-195	3252 LONDON LN	1,877.98
132-0-230-225	470 FOREST PARK BLVD	118,887.72	133-0-220-205	3254 LONDON LN	1,877.98
132-0-230-235	401 DANVERS RIVER DR	26,812.96	133-0-220-215	3256 LONDON LN	1,396.12
132-0-251-015	648 FLATHEAD RIVER ST	1,716.10	133-0-220-225	3259 MOSS LANDING BLVD	1,396.12
132-0-251-025	646 FLATHEAD RIVER ST	1,716.10	133-0-220-235	3263 MOSS LANDING BLVD	1,877.98
132-0-251-035	644 FLATHEAD RIVER ST	1,716.10	133-0-220-245	3261 MOSS LANDING BLVD	1,877.98
132-0-251-045	642 FLATHEAD RIVER ST	1,716.10	133-0-220-255	3258 LONDON LN	1,877.98
132-0-251-055	640 FLATHEAD RIVER ST	1,716.10	133-0-220-265	3260 LONDON LN	1,877.98
132-0-251-065	638 FLATHEAD RIVER ST	1,716.10	133-0-220-275	3262 LONDON LN	1,396.12
132-0-251-075	636 FLATHEAD RIVER ST	1,716.10	133-0-220-285	3265 MOSS LANDING BLVD	1,396.12
132-0-251-085	634 FLATHEAD RIVER ST	1,716.10	133-0-220-295	3269 MOSS LANDING BLVD	1,877.98
132-0-251-095	632 FLATHEAD RIVER ST	1,716.10	133-0-220-305	3267 MOSS LANDING BLVD	1,877.98
132-0-251-105	630 FLATHEAD RIVER ST	1,716.10	133-0-220-315	3264 LONDON LN	1,877.98
132-0-251-115	628 FLATHEAD RIVER ST	1,716.10	133-0-220-325	3266 LONDON LN	1,877.98
132-0-251-125	626 FLATHEAD RIVER ST	1,716.10	133-0-220-335	3268 LONDON LN	1,396.12
132-0-251-135	624 FLATHEAD RIVER ST	1,716.10	133-0-220-345	3275 MOSS LANDING BLVD	1,396.12
132-0-251-145	622 FLATHEAD RIVER ST	1,716.10	133-0-220-355	3273 MOSS LANDING BLVD	1,877.98
132-0-251-155	620 FLATHEAD RIVER ST	1,716.10	133-0-220-365	3271 MOSS LANDING BLVD	1,877.98
132-0-251-165	614 FLATHEAD RIVER ST	1,716.10	133-0-220-375	3253 LONDON LN	1,716.10
132-0-251-175	612 FLATHEAD RIVER ST	1,716.10	133-0-220-385	3251 LONDON LN	2,204.26
132-0-251-185	610 FLATHEAD RIVER ST	1,716.10	133-0-220-395	3249 LONDON LN	1,877.98
132-0-251-195	608 FLATHEAD RIVER ST	1,716.10	133-0-220-405	3245 LONDON LN	1,877.98
132-0-251-205	606 FLATHEAD RIVER ST	1,716.10	133-0-220-415	3247 LONDON LN	2,204.26
132-0-251-215	604 FLATHEAD RIVER ST	1,716.10	133-0-220-425	3243 LONDON LN	1,716.10
132-0-251-225	602 FLATHEAD RIVER ST	1,716.10	133-0-220-435	3260 N OXNARD BLVD	1,877.98

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2020-21 LEVY

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-251-235	600 FLATHEAD RIVER ST	1,716.10	133-0-220-445	3270 N OXNARD BLVD	2,204.26
132-0-251-245	514 FLATHEAD RIVER ST	1,716.10	133-0-220-455	3280 N OXNARD BLVD	1,716.10
132-0-251-255	512 FLATHEAD RIVER ST	1,716.10	133-0-220-465	3241 LONDON LN	1,716.10
132-0-251-265	510 FLATHEAD RIVER ST	1,716.10	133-0-220-475	3239 LONDON LN	2,204.26
132-0-251-275	508 FLATHEAD RIVER ST	1,716.10	133-0-220-485	3237 LONDON LN	1,877.98
132-0-251-285	506 FLATHEAD RIVER ST	1,716.10	133-0-220-495	3235 LONDON LN	1,716.10
132-0-251-295	504 FLATHEAD RIVER ST	1,716.10	133-0-220-505	3233 LONDON LN	2,204.26
132-0-251-305	502 FLATHEAD RIVER ST	1,716.10	133-0-220-515	3231 LONDON LN	1,877.98
132-0-251-315	500 FLATHEAD RIVER ST	1,716.10	133-0-220-525	3161 LODON LN	1,877.98
132-0-251-325	3007 MOONLIGHT PARK AVE	2,366.14	133-0-220-535	3159 LONDON LN	2,204.26
132-0-251-335	3005 MOONLIGHT PARK AVE	2,366.14	133-0-220-545	3157 LONDON LN	1,716.10
132-0-251-345	3003 MOONLIGHT PARK AVE	2,366.14	133-0-220-555	3155 LONDON LN	1,877.98
132-0-251-355	3001 MOONLIGHT PARK AVE	2,366.14	133-0-220-565	3153 LONDON LN	2,204.26
132-0-251-365	639 FOREST PARK BLVD	2,204.26	133-0-220-575	3151 LONDON LN	1,716.10
132-0-251-375	637 FOREST PARK BLVD	1,877.98	133-0-220-595	3166 N OXNARD BLVD	1,877.98
132-0-251-385	635 FOREST PARK BLVD	1,877.98	133-0-220-605	3168 N OXNARD BLVD	2,204.26
132-0-251-395	633 FOREST PARK BLVD	2,204.26	133-0-220-615	3170 N OXNARD BLVD	1,716.10
132-0-251-405	631 FOREST PARK BLVD	1,877.98	133-0-220-625	3160 N OXNARD BLVD	1,716.10
132-0-251-415	629 FOREST PARK BLVD	1,877.98	133-0-220-635	3162 N OXNARD BLVD	2,204.26
132-0-251-425	627 FOREST PARK BLVD	2,204.26	133-0-220-645	3164 N OXNARD BLVD	1,877.98
132-0-251-435	625 FOREST PARK BLVD	2,204.26	133-0-230-015	601 GARONNE ST	1,716.10
132-0-251-445	623 FOREST PARK BLVD	1,877.98	133-0-230-025	611 GARONNE ST	1,877.98
132-0-251-455	621 FOREST PARK BLVD	2,204.26	133-0-230-035	621 GARONNE ST	1,877.98
132-0-251-465	519 FOREST PARK BLVD	2,204.26	133-0-230-045	631 GARONNE ST	1,877.98
132-0-251-475	517 FOREST PARK BLVD	1,877.98	133-0-230-055	641 GARONNE ST	1,877.98
132-0-251-485	515 FOREST PARK BLVD	2,204.26	133-0-230-065	651 GARONNE ST	1,877.98
132-0-251-495	513 FOREST PARK BLVD	2,204.26	133-0-230-075	661 GARONNE ST	1,716.10
132-0-251-505	511 FOREST PARK BLVD	1,877.98	133-0-230-085	3100 N OXNARD BLVD	2,366.14
132-0-251-515	509 FOREST PARK BLVD	1,877.98	133-0-230-095	3102 N OXNARD BLVD	2,204.26
132-0-251-525	507 FOREST PARK BLVD	2,204.26	133-0-230-105	3104 N OXNARD BLVD	2,204.26
132-0-251-535	505 FOREST PARK BLVD	2,204.26	133-0-230-115	3106 N OXNARD BLVD	2,204.26
132-0-251-545	503 FOREST PARK BLVD	1,877.98	133-0-230-125	3108 N OXNARD BLVD	2,204.26
132-0-251-555	501 FOREST PARK BLVD	2,204.26	133-0-230-135	3110 N OXNARD BLVD	2,366.14
132-0-251-565	617 FOREST PARK BLVD	2,204.26	133-0-230-145	3112 N OXNARD BLVD	2,366.14
132-0-251-575	615 FOREST PARK BLVD	1,877.98	133-0-230-155	3114 N OXNARD BLVD	2,204.26
132-0-251-585	613 FOREST PARK BLVD	2,204.26	133-0-230-165	3116 N OXNARD BLVD	2,204.26
132-0-251-595	611 FOREST PARK BLVD	2,204.26	133-0-230-175	3118 N OXNARD BLVD	2,366.14
132-0-251-605	609 FOREST PARK BLVD	1,877.98	133-0-230-185	3135 LONDON LN	1,716.10
132-0-251-615	607 FOREST PARK BLVD	1,877.98	133-0-230-195	3133 LONDON LN	1,877.98
132-0-251-625	605 FOREST PARK BLVD	2,204.26	133-0-230-205	3131 LONDON LN	1,877.98
132-0-251-635	603 FOREST PARK BLVD	2,204.26	133-0-230-215	3125 LONDON LN	1,877.98
132-0-251-645	601 FOREST PARK BLVD	2,204.26	133-0-230-225	3123 LONDON LN	1,877.98
132-0-251-655	3008 N OXNARD BLVD	2,204.26	133-0-230-235	3121 LONDON LN	1,716.10
132-0-251-665	3010 N OXNARD BLVD	2,204.26	133-0-230-245	3115 LONDON LN	1,716.10
132-0-251-675	3012 N OXNARD BLVD	2,204.26	133-0-230-255	3113 LONDON LN	1,877.98
132-0-251-685	3014 N OXNARD BLVD	2,204.26	133-0-230-265	3111 LONDON LN	1,877.98
132-0-252-015	614 GREEN RIVER ST	1,716.10	133-0-230-275	3109 LONDON LN	1,877.98
132-0-252-025	612 GREEN RIVER ST	1,716.10	133-0-230-285	3107 LONDON LN	1,877.98
132-0-252-035	610 GREEN RIVER ST	1,716.10	133-0-230-295	3105 LONDON LN	1,877.98
132-0-252-045	608 GREEN RIVER ST	1,716.10	133-0-230-305	3103 LONDON LN	1,877.98
132-0-252-055	606 GREEN RIVER ST	1,716.10	133-0-230-315	3101 LONDON LN	1,716.10
132-0-252-065	604 GREEN RIVER ST	1,716.10	133-0-230-325	3051 LONDON LN	1,716.10
132-0-252-075	602 GREEN RIVER ST	1,716.10	133-0-230-335	3049 LONDON LN	1,877.98
132-0-252-085	3025 MOSS LANDING BLVD	1,716.10	133-0-230-345	3047 LONDON LN	1,877.98
132-0-252-095	3023 MOSS LANDING BLVD	1,716.10	133-0-230-355	3045 LONDON LN	1,877.98
132-0-252-105	3021 MOSS LANDING BLVD	1,716.10	133-0-230-365	3039 LONDON LN	1,877.98
132-0-252-115	3019 MOSS LANDING BLVD	1,716.10	133-0-230-375	3037 LONDON LN	1,716.10
132-0-252-125	3017 MOSS LANDING BLVD	1,716.10	133-0-230-385	3122 N OXNARD BLVD	2,366.14
132-0-252-135	3015 MOSS LANDING BLVD	1,716.10	133-0-230-395	3124 N OXNARD BLVD	2,204.26

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2020-21 LEVY

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-252-145	3013 MOSS LANDING BLVD	1,716.10	133-0-230-405	3126 N OXNARD BLVD	2,204.26
132-0-252-155	3011 MOSS LANDING BLVD	1,716.10	133-0-230-415	3128 N OXNARD BLVD	2,204.26
132-0-252-165	603 FLATHEAD RIVER ST	1,716.10	133-0-230-425	3130 N OXNARD BLVD	2,204.26
132-0-252-175	605 FLATHEAD RIVER ST	1,716.10	133-0-230-435	3132 N OXNARD BLVD	2,366.14
132-0-252-185	607 FLATHEAD RIVER ST	1,716.10	133-0-241-015	661 SEINE RIVER WAY	2,319.14
132-0-252-195	609 FLATHEAD RIVER ST	1,716.10	133-0-241-025	665 SEINE RIVER WAY	2,046.50
132-0-252-205	611 FLATHEAD RIVER ST	1,716.10	133-0-241-035	669 SEINE RIVER WAY	2,319.14
132-0-252-215	613 FLATHEAD RIVER ST	1,716.10	133-0-241-045	671 SEINE RIVER WAY	2,319.14
132-0-252-225	615 FLATHEAD RIVER ST	1,716.10	133-0-241-055	675 SEINE RIVER WAY	2,046.50
132-0-252-235	646 GREEN RIVER ST	1,716.10	133-0-241-065	679 SEINE RIVER WAY	2,319.14
132-0-252-245	644 GREEN RIVER ST	1,716.10	133-0-241-075	681 SEINE RIVER WAY	2,046.50
132-0-252-255	642 GREEN RIVER ST	1,716.10	133-0-241-085	683 SEINE RIVER WAY	2,319.14
132-0-252-265	640 GREEN RIVER ST	1,716.10	133-0-241-095	685 SEINE RIVER WAY	2,319.14
132-0-252-275	638 GREEN RIVER ST	1,716.10	133-0-241-105	3560 ALBION DR	2,319.14
132-0-252-285	636 GREEN RIVER ST	1,716.10	133-0-241-115	3564 ALBION DR	2,046.50
132-0-252-295	634 GREEN RIVER ST	1,716.10	133-0-241-125	3574 ALBION DR	2,319.14
132-0-252-305	630 GREEN RIVER ST	1,716.10	133-0-241-135	3584 ALBION DR	2,046.50
132-0-252-315	628 GREEN RIVER ST	1,716.10	133-0-241-145	3594 ALBION DR	2,319.14
132-0-252-325	624 GREEN RIVER ST	1,716.10	133-0-241-155	678 TIBER RIVER WAY	2,046.50
132-0-252-335	622 GREEN RIVER ST	1,716.10	133-0-241-165	676 TIBER RIVER WAY	2,319.14
132-0-252-345	620 GREEN RIVER ST	1,716.10	133-0-241-175	674 TIBER RIVER WAY	2,319.14
132-0-252-355	625 FLATHEAD RIVER ST	1,716.10	133-0-241-185	672 TIBER RIVER WAY	2,319.14
132-0-252-365	627 FLATHEAD RIVER ST	1,716.10	133-0-241-195	670 TIBER RIVER WAY	2,046.50
132-0-252-375	629 FLATHEAD RIVER ST	1,716.10	133-0-241-205	668 TIBER RIVER WAY	2,319.14
132-0-252-385	631 FLATHEAD RIVER ST	1,716.10	133-0-241-215	664 TIBER RIVER WAY	2,046.50
132-0-252-395	633 FLATHEAD RIVER ST	1,716.10	133-0-241-225	662 TIBER RIVER WAY	2,319.14
132-0-252-405	637 FLATHEAD RIVER ST	1,716.10	133-0-242-015	647 SEINE RIVER WAY	2,046.50
132-0-252-415	639 FLATHEAD RIVER ST	1,716.10	133-0-242-025	657 SEINE RIVER WAY	2,319.14
132-0-252-425	641 FLATHEAD RIVER ST	1,716.10	133-0-242-035	658 TIBER RIVER WAY	2,319.14
132-0-252-435	643 FLATHEAD RIVER ST	1,716.10	133-0-242-045	648 TIBER RIVER WAY	2,319.14
132-0-252-445	645 FLATHEAD RIVER ST	1,716.10	133-0-242-055	638 TIBER RIVER WAY	2,046.50
132-0-252-455	647 FLATHEAD RIVER ST	1,716.10	133-0-243-015	663 TIBER RIVER WAY	2,319.14
132-0-252-465	649 FLATHEAD RIVER ST	1,716.10	133-0-243-025	665 TIBER RIVER WAY	2,319.14
132-0-252-475	3020 N OXNARD BLVD	2,204.26	133-0-243-035	NOT AVAILABLE	2,046.50
132-0-252-485	3022 N OXNARD BLVD	1,877.98	133-0-243-045	669 TIBER RIVER WAY	2,319.14
132-0-252-495	3024 N OXNARD BLVD	1,877.98	133-0-243-055	671 TIBER RIVER WAY	2,046.50
132-0-252-505	3026 N OXNARD BLVD	2,204.26	133-0-243-065	673 TIBER RIVER WAY	2,046.50
132-0-252-515	3028 N OXNARD BLVD	2,204.26	133-0-243-085	675 TIBER RIVER WAY	2,046.50
132-0-252-525	3030 N OXNARD BLVD	1,877.98	133-0-243-095	677 TIBER RIVER WAY	2,046.50
132-0-252-535	3032 N OXNARD BLVD	2,204.26	133-0-243-105	678 WHALEN WAY	2,910.62
132-0-260-015	416 GREEN RIVER ST	1,716.10	133-0-243-115	676 WHALEN WAY	2,522.88
132-0-260-025	414 GREEN RIVER ST	1,716.10	133-0-243-125	674 WHALEN WAY	2,319.14
132-0-260-035	412 GREEN RIVER ST	1,716.10	133-0-243-135	672 WHALEN WAY	2,910.62
132-0-260-045	410 GREEN RIVER ST	1,716.10	133-0-243-145	670 WHALEN WAY	2,522.88
132-0-260-055	408 GREEN RIVER ST	1,716.10	133-0-243-155	668 WHALEN WAY	2,910.62
132-0-260-065	407 FLATHEAD RIVER ST	1,716.10	133-0-243-165	664 WHALEN WAY	2,319.14
132-0-260-075	417 FLATHEAD RIVER ST	1,716.10	133-0-244-015	619 TIBER RIVER WAY	2,319.14
132-0-260-085	427 FLATHEAD RIVER ST	1,716.10	133-0-244-025	629 TIBER RIVER WAY	2,522.88
132-0-260-095	437 FLATHEAD RIVER ST	1,716.10	133-0-244-035	639 TIBER RIVER WAY	2,910.62
132-0-260-105	447 FLATHEAD RIVER ST	1,716.10	133-0-244-045	649 TIBER RIVER WAY	2,319.14
132-0-260-115	457 FLATHEAD RIVER ST	1,716.10	133-0-244-055	650 WHALEN WAY	2,910.62
132-0-260-125	3010 MOONLIGHT PARK AVE	1,716.10	133-0-244-065	640 WHALEN WAY	2,522.88
132-0-260-135	3012 MOONLIGHT PARK AVE	1,716.10	133-0-244-075	630 WHALEN WAY	2,319.14
132-0-260-145	3014 MOONLIGHT PARK AVE	1,716.10	133-0-244-085	620 WHALEN WAY	2,522.88
132-0-260-155	3016 MOONLIGHT PARK AVE	1,716.10	133-0-245-015	601 WHALEN WAY	2,910.62
132-0-260-165	3018 MOONLIGHT PARK AVE	1,716.10	133-0-245-025	611 WHALEN WAY	2,319.14
132-0-260-175	3020 MOONLIGHT PARK AVE	1,716.10	133-0-245-035	621 WHALEN WAY	2,522.88
132-0-260-185	3022 MOONLIGHT PARK AVE	1,716.10	133-0-245-045	631 WHALEN WAY	2,910.62
132-0-260-195	406 GARONNE ST	2,366.14	133-0-245-055	641 WHALEN WAY	2,319.14

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2020-21 LEVY

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-260-205	404 GARONNE ST	2,366.14	133-0-245-065	651 WHALEN WAY	2,522.88
132-0-260-215	402 GARONNE ST	2,366.14	133-0-245-075	665 WHALEN WAY	2,910.62
132-0-260-225	400 GARONNE ST	2,366.14	133-0-245-085	667 WHALEN WAY	2,522.88
132-0-260-235	401 FOREST PARK BLVD	2,366.14	133-0-245-095	669 WHALEN WAY	2,319.14
132-0-260-245	403 FOREST PARK BLVD	2,366.14	133-0-245-105	671 WHALEN WAY	2,522.88
132-0-260-255	405 FOREST PARK BLVD	2,366.14	133-0-245-115	673 WHALEN WAY	2,319.14
132-0-260-265	407 FOREST PARK BLVD	2,366.14	133-0-245-125	675 WHALEN WAY	2,910.62
132-0-260-275	409 FOREST PARK BLVD	2,366.14	133-0-245-135	677 WHALEN WAY	2,522.88
132-0-260-285	411 FOREST PARK BLVD	2,366.14	133-0-245-145	678 XANADU WAY	2,522.88
132-0-260-295	413 FOREST PARK BLVD	2,366.14	133-0-245-155	676 XANADU WAY	2,910.62
132-0-260-305	415 FOREST PARK BLVD	2,366.14	133-0-245-165	674 XANADU WAY	2,319.14
132-0-260-315	417 FOREST PARK BLVD	2,366.14	133-0-245-175	672 XANADU WAY	2,910.62
132-0-260-355	421 FOREST PARK BLVD	2,366.14	133-0-245-185	670 XANADU WAY	2,522.88
132-0-260-365	423 FOREST PARK BLVD	2,366.14	133-0-245-195	668 XANADU WAY	2,319.14
132-0-260-375	425 FOREST PARK BLVD	2,366.14	133-0-245-215	662 XANADU WAY	2,910.62
132-0-260-385	427 FOREST PARK BLVD	2,366.14	133-0-245-225	652 XANADU WAY	2,522.88
132-0-260-395	3006 MOONLIGHT PARK AVE	2,366.14	133-0-245-235	642 XANADU WAY	2,319.14
132-0-260-405	3004 MOONLIGHT PARK AVE	2,366.14	133-0-245-245	632 XANADU WAY	2,522.88
132-0-260-415	3002 MOONLIGHT PARK AVE	2,366.14	133-0-245-255	622 XANADU WAY	2,910.62
132-0-260-425	3000 MOONLIGHT PARK AVE	2,366.14	133-0-245-265	612 XANADU WAY	2,319.14
132-0-260-435	431 FOREST PARK BLVD	2,366.14	133-0-246-035	679 XANADU WAY	2,319.14
132-0-260-445	433 FOREST PARK BLVD	2,366.14	133-0-246-045	677 XANADU WAY	2,522.88
132-0-260-455	435 FOREST PARK BLVD	2,366.14	133-0-246-055	675 XANADU WAY	2,910.62
132-0-260-465	437 FOREST PARK BLVD	2,366.14	133-0-246-065	673 XANADU WAY	2,319.14
132-0-260-475	439 FOREST PARK BLVD	2,366.14	133-0-246-075	669 XANADU WAY	2,910.62
132-0-260-485	441 FOREST PARK BLVD	2,366.14	133-0-246-085	663 XANADU WAY	2,522.88
132-0-260-495	443 FOREST PARK BLVD	2,366.14	133-0-246-095	653 XANADU WAY	2,319.14
132-0-260-515	NOT AVAILABLE	4,188.40	133-0-246-105	643 XANADU WAY	2,910.62
132-0-260-525	NOT AVAILABLE	4,188.40	133-0-246-115	633 XANADU WAY	2,522.88
132-0-260-535	NOT AVAILABLE	2,792.26	133-0-246-125	623 XANADU WAY	2,910.62
132-0-260-545	NOT AVAILABLE	2,792.26	133-0-246-135	613 XANADU WAY	2,319.14
132-0-271-015	NOT AVAILABLE	1,396.12	133-0-246-145	603 XANADU WAY	2,522.88
132-0-271-025	NOT AVAILABLE	1,396.12	133-0-251-015	515 RIO GRANDE WAY	2,522.88
132-0-271-035	NOT AVAILABLE	1,396.12	133-0-251-025	525 RIO GRANDE WAY	2,319.14
132-0-271-045	NOT AVAILABLE	1,396.12	133-0-251-035	NOT AVAILABLE	2,910.62
132-0-271-055	NOT AVAILABLE	1,396.12	133-0-251-045	545 RIO GRANDE WAY	2,319.14
132-0-271-065	NOT AVAILABLE	1,396.12	133-0-251-055	555 RIO GRANDE WAY	2,522.88
132-0-271-075	NOT AVAILABLE	1,396.12	133-0-251-065	565 RIO GRANDE WAY	2,910.62
132-0-271-085	NOT AVAILABLE	1,396.12	133-0-251-075	3500 N OXNARD BLVD	2,319.14
132-0-271-095	NOT AVAILABLE	1,396.12	133-0-251-085	3512 N OXNARD BLVD	2,319.14
132-0-271-105	NOT AVAILABLE	1,396.12	133-0-251-095	3522 N OXNARD BLVD	2,319.14
132-0-271-115	NOT AVAILABLE	1,396.12	133-0-251-105	3532 N OXNARD BLVD	2,046.50
132-0-271-125	NOT AVAILABLE	1,396.12	133-0-251-115	3542 N OXNARD BLVD	2,319.14
132-0-271-135	NOT AVAILABLE	1,396.12	133-0-251-125	566 SEINE RIVER WAY	2,910.62
132-0-271-145	NOT AVAILABLE	1,396.12	133-0-251-135	566 SEINE RIVER WAY	2,522.88
132-0-271-155	714 FLATHEAD RIVER ST	1,716.10	133-0-251-145	546 SEINE RIVER WAY	2,910.62
132-0-271-165	712 FLATHEAD RIVER ST	1,716.10	133-0-251-155	536 SEINE RIVER WAY	2,319.14
132-0-271-175	710 FLATHEAD RIVER ST	1,716.10	133-0-251-165	526 SEINE RIVER WAY	2,910.62
132-0-271-185	708 FLATHEAD RIVER ST	1,716.10	133-0-251-175	516 SEINE RIVER WAY	2,522.88
132-0-271-195	706 FLATHEAD RIVER ST	1,716.10	133-0-251-185	3541 KINGS CANYON DR	2,319.14
132-0-271-205	704 FLATHEAD RIVER ST	1,716.10	133-0-251-195	3531 KINGS CANYON DR	2,319.14
132-0-271-215	702 FLATHEAD RIVER ST	1,716.10	133-0-251-205	3521 KINGS CANYON DR	2,319.14
132-0-271-225	NOT AVAILABLE	1,396.12	133-0-251-215	3511 KINGS CANYON DR	2,046.50
132-0-271-235	NOT AVAILABLE	1,396.12	133-0-251-225	3501 KINGS CANYON DR	2,319.14
132-0-271-245	NOT AVAILABLE	1,396.12	133-0-252-015	507 SEINE RIVER WAY	2,319.14
132-0-271-255	NOT AVAILABLE	1,396.12	133-0-252-025	517 SEINE RIVER WAY	2,046.50
132-0-271-265	NOT AVAILABLE	1,396.12	133-0-252-035	527 SEINE RIVER WAY	2,319.14
132-0-271-275	NOT AVAILABLE	1,396.12	133-0-252-045	537 SEINE RIVER WAY	2,319.14
132-0-271-285	3013 N OXNARD BLVD	2,204.26	133-0-252-055	547 SEINE RIVER WAY	2,046.50

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2020-21 LEVY

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-271-295	3011 N OXNARD BLVD	2,204.26	133-0-252-065	557 SEINE RIVER WAY	2,319.14
132-0-271-305	3009 N OXNARD BLVD	2,204.26	133-0-252-075	567 SEINE RIVER WAY	2,319.14
132-0-271-315	3007 N OXNARD BLVD	2,204.26	133-0-252-085	577 SEINE RIVER WAY	2,319.14
132-0-271-325	701 FOREST PARK BLVD	2,204.26	133-0-252-095	607 SEINE RIVER WAY	2,046.50
132-0-271-335	703 FOREST PARK BLVD	1,877.98	133-0-252-105	617 SEINE RIVER WAY	2,319.14
132-0-271-345	NOT AVAILABLE	2,204.26	133-0-252-115	627 SEINE RIVER WAY	2,046.50
132-0-271-355	707 FOREST PARK BLVD	2,204.26	133-0-252-125	637 SEINE RIVER WAY	2,319.14
132-0-271-365	709 FOREST PARK BLVD	1,877.98	133-0-252-135	628 TIBER RIVER WAY	2,319.14
132-0-271-375	711 FOREST PARK BLVD	1,877.98	133-0-252-145	618 TIBER RIVER WAY	2,046.50
132-0-271-385	713 FOREST PARK BLVD	2,204.26	133-0-252-155	608 TIBER RIVER WAY	2,319.14
132-0-271-395	717 FOREST PARK BLVD	2,204.26	133-0-252-165	600 TIBER RIVER WAY	2,046.50
132-0-271-405	719 FOREST PARK BLVD	1,877.98	133-0-252-175	568 TIBER RIVER WAY	2,319.14
132-0-271-415	721 FOREST PARK BLVD	2,204.26	133-0-252-185	558 TIBER RIVER WAY	2,319.14
132-0-271-425	723 FOREST PARK BLVD	2,204.26	133-0-252-195	548 TIBER RIVER WAY	2,319.14
132-0-271-435	725 FOREST PARK BLVD	1,877.98	133-0-252-205	538 TIBER RIVER WAY	2,046.50
132-0-271-445	727 FOREST PARK BLVD	1,877.98	133-0-252-215	528 TIBER RIVER WAY	2,319.14
132-0-271-455	729 FOREST PARK BLVD	2,204.26	133-0-252-225	518 TIBER RIVER WAY	2,046.50
132-0-271-465	731 FOREST PARK BLVD	2,204.26	133-0-252-235	508 TIBER RIVER WAY	2,319.14
132-0-271-475	733 FOREST PARK BLVD	1,877.98	133-0-252-245	3591 KINGS CANYON DR	2,319.14
132-0-271-485	737 FOREST PARK BLVD	2,204.26	133-0-252-255	3581 KINGS CANYON DR	2,046.50
132-0-271-495	749 FOREST PARK BLVD	2,204.26	133-0-252-265	3571 KINGS CANYON DR	2,319.14
132-0-271-505	751 FOREST PARK BLVD	2,204.26	133-0-252-275	3561 KINGS CANYON DR	2,046.50
132-0-271-515	753 FOREST PARK BLVD	2,204.26	133-0-252-285	3551 KINGS CANYON DR	2,319.14
132-0-271-525	755 FOREST PARK BLVD	1,877.98	133-0-253-015	509 TIBER RIVER WAY	2,319.14
132-0-271-535	757 FOREST PARK BLVD	1,877.98	133-0-253-025	519 TIBER RIVER WAY	2,522.88
132-0-271-545	759 FOREST PARK BLVD	2,204.26	133-0-253-035	529 TIBER RIVER WAY	2,910.62
132-0-271-555	761 FOREST PARK BLVD	2,204.26	133-0-253-045	539 TIBER RIVER WAY	2,319.14
132-0-271-565	763 FOREST PARK BLVD	1,877.98	133-0-253-055	549 TIBER RIVER WAY	2,910.62
132-0-271-575	765 FOREST PARK BLVD	2,204.26	133-0-253-065	559 TIBER RIVER WAY	2,522.88
132-0-271-585	3010 VENTURA RD	2,204.26	133-0-253-075	601 TIBER RIVER WAY	2,319.14
132-0-271-595	3012 VENTURA RD	2,204.26	133-0-253-085	609 TIBER RIVER WAY	2,910.62
132-0-271-605	3014 VENTURA RD	2,204.26	133-0-253-095	610 WHALEN WAY	2,910.62
132-0-271-615	3016 VENTURA RD	2,204.26	133-0-253-105	600 WHALEN WAY	2,319.14
132-0-272-015	NOT AVAILABLE	1,396.12	133-0-253-115	550 WHALEN WAY	2,522.88
132-0-272-025	NOT AVAILABLE	1,396.12	133-0-253-125	540 WHALEN WAY	2,319.14
132-0-272-035	NOT AVAILABLE	1,396.12	133-0-253-135	530 WHALEN WAY	2,910.62
132-0-272-045	NOT AVAILABLE	1,396.12	133-0-253-145	520 WHALEN WAY	2,319.14
132-0-272-055	NOT AVAILABLE	1,396.12	133-0-253-155	510 WHALEN WAY	2,522.88
132-0-272-065	NOT AVAILABLE	1,396.12	133-0-254-015	511 WHALEN WAY	2,910.62
132-0-272-075	NOT AVAILABLE	1,396.12	133-0-254-025	521 WHALEN WAY	2,319.14
132-0-272-085	NOT AVAILABLE	1,396.12	133-0-254-035	531 WHALEN WAY	2,522.88
132-0-272-095	NOT AVAILABLE	1,396.12	133-0-254-045	541 WHALEN WAY	2,910.62
132-0-272-105	NOT AVAILABLE	1,396.12	133-0-254-055	551 WHALEN WAY	2,522.88
132-0-272-115	NOT AVAILABLE	1,396.12	133-0-254-065	561 WHALEN WAY	2,319.14
132-0-272-125	NOT AVAILABLE	1,396.12	133-0-254-075	602 XANADU WAY	2,910.62
132-0-272-135	NOT AVAILABLE	1,396.12	133-0-254-085	600 XANADU WAY	2,522.88
132-0-272-145	NOT AVAILABLE	1,396.12	133-0-254-095	552 XANADU WAY	2,910.62
132-0-272-155	NOT AVAILABLE	1,396.12	133-0-254-105	542 XANADU WAY	2,319.14
132-0-272-165	NOT AVAILABLE	1,396.12	133-0-254-115	532 XANADU WAY	2,522.88
132-0-272-175	NOT AVAILABLE	1,396.12	133-0-254-125	522 XANADU WAY	2,910.62
132-0-272-185	NOT AVAILABLE	1,396.12	133-0-254-135	512 XANADU WAY	2,319.14
132-0-272-195	NOT AVAILABLE	1,396.12	133-0-255-015	573 XANADU WAY	2,910.62
132-0-272-205	NOT AVAILABLE	1,396.12	133-0-255-025	563 XANADU WAY	2,319.14
132-0-272-215	NOT AVAILABLE	1,396.12	133-0-255-035	543 XANADU WAY	2,522.88
132-0-272-225	NOT AVAILABLE	1,396.12	133-0-260-025	3460 N OXNARD BLVD	2,319.14
132-0-272-235	NOT AVAILABLE	1,396.12	133-0-260-035	3462 N OXNARD BLVD	2,046.50
132-0-272-245	NOT AVAILABLE	1,396.12	133-0-260-045	3472 N OXNARD BLVD	2,319.14
132-0-272-255	NOT AVAILABLE	1,396.12	133-0-260-055	3482 N OXNARD BLVD	2,046.50
132-0-272-265	NOT AVAILABLE	1,396.12	133-0-260-065	3492 N OXNARD BLVD	2,319.14

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2020-21 LEVY

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-272-275	NOT AVAILABLE	1,396.12	133-0-260-075	564 RIO GRANDE WAY	2,522.88
132-0-272-285	NOT AVAILABLE	1,396.12	133-0-260-085	554 RIO GRANDE WAY	2,910.62
132-0-272-295	NOT AVAILABLE	1,396.12	133-0-260-095	544 RIO GRANDE WAY	2,319.14
132-0-272-305	NOT AVAILABLE	1,396.12	133-0-260-105	534 RIO GRANDE WAY	2,522.88
132-0-272-315	NOT AVAILABLE	1,396.12	133-0-260-115	524 RIO GRANDE WAY	2,319.14
132-0-272-325	NOT AVAILABLE	1,396.12	133-0-260-125	514 RIO GRANDE WAY	2,910.62
132-0-272-335	NOT AVAILABLE	1,396.12	133-0-260-135	3491 KINGS CANYON DR	2,319.14
132-0-272-345	NOT AVAILABLE	1,396.12	133-0-260-145	3481 KINGS CANYON DR	2,046.50
132-0-272-355	NOT AVAILABLE	11,169.10	133-0-260-155	3471 KINGS CANYON DR	2,319.14
132-0-272-375	3033 N OXNARD BLVD	2,204.26	133-0-260-165	3461 KINGS CANYON DR	2,046.50
132-0-272-385	3031 N OXNARD BLVD	1,877.98	133-0-260-175	3451 KINGS CANYON DR	2,319.14
132-0-272-395	3029 N OXNARD BLVD	2,204.26	133-0-260-185	513 PLATTE WAY	2,910.62
132-0-272-405	3027 N OXNARD BLVD	2,204.26	133-0-260-195	523 PLATTE WAY	2,319.14
132-0-272-415	3025 N OXNARD BLVD	1,877.98	133-0-260-205	533 PLATTE WAY	2,522.88
132-0-272-425	3023 N OXNARD BLVD	1,877.98	133-0-260-215	543 PLATTE WAY	2,319.14
132-0-272-435	3021 N OXNARD BLVD	2,204.26	133-0-260-225	553 PLATTE WAY	2,522.88
132-0-272-445	NOT AVAILABLE	6,980.68	133-0-260-235	563 PLATTE WAY	2,910.62
132-0-272-455	NOT AVAILABLE	9,772.96	133-0-260-245	3459 N OXNARD BLVD	2,319.14
132-0-280-015	470 GARONNE ST	1,716.10	133-0-260-255	3457 OXNARD BLVD	2,046.50
132-0-280-025	468 GARONNE ST	1,716.10	133-0-260-265	3455 OXNARD BLVD	2,319.14
132-0-280-035	466 GARONNE ST	1,396.12	133-0-260-275	3453 OXNARD BLVD	2,319.14
132-0-280-045	464 GARONNE ST	1,396.12	133-0-260-285	3451 OXNARD BLVD	2,046.50
132-0-280-055	462 GARONNE ST	1,716.10	133-0-260-295	3450 N OXNARD BLVD	2,319.14
132-0-280-065	460 GARONNE ST	1,716.10	133-0-260-305	3452 N OXNARD BLVD	2,046.50
132-0-280-075	430 GARONNE ST	1,716.10	133-0-260-315	3454 N OXNARD BLVD	2,319.14
132-0-280-085	428 GARONNE ST	1,716.10	133-0-260-325	3456 N OXNARD BLVD	2,046.50
132-0-280-095	426 GARONNE ST	1,396.12	133-0-260-335	3458 N OXNARD BLVD	2,319.14
132-0-280-105	424 GARONNE ST	1,396.12	133-0-260-345	592 PLATTE WAY	2,522.88
132-0-280-115	422 GARONNE ST	1,716.10	133-0-260-355	588 PLATTE WAY	2,910.62
132-0-280-125	420 GARONNE ST	1,716.10	133-0-260-365	572 PLATTE WAY	2,319.14
132-0-280-135	421 GREEN RIVER ST	1,716.10	133-0-260-375	562 PLATTE WAY	2,522.88
132-0-280-145	423 GREEN RIVER ST	1,716.10	133-0-260-385	552 PLATTE WAY	2,910.62
132-0-280-155	425 GREEN RIVER ST	1,396.12	133-0-260-395	542 PLATTE WAY	2,522.88
132-0-280-165	427 GREEN RIVER ST	1,396.12	133-0-260-405	532 PLATTE WAY	2,319.14
132-0-280-175	429 GREEN RIVER ST	1,716.10	133-0-260-415	522 PLATTE WAY	2,522.88
132-0-280-185	431 GREEN RIVER ST	1,716.10	133-0-260-425	512 PLATTE WAY	2,910.62
132-0-280-195	NOT AVAILABLE	1,716.10	133-0-260-435	3441 KINGS CANYON DR	2,319.14
132-0-280-205	463 GREEN RIVER ST	1,716.10	133-0-260-445	3431 KINGS CANYON DR	2,046.50
132-0-280-215	465 GREEN RIVER ST	1,396.12	133-0-260-455	3421 KINGS CANYON DR	2,319.14
132-0-280-225	467 GREEN RIVER ST	1,396.12	133-0-260-465	3411 KINGS CANYON DR	2,319.14
132-0-280-235	469 GREEN RIVER ST	1,716.10	133-0-260-475	3401 KINGS CANYON DR	2,046.50
132-0-280-245	471 GREEN RIVER ST	1,716.10	133-0-260-485	511 OWENS RIVER DR	2,910.62
132-0-280-275	NOT AVAILABLE	6,224.50	133-0-260-495	521 OWENS RIVER DR	2,522.88
132-0-280-305	NOT AVAILABLE	4,508.38	133-0-260-505	531 OWENS RIVER DR	2,910.62
132-0-280-315	NOT AVAILABLE	4,508.38	133-0-260-515	541 OWENS RIVER DR	2,319.14
132-0-280-325	NOT AVAILABLE	4,508.38	133-0-260-525	551 OWENS RIVER DR	2,910.62
132-0-280-335	NOT AVAILABLE	4,508.38	133-0-260-535	561 OWENS RIVER DR	2,522.88
132-0-290-015	550 GARONNE ST	1,716.10	133-0-260-545	571 OWENS RIVER DR	2,319.14
132-0-290-025	548 GARONNE ST	1,396.12	133-0-260-555	581 OWENS RIVER DR	2,522.88
132-0-290-035	546 GARONNE ST	1,396.12	133-0-260-565	591 OWENS RIVER DR	2,910.62
132-0-290-045	544 GARONNE ST	1,396.12	133-0-271-015	659 OWENS RIVER DR	2,522.88
132-0-290-055	542 GARONNE ST	1,396.12	133-0-271-025	661 OWENS RIVER DR	2,910.62
132-0-290-065	540 GARONNE ST	1,716.10	133-0-271-035	663 OWENS RIVER DR	2,319.14
132-0-290-075	530 GARONNE ST	1,716.10	133-0-271-045	665 OWENS RIVER DR	2,910.62
132-0-290-085	528 GARONNE ST	1,716.10	133-0-271-055	667 OWENS RIVER DR	2,522.88
132-0-290-095	526 GARONNE ST	1,396.12	133-0-271-065	669 OWENS RIVER DR	2,910.62
132-0-290-105	524 GARONNE ST	1,396.12	133-0-271-075	671 OWENS RIVER DR	2,319.14
132-0-290-115	522 GARONNE ST	1,716.10	133-0-271-085	673 OWENS RIVER DR	2,910.62
132-0-290-125	520 GARONNE ST	1,716.10	133-0-271-095	675 OWENS RIVER DR	2,319.14

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2020-21 LEVY

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-290-135	521 GREEN RIVER ST	1,716.10	133-0-271-105	681 OWENS RIVER DR	2,910.62
132-0-290-145	523 GREEN RIVER ST	1,716.10	133-0-271-115	683 OWENS RIVER DR	2,319.14
132-0-290-155	525 GREEN RIVER ST	1,396.12	133-0-271-125	685 OWENS RIVER DR	2,910.62
132-0-290-165	527 GREEN RIVER ST	1,396.12	133-0-271-135	687 OWENS RIVER DR	2,522.88
132-0-290-175	529 GREEN RIVER ST	1,716.10	133-0-271-145	689 OWENS RIVER DR	2,910.62
132-0-290-185	531 GREEN RIVER ST	1,716.10	133-0-271-155	691 OWENS RIVER DR	2,319.14
132-0-290-195	601 GREEN RIVER ST	1,716.10	133-0-271-165	693 OWENS RIVER DR	2,522.88
132-0-290-205	603 GREEN RIVER ST	1,396.12	133-0-271-175	695 OWENS RIVER DR	2,910.62
132-0-290-215	605 GREEN RIVER ST	1,396.12	133-0-271-195	692 PLATTE WAY	2,910.62
132-0-290-225	607 GREEN RIVER ST	1,396.12	133-0-271-205	690 PLATTE WAY	2,319.14
132-0-290-235	609 GREEN RIVER ST	1,396.12	133-0-271-215	688 PLATTE WAY	2,522.88
132-0-290-245	611 GREEN RIVER ST	1,716.10	133-0-271-225	686 PLATTE WAY	2,319.14
132-0-290-275	NOT AVAILABLE	9,016.78	133-0-271-235	684 PLATTE WAY	2,910.62
132-0-290-285	NOT AVAILABLE	3,112.24	133-0-271-245	682 PLATTE WAY	2,319.14
132-0-290-295	NOT AVAILABLE	6,224.50	133-0-271-255	680 PLATTE WAY	2,910.62
132-0-290-305	NOT AVAILABLE	5,904.52	133-0-271-265	678 PLATTE WAY	2,522.88
132-0-300-015	NOT AVAILABLE	18,033.56	133-0-271-275	676 PLATTE WAY	2,910.62
132-0-300-025	NOT AVAILABLE	9,016.78	133-0-271-285	674 PLATTE WAY	2,319.14
132-0-300-045	NOT AVAILABLE	15,241.28	133-0-271-295	672 PLATTE WAY	2,910.62
132-0-300-055	NOT AVAILABLE	12,449.02	133-0-271-305	670 PLATTE WAY	2,522.88
132-0-311-025	2850 N OXNARD BLVD	21,667.56	133-0-271-315	668 PLATTE WAY	2,910.62
132-0-311-055	2766 SEAGLASS WAY	9,884.84	133-0-271-325	664 PLATTE WAY	2,319.14
132-0-311-105	400 TOWN CENTER DR	9,975.68	133-0-271-335	662 PLATTE WAY	2,522.88
132-0-311-115	681 TOWN CENTER DR	841.68	133-0-271-345	660 PLATTE WAY	2,910.62
132-0-311-125	691 TOWN CENTER DR	501.44	133-0-272-015	665 PLATTE WAY	2,522.88
132-0-311-135	598 TOWN CENTER DR	1,162.76	133-0-272-025	667 PLATTE WAY	2,910.62
132-0-311-175	NOT AVAILABLE	96,322.32	133-0-272-035	669 PLATTE WAY	2,319.14
132-0-311-185	656 TOWN CENTER WAY	7,476.90	133-0-272-045	671 PLATTE WAY	2,910.62
132-0-311-195	670 TOWN CENTER WAY	545.52	133-0-272-055	673 PLATTE WAY	2,319.14
132-0-320-035	295 RIVERPARK BLVD	27,318.88	133-0-272-065	675 PLATTE WAY	2,522.88
132-0-320-045	287 RIVERPARK BLVD	33,389.74	133-0-272-075	679 PLATTE WAY	2,910.62
132-0-320-055	287 RIVERPARK BLVD	10,118.10	133-0-272-085	3414 ALBION DR	2,319.14
132-0-330-015	361 RIVERPARK BLVD	508.28	133-0-272-095	3424 ALBION DR	2,319.14
132-0-330-025	361 RIVERPARK BLVD	508.28	133-0-272-105	3434 ALBION DR	2,046.50
132-0-330-035	361 RIVERPARK BLVD	508.28	133-0-272-115	3444 ALBION DR	2,319.14
132-0-330-045	361 RIVERPARK BLVD	508.28	133-0-272-125	3454 ALBION DR	2,319.14
132-0-330-055	361 RIVERPARK BLVD	508.28	133-0-272-135	3464 ALBION DR	2,046.50
132-0-330-065	361 RIVERPARK BLVD	508.28	133-0-272-145	3474 ALBION DR	2,319.14
132-0-330-075	361 RIVERPARK BLVD	508.28	133-0-272-155	680 RIO GRANDE WAY	2,910.62
132-0-330-085	361 RIVERPARK BLVD	508.28	133-0-272-165	678 RIO GRANDE WAY	2,522.88
132-0-330-095	361 RIVERPARK BLVD	508.28	133-0-272-175	676 RIO GRANDE WAY	2,319.14
132-0-330-105	361 RIVERPARK BLVD	508.28	133-0-272-185	674 RIO GRANDE WAY	2,522.88
132-0-330-115	361 RIVERPARK BLVD	508.28	133-0-272-195	672 RIO GRANDE WAY	2,319.14
132-0-330-125	361 RIVERPARK BLVD	508.28	133-0-272-205	670 RIO GRANDE WAY	2,522.88
132-0-340-015	359 RIVERPARK BLVD	508.28	133-0-272-215	3495 N OXNARD BLVD	2,319.14
132-0-340-025	359 RIVERPARK BLVD	508.28	133-0-272-225	3493 N OXNARD BLVD	2,046.50
132-0-340-035	359 RIVERPARK BLVD	508.28	133-0-272-235	3483 N OXNARD BLVD	2,319.14
132-0-340-045	359 RIVERPARK BLVD	508.28	133-0-272-245	3473 N OXNARD BLVD	2,046.50
132-0-340-055	359 RIVERPARK BLVD	508.28	133-0-272-255	3463 N OXNARD BLVD	2,319.14
132-0-340-065	359 RIVERPARK BLVD	508.28	133-0-273-015	671 RIO GRANDE WAY	2,910.62
132-0-340-075	359 RIVERPARK BLVD	508.28	133-0-273-025	673 RIO GRANDE WAY	2,319.14
132-0-340-085	359 RIVERPARK BLVD	508.28	133-0-273-035	675 RIO GRANDE WAY	2,522.88
132-0-340-095	359 RIVERPARK BLVD	508.28	133-0-273-045	677 RIO GRANDE WAY	2,910.62
132-0-340-105	359 RIVERPARK BLVD	508.28	133-0-273-055	3500 ALBION DR	2,319.14
132-0-340-115	359 RIVERPARK BLVD	508.28	133-0-273-065	3514 ALBION DR	2,046.50
132-0-340-125	359 RIVERPARK BLVD	508.28	133-0-273-075	3524 ALBION DR	2,319.14
132-0-350-015	357 RIVERPARK BLVD	508.28	133-0-273-085	3534 ALBION DR	2,046.50
132-0-350-025	357 RIVERPARK BLVD	508.28	133-0-273-095	3544 ALBION DR	2,319.14
132-0-350-035	357 RIVERPARK BLVD	508.28	133-0-273-105	3554 ALBION DR	2,319.14

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2020-21 LEVY

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-350-045	357 RIVERPARK BLVD	508.28	133-0-273-115	684 SEINE RIVER WAY	2,910.62
132-0-350-055	357 RIVERPARK BLVD	508.28	133-0-273-125	682 SEINE RIVER WAY	2,522.88
132-0-350-065	357 RIVERPARK BLVD	508.28	133-0-273-135	680 SEINE RIVER WAY	2,522.88
132-0-350-075	357 RIVERPARK BLVD	508.28	133-0-273-145	3533 N OXNARD BLVD	2,319.14
132-0-350-085	357 RIVERPARK BLVD	508.28	133-0-273-155	3523 N OXNARD BLVD	2,046.50
132-0-350-095	357 RIVERPARK BLVD	508.28	133-0-273-165	3513 N OXNARD BLVD	2,319.14
132-0-350-105	357 RIVERPARK BLVD	508.28	133-0-273-175	3503 N OXNARD BLVD	2,319.14
132-0-350-115	357 RIVERPARK BLVD	508.28	133-0-273-185	3501 N OXNARD BLVD	2,046.50
132-0-350-125	357 RIVERPARK BLVD	508.28	133-0-280-015	3243 LISBON LN	1,396.12
132-0-360-015	355 RIVERPARK BLVD	508.28	133-0-280-025	3241 LISBON LN	1,877.98
132-0-360-025	355 RIVERPARK BLVD	508.28	133-0-280-035	3239 LISBON LN	1,877.98
132-0-360-035	355 RIVERPARK BLVD	508.28	133-0-280-045	3246 N VENTURA RD	1,877.98
132-0-360-045	355 RIVERPARK BLVD	508.28	133-0-280-055	3248 N VENTURA RD	1,877.98
132-0-360-055	355 RIVERPARK BLVD	508.28	133-0-280-065	3250 N VENTURA RD	1,396.12
132-0-360-065	355 RIVERPARK BLVD	508.28	133-0-280-075	3237 LISBON LN	1,396.12
132-0-360-075	355 RIVERPARK BLVD	508.28	133-0-280-085	3235 LISBON LN	1,877.98
132-0-360-085	355 RIVERPARK BLVD	508.28	133-0-280-095	3233 LISBON LN	1,877.98
132-0-360-095	355 RIVERPARK BLVD	508.28	133-0-280-105	3240 N VENTURA RD	1,396.12
132-0-360-105	355 RIVERPARK BLVD	508.28	133-0-280-115	3242 N VENTURA RD	1,877.98
132-0-360-115	355 RIVERPARK BLVD	508.28	133-0-280-125	3244 N VENTURA RD	1,877.98
132-0-360-125	355 RIVERPARK BLVD	508.28	133-0-280-135	3231 LISBON LN	1,396.12
132-0-370-015	353 RIVERPARK BLVD	508.28	133-0-280-145	3229 LISBON LN	1,877.98
132-0-370-025	353 RIVERPARK BLVD	508.28	133-0-280-155	3227 LISBON LN	1,877.98
132-0-370-035	353 RIVERPARK BLVD	508.28	133-0-280-165	3234 N VENTURA RD	1,396.12
132-0-370-045	353 RIVERPARK BLVD	508.28	133-0-280-175	3236 N VENTURA RD	1,877.98
132-0-370-055	353 RIVERPARK BLVD	508.28	133-0-280-185	3238 N VENTURA RD	1,877.98
132-0-370-065	353 RIVERPARK BLVD	508.28	133-0-280-195	3225 LISBON LN	1,877.98
132-0-370-075	353 RIVERPARK BLVD	508.28	133-0-280-205	3223 LISBON LN	1,877.98
132-0-370-085	353 RIVERPARK BLVD	508.28	133-0-280-215	3221 LISBON LN	1,396.12
132-0-370-095	353 RIVERPARK BLVD	508.28	133-0-280-225	3228 N VENTURA RD	1,396.12
132-0-370-105	353 RIVERPARK BLVD	508.28	133-0-280-235	3230 N VENTURA RD	1,877.98
132-0-370-115	353 RIVERPARK BLVD	508.28	133-0-280-245	3232 N VENTURA RD	1,877.98
132-0-370-125	353 RIVERPARK BLVD	508.28	133-0-280-255	3221 N OXNARD BLVD	1,877.98
132-0-380-015	351 RIVERPARK BLVD	508.28	133-0-280-265	3211 N OXNARD BLVD	2,204.26
132-0-380-025	351 RIVERPARK BLVD	508.28	133-0-280-275	3201 N OXNARD BLVD	1,716.10
132-0-380-035	351 RIVERPARK BLVD	508.28	133-0-280-285	3202 LISBON LN	1,716.10
132-0-380-045	351 RIVERPARK BLVD	508.28	133-0-280-295	3204 LISBON LN	2,204.26
132-0-380-055	351 RIVERPARK BLVD	508.28	133-0-280-305	3206 LISBON LN	1,877.98
132-0-380-065	351 RIVERPARK BLVD	508.28	133-0-280-315	3208 LISBON LN	1,877.98
132-0-380-075	351 RIVERPARK BLVD	508.28	133-0-280-325	3210 LISBON LN	2,204.26
132-0-380-085	351 RIVERPARK BLVD	508.28	133-0-280-335	3212 LISBON LN	1,716.10
132-0-380-095	351 RIVERPARK BLVD	508.28	133-0-280-345	3251 N OXNARD BLVD	1,716.10
132-0-380-105	351 RIVERPARK BLVD	508.28	133-0-280-355	3241 N OXNARD BLVD	2,204.26
132-0-380-115	351 RIVERPARK BLVD	508.28	133-0-280-365	3231 N OXNARD BLVD	1,877.98
132-0-380-125	351 RIVERPARK BLVD	508.28	133-0-280-375	3214 LISBON LN	1,716.10
132-0-390-015	323 RIVERPARK BLVD	508.28	133-0-280-385	3216 LISBON LN	2,204.26
132-0-390-025	323 RIVERPARK BLVD	508.28	133-0-280-395	3218 LISBON LN	1,877.98
132-0-390-035	323 RIVERPARK BLVD	508.28	133-0-280-405	3220 LISBON LN	1,877.98
132-0-390-045	323 RIVERPARK BLVD	508.28	133-0-280-415	3222 LISBON LN	2,204.26
132-0-390-055	323 RIVERPARK BLVD	508.28	133-0-280-425	3224 LISBON LN	1,716.10
132-0-390-065	323 RIVERPARK BLVD	508.28	133-0-290-015	3215 N VENTURA RD	1,396.12
132-0-390-075	323 RIVERPARK BLVD	508.28	133-0-290-025	3213 N VENTURA RD	1,716.10
132-0-390-085	323 RIVERPARK BLVD	508.28	133-0-290-035	3211 N VENTURA RD	1,396.12
132-0-390-095	323 RIVERPARK BLVD	508.28	133-0-290-045	3209 N VENTURA RD	1,716.10
132-0-390-105	323 RIVERPARK BLVD	508.28	133-0-290-055	3207 N VENTURA RD	1,716.10
132-0-390-115	323 RIVERPARK BLVD	508.28	133-0-290-065	3205 N VENTURA RD	1,396.12
132-0-390-125	323 RIVERPARK BLVD	508.28	133-0-290-075	3227 N VENTURA RD	1,396.12
132-0-400-015	321 RIVERPARK BLVD	508.28	133-0-290-085	3225 N VENTURA RD	1,716.10
132-0-400-025	321 RIVERPARK BLVD	508.28	133-0-290-095	3223 N VENTURA RD	1,396.12

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2020-21 LEVY

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-400-035	321 RIVERPARK BLVD	508.28	133-0-290-105	3221 N VENTURA RD	1,396.12
132-0-400-045	321 RIVERPARK BLVD	508.28	133-0-290-115	3219 N VENTURA RD	1,716.10
132-0-400-055	321 RIVERPARK BLVD	508.28	133-0-290-125	3217 N VENTURA RD	1,396.12
132-0-400-065	321 RIVERPARK BLVD	508.28	133-0-290-135	3239 N VENTURA RD	1,396.12
132-0-400-075	321 RIVERPARK BLVD	508.28	133-0-290-145	3237 N VENTURA RD	1,716.10
132-0-400-085	321 RIVERPARK BLVD	508.28	133-0-290-155	3235 N VENTURA RD	1,396.12
132-0-400-095	321 RIVERPARK BLVD	508.28	133-0-290-165	3233 N VENTURA RD	1,716.10
132-0-400-105	321 RIVERPARK BLVD	508.28	133-0-290-175	3231 N VENTURA RD	1,716.10
132-0-400-115	321 RIVERPARK BLVD	508.28	133-0-290-185	3229 N VENTURA RD	1,396.12
132-0-400-125	321 RIVERPARK BLVD	508.28	133-0-290-195	3251 N VENTURA RD	1,396.12
132-0-410-015	319 RIVERPARK BLVD	508.28	133-0-290-205	3249 N VENTURA RD	1,716.10
132-0-410-025	319 RIVERPARK BLVD	508.28	133-0-290-215	3247 N VENTURA RD	1,396.12
132-0-410-035	319 RIVERPARK BLVD	508.28	133-0-290-225	3245 N VENTURA RD	1,396.12
132-0-410-045	319 RIVERPARK BLVD	508.28	133-0-290-235	3243 N VENTURA RD	1,716.10
132-0-410-055	319 RIVERPARK BLVD	508.28	133-0-290-245	3241 N VENTURA RD	1,396.12
132-0-410-065	319 RIVERPARK BLVD	508.28	133-0-290-255	3219 LISBON LN	1,716.10
132-0-410-075	319 RIVERPARK BLVD	508.28	133-0-290-265	3217 LISBON LN	2,204.26
132-0-410-085	319 RIVERPARK BLVD	508.28	133-0-290-275	3215 LISBON LN	1,877.98
132-0-410-095	319 RIVERPARK BLVD	508.28	133-0-290-285	3222 N VENTURA RD	1,877.98
132-0-410-105	319 RIVERPARK BLVD	508.28	133-0-290-295	3224 N VENTURA RD	2,204.26
132-0-410-115	319 RIVERPARK BLVD	508.28	133-0-290-305	3226 N VENTURA RD	1,716.10
132-0-410-125	319 RIVERPARK BLVD	508.28	133-0-290-315	3213 LISBON LN	1,877.98
132-0-430-015	317 RIVERPARK BLVD	508.28	133-0-290-325	3211 LISBON LN	2,204.26
132-0-430-025	317 RIVERPARK BLVD	508.28	133-0-290-335	3209 LISBON LN	1,716.10
132-0-430-035	317 RIVERPARK BLVD	508.28	133-0-290-345	3210 N VENTURA RD	1,877.98
132-0-430-045	317 RIVERPARK BLVD	508.28	133-0-290-355	3212 N VENTURA RD	2,204.26
132-0-430-055	317 RIVERPARK BLVD	508.28	133-0-290-365	3214 N VENTURA RD	1,716.10
132-0-430-065	317 RIVERPARK BLVD	508.28	133-0-290-375	3216 N VENTURA RD	1,877.98
132-0-430-075	317 RIVERPARK BLVD	508.28	133-0-290-385	3218 N VENTURA RD	2,204.26
132-0-430-085	317 RIVERPARK BLVD	508.28	133-0-290-395	3220 N VENTURA RD	1,716.10
132-0-430-095	317 RIVERPARK BLVD	508.28	133-0-290-405	3207 LISBON LN	1,877.98
132-0-430-105	317 RIVERPARK BLVD	508.28	133-0-290-415	3205 LISBON LN	2,204.26
132-0-430-115	317 RIVERPARK BLVD	508.28	133-0-290-425	3203 LISBON LN	1,716.10
132-0-430-125	317 RIVERPARK BLVD	508.28	133-0-290-435	3204 N VENTURA RD	1,716.10
132-0-440-015	315 RIVERPARK BLVD	508.28	133-0-290-445	3206 N VENTURA RD	2,204.26
132-0-440-025	315 RIVERPARK BLVD	508.28	133-0-290-455	3208 N VENTURA RD	1,877.98
132-0-440-035	315 RIVERPARK BLVD	508.28	133-0-300-015	3121 N OXNARD BLVD	2,366.14
132-0-440-045	315 RIVERPARK BLVD	508.28	133-0-300-025	3123 N OXNARD BLVD	2,204.26
132-0-440-055	315 RIVERPARK BLVD	508.28	133-0-300-035	3125 N OXNARD BLVD	2,204.26
132-0-440-065	315 RIVERPARK BLVD	508.28	133-0-300-045	3127 N OXNARD BLVD	2,366.14
132-0-440-075	315 RIVERPARK BLVD	508.28	133-0-300-055	3131 N OXNARD BLVD	2,366.14
132-0-440-085	315 RIVERPARK BLVD	508.28	133-0-300-065	3133 N OXNARD BLVD	2,204.26
132-0-440-095	315 RIVERPARK BLVD	508.28	133-0-300-075	3141 N OXNARD BLVD	2,204.26
132-0-440-105	315 RIVERPARK BLVD	508.28	133-0-300-085	3151 N OXNARD BLVD	2,366.14
132-0-440-115	315 RIVERPARK BLVD	508.28	133-0-300-095	3156 LISBON LN	1,716.10
132-0-440-125	315 RIVERPARK BLVD	508.28	133-0-300-105	3154 LISBON LN	1,716.10
132-0-450-015	313 RIVERPARK BLVD	508.28	133-0-300-115	3152 LISBON LN	1,716.10
132-0-450-025	313 RIVERPARK BLVD	508.28	133-0-300-125	3150 LISBON LN	1,716.10
132-0-450-035	313 RIVERPARK BLVD	508.28	133-0-300-135	3148 LISBON LN	1,396.12
132-0-450-045	313 RIVERPARK BLVD	508.28	133-0-300-145	3146 LISBON LN	1,877.98
132-0-450-055	313 RIVERPARK BLVD	508.28	133-0-300-155	3144 LISBON LN	1,877.98
132-0-450-065	313 RIVERPARK BLVD	508.28	133-0-300-165	3142 LISBON LN	1,396.12
132-0-450-075	313 RIVERPARK BLVD	508.28	133-0-300-175	3140 LISBON LN	1,716.10
132-0-450-085	313 RIVERPARK BLVD	508.28	133-0-300-185	3138 LISBON LN	1,716.10
132-0-450-095	313 RIVERPARK BLVD	508.28	133-0-300-195	3128 LISBON LN	1,396.12
132-0-450-105	313 RIVERPARK BLVD	508.28	133-0-300-205	3126 LISBON LN	1,877.98
132-0-450-115	313 RIVERPARK BLVD	508.28	133-0-300-215	3124 LISBON LN	1,716.10
132-0-450-125	313 RIVERPARK BLVD	508.28	133-0-300-225	3122 LISBON LN	1,716.10
132-0-460-015	311 RIVERPARK BLVD	508.28	133-0-300-235	701 GARRONE ST	1,716.10

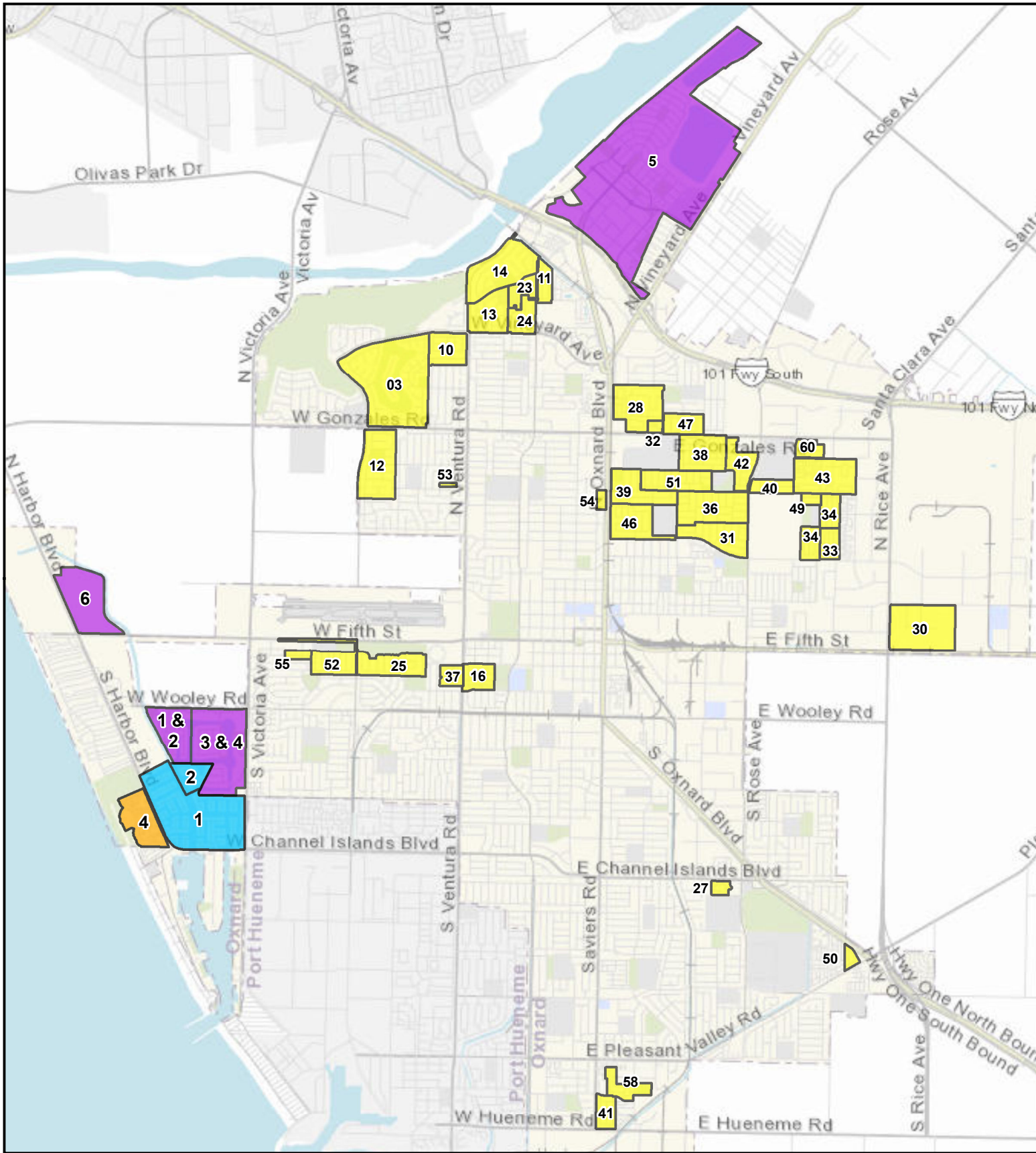
EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2020-21 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-460-025	311 RIVERPARK BLVD	508.28	133-0-300-245	703 GARONNE LN	1,877.98
132-0-460-035	311 RIVERPARK BLVD	508.28	133-0-300-255	705 GARONNE ST	1,877.98
132-0-460-045	311 RIVERPARK BLVD	508.28	133-0-300-265	709 GARONNE ST	1,877.98
132-0-460-055	311 RIVERPARK BLVD	508.28	133-0-300-275	711 GARONNE ST	1,877.98
132-0-460-065	311 RIVERPARK BLVD	508.28	133-0-300-285	713 GARONNE LN	1,877.98
132-0-460-075	311 RIVERPARK BLVD	508.28	133-0-300-295	715 GARONNE ST	1,716.10
132-0-460-085	311 RIVERPARK BLVD	508.28	133-0-300-305	3120 LISBON LN	1,716.10
132-0-460-095	311 RIVERPARK BLVD	508.28	133-0-300-315	3118 LISBON LN	1,716.10
132-0-460-105	311 RIVERPARK BLVD	508.28	133-0-300-325	3116 LISBON LN	1,396.12
132-0-460-115	311 RIVERPARK BLVD	508.28	133-0-300-335	3114 LISBON LN	1,877.98
132-0-460-125	311 RIVERPARK BLVD	508.28	133-0-300-345	3112 LISBON LN	1,877.98
132-0-470-015	NOT AVAILABLE	43,001.94	133-0-300-355	3110 LISBON LN	1,396.12
132-0-470-125	NOT AVAILABLE	11,700.02	133-0-300-365	3108 LISBON LN	1,716.10
133-0-110-035	764 NILE RIVER DR	2,319.14	133-0-300-375	3106 LISBON LN	1,716.10
133-0-110-045	762 NILE RIVER DR	2,319.14	133-0-300-385	3104 LISBON LN	1,716.10
133-0-110-055	760 NILE RIVER DR	2,046.50	133-0-300-395	3102 LISBON LN	1,716.10
133-0-110-065	758 NILE RIVER DR	2,046.50	133-0-300-405	3136 LISBON LN	1,716.10
133-0-110-075	756 NILE RIVER DR	2,319.14	133-0-300-415	3134 LISBON LN	1,716.10
133-0-110-085	754 NILE RIVER DR	2,319.14	133-0-300-425	3132 LISBON LN	1,877.98
133-0-110-095	752 NILE RIVER DR	2,319.14	133-0-300-435	3130 LISBON LN	1,396.12
133-0-110-105	750 NILE RIVER DR	2,319.14	133-0-300-445	3101 N OXNARD BLVD	2,366.14
133-0-110-115	748 NILE RIVER DR	2,046.50	133-0-300-455	3103 N OXNARD BLVD	2,204.26
133-0-110-125	746 NILE RIVER DR	2,046.50	133-0-300-465	3105 N OXNARD BLVD	2,204.26
133-0-110-135	744 NILE RIVER DR	2,319.14	133-0-300-475	3107 N OXNARD BLVD	2,366.14
133-0-110-145	742 NILE RIVER DR	2,319.14	133-0-300-485	3111 N OXNARD BLVD	2,366.14
133-0-110-155	741 NILE RIVER DR	2,319.14	133-0-300-495	3113 N OXNARD BLVD	2,204.26
133-0-110-165	743 NILE RIVER DR	2,319.14	133-0-300-505	3115 N OXNARD BLVD	2,204.26
133-0-110-175	745 NILE RIVER DR	2,046.50	133-0-300-515	3117 N OXNARD BLVD	2,366.14
133-0-110-185	747 NILE RIVER DR	2,046.50			
			Total	1,895 Parcels	\$4,364,442.30

CITY OF OXNARD ASSESSMENT DISTRICTS

ITEM #J-15 (NEW)



- Maintenance Assessment District (District No.)
- Community Facilities District (District No.)
- Waterway Assessment District (Zone No.)
- Landscape Maintenance District (District No.)



CITY OF OXNARD - SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICTS * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS

1 & 2 – Westport at Mandalay Bay	5 – Riverpark
3 & 4 – Seabridge at Mandalay Bay	6 – Northshore at Mandalay Bay

LANDSCAPE MAINTENANCE DISTRICTS

3 – Riverridge	31 - Rancho De La Rosa	43 – Greenbelt
10 – Country Club	32 – Oak Park	46 – Daily Ranch
12 – Standard Pacific	33 – El Paseo	47 – Sycamore Place
13 – Le Village	34 – Sunrise Pt/ Sunset Cove	49 – Cameron Ranch
14 – California Cove	36 – Villa Santa Cruz	50 – PV Senior Housing
16 – California Lighthouse	37 – Pacific Breeze	51 – Pfeiler
23 – Greystone	38 – Aldea Del Mar	52 – Wingfield
24 – Vineyards	39 – El Sueno Promesa	53 – Huff Court
25 – The Pointe	39 – DR Horton	54 – Meadowcrest
27 – Rose Island	40 – Cantada	55 – Wingfield West
28 – Harborside	41 – Pacific Cove	58 – Westwind
30 - Haas Automation	42 – Cantabria/Coronado	60 - Artisan

MAINTENANCE ASSESSMENT DISTRICT

4 – Mandalay Beach/Colony

WATERWAYS ASSESSMENT DISTRICTS

Zone 1 – Mandalay Bay	Zone 2 – Harbour Island
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CITY COUNCIL AGENDA REPORT
PUBLIC HEARINGS
AGENDA ITEM NO. K.1

DATE: June 2, 2020

TO: City Council

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

SUBJECT: Planning & Zoning Permit No. 2020-580-02 - Amendments to Chapters 7 and 11 of the Oxnard City Code to establish fines for violation of Commercial Cannabis Businesses Regulations. (10/10/10)

RECOMMENDATION

That the City Council:

1. Receive a report regarding criminal fines associated with illegal and legal cannabis operators; and
2. Following the public hearing, approve the introduction of an ordinance (by title only, waiving further reading) 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.

(Housing and Economic Development Committee approved 3-0)

BACKGROUND

On June 5, 2018, the City Council adopted Resolution 15,134 ordering a measure be placed on the election ballot to be held November 6, 2018 to consider the imposition of a cannabis business tax on commercial cannabis uses. This measure was approved by over 79% of voters.

The City Council adopted Ordinances 2960, 2965 and 2972 permitting cannabis manufacturing, distribution, testing, and retail dispensaries, respectively. The ordinances were adopted on June 18, 2019, November 1, 2019 and December 17, 2019. These ordinances established the location and operating standards for the various types of cannabis uses within the City.

On July 30, 2019, the City Council adopted Resolution 15,254 establishing permit fees associated with cannabis uses, including conceptual review and permit processes for cannabis uses. The City's go slow approach gave conceptual approval to permitting the following cannabis operators and number of cannabis uses: eight (8) manufacturers; three (3) distributors; two (2) testing labs; and eight (8) dispensaries in years 1 - 3 - with up to 16 retail dispensaries in years 3 - 5.

In January 2020, as a result of a competitive review and evaluation process, the City selected five (5) cannabis manufacturers and three (3) cannabis distributors. The next step is for these cannabis uses/operators to submit an application for a Development Design Review (DDR) permit. No applications for testing labs were received during this application window. To date, one (1) manufacturer and distributor has submitted the required DDR permit. The remaining businesses are in the process of developing their DDR application materials.

The retail dispensary and testing laboratory Commercial Cannabis Business (CCB) application window opened on February 18, 2020 and was scheduled to close on April 2, 2020. In light of COVID-19, the application window for cannabis retail and testing labs was extended to May 8, 2020. Given that the City did not secure the Council supported

number of cannabis manufacturers, the application window for manufacturers was reopened at the same time the retail/testing lab application window was opened; the close of the manufacturing window is May 8th as well. The retail dispensary CCB application window was subsequently reopened on May 14, 2020 and closed again on May 22, 2020.

DISCUSSION

The current cannabis ordinances establish that permitted CCB operators secure either a DDR (DDR - manufacturers, distributors, testing labs) or Special Use Permit (SUP - retail dispensaries). Conditions of approval will be imposed as part of the DDR and SUP approval process. Prior to issuance of a building permit or tenant improvement permit, applicants are required to accept the conditions of approval. The City's standard condition of approval allows revocation of a DDR or SUP permit for failure to comply with conditions of approval. In addition to renovation of a permit, California Government Code section 53069.4 allows a local agency to, by Ordinance, make any violation of any ordinance subject to an administrative fine or penalty. Government Code section 36900(b) limits the fine a City can assess per violation of any provision to \$1,000 and imprisonment of six months, or both. OCC Section 11-452 addresses both legal and illegal operators. If the City does not adopt more stringent fines, future CCB permittees would be subject to this section of the OCC and fine structure. This section of the OCC would cite legal CCB permittees with a misdemeanor infraction and establishes fines not to exceed \$1,000 and/or imprisonment, each day a violation is committed. Illegal operators would be subject to the same fine amount and prosecution as a general misdemeanor, and may be subject to prosecution.

As part of staff's work on cannabis permitting it became apparent that the current fine amounts were inadequate. With consideration to the amount of revenue legal and illegal cannabis operators collect, substantial fines are recommended as a deterrent. The inclusion of a cannabis business fine into the Oxnard City Code (OCC) will help to thoughtfully encourage business owners to comply with cannabis ordinance requirements and conditions of approval. Additionally, the fines will provide the Police Department and Code Enforcement Division with the ability to effectively regulate commercial cannabis businesses, and aid the City's efforts to prevent the distribution of illegal cannabis products and operations. Further, the fine structure will establish substantial financial sanctions for those that violate conditions of approval and CCB requirements contained in the CCB Ordinances. CCB violations would be enforceable through either a criminal or civil citation. Both types of citations would be subject to civil fines. The fines are proposed to escalate for each violation within one year of a previous violation.

The proposed OCC fine structure for CCB permittees allows the City to fine a CCB permittee after the first and second violation; revocation of the permit would accompany the second fine. The City's cannabis ordinance (Ord. 2960) allows the City the right to revoke the cannabis permit (Section 11.420) due to any violation of any rule, regulation and/or standard adopted pursuant specific sections of the City's cannabis ordinances. Additionally, Section 11.421 of Ord. 2960 establishes the CCB permittees yearly renewal process and grounds for non-renewal; included in the grounds for non-renewal is failure to comply with permit conditions and/or past renovation(s). The City Manager or his/her designee(s) is authorized to make all decisions concerning the issuance of a renewal permit (Section 11.421, (e) (see extracted pages of Ord. 2960 - 2 pages).

The proposed ordinance would impose different fines for legal and illegal cannabis operators. CCB permittees found to be in violation of conditions of approval would be issued a civil citation and fined \$10,000 for the first violation within any 12-month period; CCB permittees would be fined \$15,000 for the second violation within any 12-month period and revocation of their CCB permit. CCB permittees would be subject to provisions of Ord. 2960 as summarized previously; the City Manager and/or designee would evaluate the CCB permittee as part of the renewal process including consideration to imposing additional conditions of approval to address past violation history. Ultimately, the ordinance permits and the City Manager has the authority to remove the CCB permit as a result of violations.

Illegal commercial cannabis operators would be fined \$30,000, per day and issued a Notice to Appear in court. Operating an illegal commercial cannabis operation would be a criminal offense.

The intent in creating a robust fine structure for legal and illegal cannabis operators is to ensure that legal operators

comply with conditions of approval and that the revenue derived from legal operators is not diminished by illegal or black market operators. Repeat violators are required to pay fines that escalate per violation as a means of discouraging repeat offenses. Due to the lucrative nature of the cannabis industry, fines which are above the City's current fine structure are reasonable and proportional to revenue generated.

Staff researched a number of jurisdictions and their municipal code violation process and fines associated with cannabis. The City of Berkeley assesses a civil fine of \$10,000 when three willful violations are committed within a 12-month period and an additional fine of \$10,000 for each succeeding violation judged to have occurred within the same twelve-month period. The Cities of Needles, West Hollywood and Long Beach currently issue misdemeanor fines for violations of their cannabis Ordinance ranging from \$500 to \$1,000 per violation. Other jurisdictions like San Jose who allowed medical marijuana dispensaries prior to the passage of adult recreational use (Prop 84), imposes tiered escalating fines which range from \$5,000 to \$50,000 per violation based on the severity as outlined in the infraction.

Effective January 1, 2019 Assembly Bill (AB) 2598 adjusted the fine structure for health and safety violations, not to exceed \$2,500 per violation. On July 1, 2019 the State of California approved AB 97 which allows the Bureau of Cannabis Control to issue a citation to a licensee, not to exceed \$5,000 per violation; or \$30,000 per violation for illegal operators for any act or omission that violates State Law. Pending legislation AB 2122, would impose a civil penalty on persons aiding and abetting unlicensed commercial cannabis activity of up to \$30,000 for each violation. The staff recommended fine structure for CCB permittees is slightly above the Bureau of Cannabis Control violation amount. The staff recommended a fine structure for illegal cannabis operators is in alignment with pending legislation AB2122 and the fine of \$30,000 for each violation. The cannabis industry and Bureau of Cannabis Control regulations are ever changing, new laws being introduced to Congress continually. As these changes may affect the City and our fine structure, staff will update the City Council as needed.

ENVIRONMENTAL IMPACT

In accordance with the California Public Resources Code Sections 21000 et seq. and State California Environmental Quality Act (CEQA) Guidelines (Sections 15000 et seq.), Planning staff have determined that the proposed fee citation ordinance is exempt from CEQA pursuant to Sections 15061 and 15305 of Title 14, Division 6, Chapter 3 of the California Code of Regulations.

STRATEGIC PRIORITIES

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

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

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

FINANCIAL IMPACT

Revenues from cannabis citations were not anticipated as part of the FY 2019-20 Adopted Budget. The proposed fines are intended to discourage violations of the Commercial Cannabis Business Ordinances and illegal operations. The fines are intended to prevent revenue loss from the sale of illegal cannabis to illicit organizations, and establish firm fiscal sanctions for those that violate conditions of approval and provisions contained within the City's Commercial Cannabis Business Ordinance. The fines are not intended to be revenue enhancing; therefore, the revenue estimate for FY 2020-21 is also zero. Fines will be assessed in accordance with the attached ordinance that is intended to be a deterrent to illegal and legal cannabis operators.

There will, however, be costs associated with these enforcement actions. These costs are unknown at this point. Once

they come into focus, the Housing and Economic Development Committee will be receiving an update on the cannabis local equity program, including a program for enforcement and inspection. This will likely result in a recommendation to establish an additional cannabis enforcement permit fee which will be different than the cannabis citation fee considered within this staff report.

COMMITTEE OUTCOME

The Housing and Economic Development Committee considered this item on May 12, 2020 and recommended on a 3-0 vote approval of staff's recommendation and to forward the item for Council approval.

Prepared by: Kathleen Mallory, Planning & Sustainability Manager, Tammy Gutierrez, Contract Planner

ATTACHMENTS

1. Cannabis Citation Ordinance Draft
2. 6.2.20 CC - Civil Cannabis Fees

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING OXNARD CITY CODE CHAPTER 11, ARTICLE XVI, SECTION 11-452 AND CHAPTER 7, ARTICLE III, SECTION 7-56 TO ESTABLISH FINES FOR VIOLATION OF COMMERCIAL CANNABIS BUSINESS REGULATIONS

WHEREAS, the City of Oxnard intends to adopt regulations on fines for Commercial Cannabis Business (“CCBs”); and

WHEREAS, on June 5, 2018, the City Council adopted Resolution 15,134 ordering a measure be placed on the election ballot to be held November 6, 2018 to consider the adoption of imposing a cannabis business tax on commercial cannabis uses. This measure was approved by over 79% of voters. Advancing the ballot measure allows the City to continue its “go slow” approach in considering commercial cannabis uses while preserving the City’s ability to tax cannabis activities; and

WHEREAS, on June 18, 2019, November 1, 2019 and December 17, 2019 the City Council adopted Ordinances 2960, 2965 and 2972 permitting cannabis manufacturing, distribution, testing, and retail dispensaries, respectively. These ordinances established the location and operating standards for the various types of cannabis uses within the City; and

WHEREAS, on July 30, 2019, the City Council adopted Resolution 15,254 establishing new fees for the various types of cannabis uses within the City; and

WHEREAS, on January 17, 2020, as a result of a competitive process, the City selected five (5) cannabis manufacturers and three (3) cannabis distributors which would be permitted to file an application for a Development Design Review (DDR) permit. To date, one (1) manufacturer and distributor have submitted the required DDR permit. The remaining businesses are in the process of developing their DDR application materials; and

WHEREAS, due to the lucrative nature of this industry, fines must justify compliance with the City’s regulations; and

WHEREAS, compliance of business operators will likely improve when criminal citations are issued with fines that are reasonable and proportional to revenue generated; and

WHEREAS, on May 12, 2020 the Housing and Economic Development Committee reviewed staff’s recommendation and recommended City Council approval of the Commercial Cannabis Fine Ordinance; and

WHEREAS, amendments to the Oxnard City Code are necessary to ensure that fines and penalties for violating cannabis related laws and regulations are clearly established.

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

Section 1. Chapter 7, Article III, Section 7-56, is amended to add Subsection D D to read as follows:

“(D) This Article outlines the fine structure for violations of regulations established by the Commercial Cannabis Business Ordinance.”

Section 2. Chapter 11, Article XVI, Section 11-452, of the Oxnard City Code is amended to read as follows:

“SEC. 11-452. CRIMINAL PENALTIES.

Each and every violation of the provisions of this Article may at the discretion of the District Attorney or City Attorney be prosecuted as an infraction or misdemeanor and upon conviction be subject to imprisonment in the County jail for a period of not more than six (6) months, or both such fine and imprisonment. Each commercial cannabis business may be cited for any violation of any law and/or any rule, regulation and/or standard adoption pursuant to this Article. A fine not to exceed ten thousand dollars (\$10,000) for the first violation, twenty thousand dollars (\$15,000) for the second violation and revocation of the permit for a period of two years after which time the business operator would have to reapply, for any violation of Sections 11.437, 11.438, 11-440 (h), 11-441 through 11-444. The fine for operating an unlicensed and/or unpermitted CCB shall be thirty thousand dollars (\$30,000) per day and the issuance of a Notice to Appear in court. Each day a violation is committed or permitted to continue shall constitute a separate offense. At the discretion of the City Manager or his or her designee, higher or lower fines or penalties may be recommended based on the facts of individual cases where generally supported by aggravating or mitigating circumstances. Aggravating factors may include, but are not limited to: prior disciplinary history, nature and severity of the act(s), violations, offenses, or crime(s) under consideration, actual or potential harm to the public, actual or potential harm to any consumer, prior warning letters, licensee involvement, premises in high crime area, lack of cooperation by licensee in investigation, appearance and actual age of minor, continuing course or pattern of conduct. Mitigating factors may include, but are not limited to: length of licensure at subject location without prior discipline problems, positive action by licensee to correct problem, documented training of licensee and employees and cooperation by licensee in investigation.”

Section 3. If any subsection, sentence, clause, phrase or word of the Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decisions shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

Section 4. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk to published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five (5) days before the City Council's adoption of this ordinance.

Section 5. The City Clerk shall certify to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) calendar days of the adoption and shall post a certified copy of this ordinance, include the vote for and against the same, in the office of the City Clerk in accordance with Government Code Section 36933. Ordinance No. ____ was first read on ____, 2020, finally adopted on ____, 2020, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this ____ day of ____, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

Amendments to Chapters 7 and 11 of the Oxnard City Code Fines for Violation of Commercial Cannabis Businesses Regulations and Illegal Cannabis Operators

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

City Council
June 2, 2020



Background

- **November 2018** - a cannabis business tax on commercial cannabis uses was approved by voters (79% passage rate).
- **January 2020** - As a result of a competitive review and evaluation process, City selected five (5) cannabis manufacturers and three (3) cannabis distributors; this selection permits these cannabis uses/operators to submit an application for a Development Design Review (DDR) permit. for a Commercial Cannabis Business (CCB).
- Retail dispensary, testing labs, and manufacturing applications due May 8th.

- Including Cannabis business fines into the Oxnard City Code (OCC) is an effective tool to encourage business owners to comply with cannabis ordinance requirements/conditions of approval.
- New fines are intended to curtail distribution of illegal cannabis products and operations.
- Fines are proposed to escalate for each violation within one year of a previous violation.

Analysis and Need for Citation Structure (continued)

- **Current fine structure (OCC Section 11-452)** - Regulates legal and illegal operators; subject to \$1,000 and imprisonment of six months, or both.
- **Proposed fine structure** - Would impose different fines for legal and illegal cannabis operators:
 - **Legal CCB** - CCB permittees found to be in violation of conditions of approval issued a civil citation and fined \$10,000 for the first violation within any 12-month period; CCB permittees would be fined \$15,000 for the second violation within any 12-month period and revocation of their CCB permit.

Proposed fine structure, continued:

- **Legal CCB** - permittees subject to yearly renewal process; City Manager and/or designee evaluate CCB permittee, including consideration to imposing additional conditions of approval to address past violation history.
 - City Manager has the authority to revoke the CCB permit as a result of violations.
- **Illegal CCB** - operators fined \$30,000/day and issued a Notice to Appear in court; would be a criminal offense.

Analysis and Need for Citation Structure, continued:

- Proposed ordinances ensures revenue derived from legal operators is not diminished by illegal or black market operators.
- Repeat violators are required to pay fines that escalate per violation as a means of discouraging repeat offenses.
- City has the authority to impose fines in excess of state amounts. Staff recommended fine structure for illegal cannabis operators is in alignment with pending legislation AB2122 and the fine of \$30,000 for each violation.
- Recommended fine structure from other jurisdictions; proposed fine generally consistent.

May 12th Housing and Economic Development Committee Meeting:

- Questions raised regarding enforcement process and City recommended fine alignment with other cities.
- Reviewed staff's recommendation; voted 3-0 to support recommended action.

7

Recommendation

That the City Council:

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



DISCUSSION



CITY COUNCIL AGENDA REPORT
PUBLIC HEARINGS
AGENDA ITEM NO. K.2

DATE: June 2, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Resolution Approving Engineer's Report and Ordering the Levy and Collection of Assessments for the Fiscal Year 2020-21 within the City's Landscape Maintenance Districts. (5/5/5)

RECOMMENDATION

That the City Council, acting as the legislative body for the City of Oxnard's (City) Landscape Maintenance Districts (LMDs), approve and authorize:

1. Holding a public hearing to receive public testimony regarding the proposed Fiscal Year 2020-21 assessments in the City's LMDs; and
2. Adopting a resolution approving the Fiscal Year 2020-21 Consolidated Engineer's Report and ordering the levy and collection of assessments for Fiscal Year 2020-21 within the City's LMDs pursuant to the Landscaping and Lighting Act of 1972.

BACKGROUND

On May 19, 2020, City Council adopted Resolution No. 15,331 which initiated proceedings and Resolution No. 15,332 declaring intention to levy assessments for Fiscal Year 2020-21, preliminarily approved the Consolidated Engineer's Report for the thirty-six (36) LMDs, and set a public hearing for June 2, 2020.

Discussion

With the assistance of NBS, the City's special districts consultant, staff has calculated assessment rates and expenditures for maintenance of public landscaping in the City's thirty-six (36) LMDs. Following the City Council's action at the public hearing on June 2, 2020, the assessment data will be delivered to the Ventura County Auditor-Controller's Office and processed for the collection of assessments in Fiscal Year 2020-21. This action must take place prior to July 6, 2020.

General Benefit

As presented to Council on May 19, 2020, the general benefit is an overall benefit to the public at large resulting from the maintenance activities to be provided by the special taxes levied in the LMDs. The improvements to be maintained by the LMD are located within the LMD boundaries.

The landscaping, tree and park improvements provide aesthetic, safety and economic benefits to the property within the LMD, but it is recognized that the ongoing LMD maintenance activities will also provide a level of benefit to some property within proximity to the LMD, as well as visitors and individuals passing through the LMD. Traffic from property within and outside of the LMD as well as individuals passing through the LMD area will be able to utilize the park improvements and view the maintained landscaping and trees.

As a result of the maintenance and operation of the authorized improvements, there will be a level of general benefit to people that do not live in or intend to conduct business within the LMDs. In order for property within the LMDs to be assessed only for that portion of special benefits received from the LMDs maintenance activities, general benefits provided by the ongoing maintenance of the improvements need to be quantified. The amount of general benefit that is provided from the LMDs maintenance activities cannot be funded via property owners' assessments.

Utility Caps and General Fund Contributions

A number of LMDs were created with utility caps which limits the percentage by which a district's utilities can be increased each year. Regardless of utility rate or usage increases, the districts may only increase their utilities based on the formula set forth in their formation documents. For example, if the utility rates increase 10% in one year, but the district is limited to a 5% increase, then the district would require a 5% contribution from the general fund to meet their utility needs.

The total General Fund contribution is expected to be \$251,730 which includes \$12,271 of underfunded Cameron Ranch, \$81,195 of general benefit contribution of the districts, and \$158,264 of the General Fund share of utility overage.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total Fiscal Year 2020-21 General Fund contribution to the LMDs is estimated to be \$251,730 which includes \$12,271 of underfunded Cameron Ranch, \$81,195 of general benefit contribution of the districts, and \$158,264 of the General Fund share of utility overage. The \$251,730 will be included in the Proposed Budget for FY 2020-21 as a transfer out contribution to LMDs (account 101-1002-808-8714) from the General Fund.

COMMITTEE OUTCOME

This item did not originate in committee.

Prepared by: Adam Smith, Project Manager

ATTACHMENTS

1. Resolution Approving the Engineer's Report and Levys
2. 2021 Engineers Report (placeholder)
3. Special Districts Map and Legend
4. LMDs Public Hearing Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE ENGINEER'S REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2020-21 WITHIN THE CITY'S LANDSCAPE MAINTENANCE DISTRICTS PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on May 19th, 2020, City Council adopted Resolution No. 15,332 declaring its intention to levy and collect assessments for Fiscal Year 2020-21 within the City's Landscape Maintenance Districts (the "Districts"), the listing of which are included in this Resolution as Exhibit A, pursuant to the provision of the *Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code*, in order to pay the costs of maintaining the improvements therein; and

WHEREAS, Resolution No. 15,332 set a public hearing for June 2nd 2020, on the levy of the proposed assessments; and

WHEREAS, NBS has filed with the City Clerk the Annual Engineer's Report (the "Engineer's Report") concerning the cost of maintaining the improvements in such Districts for Fiscal Year 2020-21 and this City Council is satisfied with all matters as contained in the Engineer's Report as now submitted for final consideration and approval; and

WHEREAS, notice of said hearing was given pursuant to Section 22626 and duly published as required by Sections 22552 and 22553 of said Code; and

WHEREAS, said Public Hearing was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council approves the Engineer's Report (Exhibit B).
2. A full and detailed description of the improvements, the boundaries of the Districts and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the Districts are contained in the Engineer's Report on file with the City Clerk which is made a part by reference. The assessment proposed in the Engineer's Report and its accompanying diagram, on file with the City Clerk, are confirmed.

3. The City Council hereby orders the improvements, maintenance and services to be performed as described in the Engineer's Report.
4. The adoption of this resolution shall constitute the levy of assessments for Fiscal Year 2020-21 within the Districts.
5. The City Clerk or their designee is hereby authorized and directed to file the assessments with the Ventura County Auditor upon adoption of this resolution.

PASSED AND ADOPTED this 2nd day of June 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascension, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A
CITY OF OXNARD
LANDSCAPE MAINTENANCE DISTRICT LISTING

District Name	Formation Date⁽¹⁾	Formation Resolution No.⁽¹⁾
Landscape Maintenance District No. 3 (River Ridge)	March 18, 1986	8983
Landscape Maintenance District No. 10 (Country Club Estates)	December 13, 1988	9587
Landscape Maintenance District No. 11 (St. Tropez)	January 3, 1989	9603
Landscape Maintenance District No. 12 (Standard Pacific)	March 28, 1989	9665
Landscape Maintenance District No. 13 (Le Village)	March 20, 1990	9894
Landscape Maintenance District No. 14 (California Cove)	June 5, 1990	9972
Landscape Maintenance District No. 16 (California Lighthouse)	July 9, 1991	10206
Landscape Maintenance District No. 23 (Greystone)	June 18, 1996	11071
Landscape Maintenance District No. 24 (Vineyards)	June 18, 1996	11072
Landscape Maintenance District No. 25 (The Pointe)	June 18, 1996	11073
Landscape Maintenance District No. 27 (Rose Island)	June 24, 1997	11259
Landscape Maintenance District No. 28 (Harborside)	June 24, 1997	11260
Landscape Maintenance District No. 30 (Haas Automation)	June 24, 1997	11261
Landscape Maintenance District No. 31 (Rancho De La Rosa)	June 23, 1998	11415
Landscape Maintenance District No. 32 (Oak Park)	February 23, 1999	11505
Landscape Maintenance District No. 33 (El Paseo)	October 19, 1999	11653
Landscape Maintenance District No. 34 (Sunrise Pointe & Sunset Cove)	October 19, 1999	11654
Landscape Maintenance District No. 36 (Villa Santa Cruz & Villa Carmel)	January 25, 2000	11684
Landscape Maintenance District No. 37 (Pacific Breeze)	January 25, 2000	11685
Landscape Maintenance District No. 38 (Aldea Del Mar)	November 28, 2000	11863
Landscape Maintenance District No. 39 (Promesa/Sueno & DR Horton/Seawinds)	March 6, 2001	11905
Landscape Maintenance District No. 40 (Cantada)	January 8, 2002	12078
Landscape Maintenance District No. 41 (Pacific Cove)	January 8, 2002	12079
Landscape Maintenance District No. 42 (Cantabria & Coronado)	May 14, 2002	12144
Landscape Maintenance District No. 43 (Greenbelt)	January 7, 2003	12295
Landscape Maintenance District No. 46 (Daily Ranch)	June 24, 2003	12440
Landscape Maintenance District No. 47 (Sycamore Place)	April 22, 2003	12355
Landscape Maintenance District No. 49 (Cameron Ranch)	June 3, 2003	12394
Landscape Maintenance District No. 50 (Pleasant Valley Senior Housing)	June 10, 2003	12404

District Name	Formation Date⁽¹⁾	Formation Resolution No.⁽¹⁾
Landscape Maintenance District No. 51 (Pfeiler)	April 19, 2005	12799
Landscape Maintenance District No. 52 (Wingfield)	February 1, 2005	12768
Landscape Maintenance District No. 53 (Huff Court)	June 7, 2005	12879
Landscape Maintenance District No. 54 (Meadowcrest)	March 28, 2006	13024
Landscape Maintenance District No. 55 (Wingfield West)	March 28, 2006	13025
Landscape Maintenance District No. 58 (Westwind)	June 6, 2006	13069
Landscape Maintenance District No. 60 (Artisan)	March 3, 2009	13604

(1) Source: City of Oxnard Resolution Initiating Proceedings for Fiscal Year 2019-20.

CITY OF OXNARD

Fiscal Year 2020/21 Consolidated Engineer's Report For:

Landscape Maintenance Districts

May 2020

Prepared by:



CITY OF OXNARD

Fiscal Year 2020/21 Consolidated Engineer's Report For:

Landscape Maintenance Districts

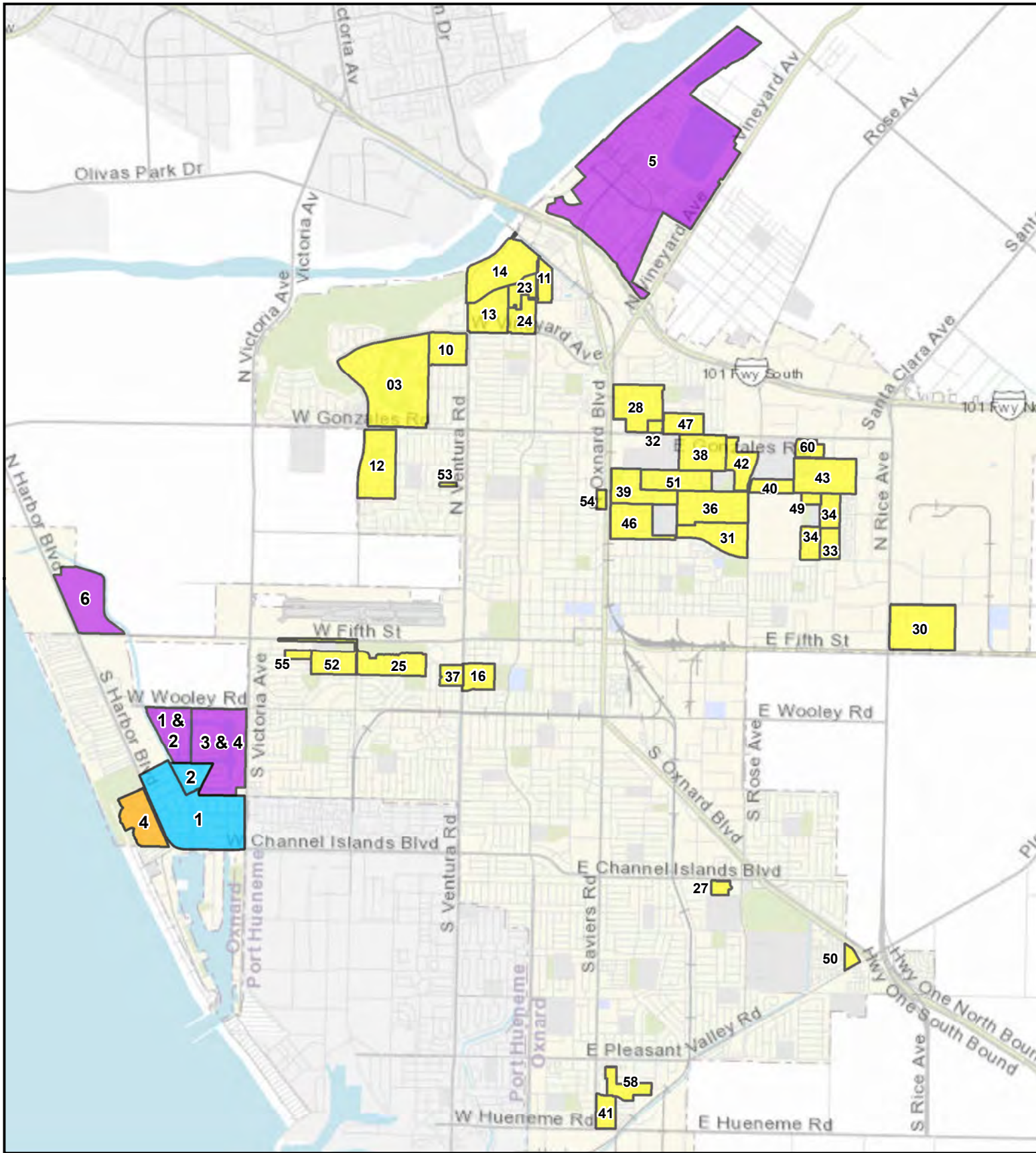
May 2020

Prepared by:



CITY OF OXNARD ASSESSMENT DISTRICTS

ITEM #K-1



- | | |
|---|--|
| Maintenance Assessment District (District No.) | Community Facilities District (District No.) |
| Waterway Assessment District (Zone No.) | Landscape Maintenance District (District No.) |



CITY OF OXNARD - SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICTS * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS	
1 & 2 – Westport at Mandalay Bay	5 – Riverpark
3 & 4 – Seabridge at Mandalay Bay	6 – Northshore at Mandalay Bay

LANDSCAPE MAINTENANCE DISTRICTS		
3 – Riverridge	31 - Rancho De La Rosa	43 – Greenbelt
10 – Country Club	32 – Oak Park	46 – Daily Ranch
12 – Standard Pacific	33 – El Paseo	47 – Sycamore Place
13 – Le Village	34 – Sunrise Pt/ Sunset Cove	49 – Cameron Ranch
14 – California Cove	36 – Villa Santa Cruz	50 – PV Senior Housing
16 – California Lighthouse	37 – Pacific Breeze	51 – Pfeiler
23 – Greystone	38 – Aldea Del Mar	52 – Wingfield
24 – Vineyards	39 – El Sueno Promesa	53 – Huff Court
25 – The Pointe	39 – DR Horton	54 – Meadowcrest
27 – Rose Island	40 – Cantada	55 – Wingfield West
28 – Harborside	41 – Pacific Cove	58 – Westwind
30 - Haas Automation	42 – Cantabria/Coronado	60 - Artisan

MAINTENANCE ASSESSMENT DISTRICT
4 – Mandalay Beach/Colony

WATERWAYS ASSESSMENT DISTRICTS	
Zone 1 – Mandalay Bay	Zone 2 – Harbour Island

1. ENGINEERS LETTER

WHEREAS, on May 19, 2020 the City Council of the City of Oxnard (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "Act") adopted its Resolution Initiating Proceedings for the Annual Levy and Collection of Assessments, and ordered the preparation of an Engineer's Report for the City's Landscape Maintenance Districts (the "Districts") for Fiscal Year 2020/21.

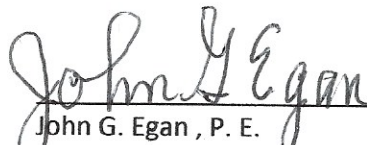
WHEREAS, the Resolution Initiating Proceedings directed NBS to prepare and file a report presenting plans and specifications describing the general nature, location and extent of the improvements to be maintained, and an estimate of the costs of the administration, maintenance, operations and servicing of the improvements for Fiscal Year 2020/21. The report includes the diagrams for the Districts, showing the area and properties to be assessed, and assessing the net amount upon the assessable lots and/or parcels within the Districts in proportion to the special benefit received.

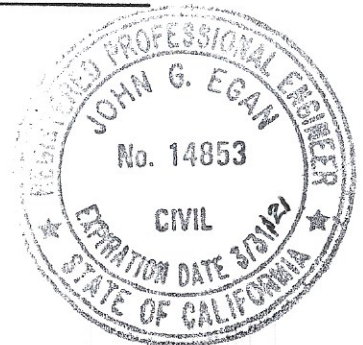
NOW THEREFORE, the assessments as detailed in this Engineer's Report and as summarized in the table below are made to cover the portion of the estimated costs of maintenance, operation and servicing of said improvements to be paid by the assessable real property within the Districts in proportion to the special benefit received. The breakout by District is shown on the following pages.

District	Total 2020/21 Levy Amount ¹
Landscaping and Lighting Assessment Districts (1972 Act) Listed in this Engineer's Report	\$1,367,584.64

(1) The Total 2020/21 Levy Amount may differ slightly from the Assessment Roll in Section 9 and final applied levy amounts due to rounding.

I, the undersigned, respectfully submit this Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagram herein have been prepared, computed and levied in accordance with the assessment methodology adopted, approved and ordered by the City Council of the City of Oxnard at the time of District formation.


 John G. Egan, P. E.
 Assessment Engineer



5/28/2020

Adoption of Resolution Approving Engineer's Report
and Ordering the Levy and Collection of
Assessments for the Fiscal Year 2020-21 within the
City's Landscape Maintenance Districts

City Council
June 2, 2020

Adam Smith, Project Manager



RECOMMENDATION

That the City Council, acting as the legislative body for the Landscape Maintenance Districts (LMDs), approve and authorize:

1. Holding a public hearing to receive public testimony regarding the proposed Fiscal Year 2020-21 assessments for the City's LMDs; and
2. Adopting a resolution approving the Fiscal Year 2020-21 Consolidated Engineer's Report and ordering the levy and collection of assessments for Fiscal Year 2020-21 within the City's LMDs pursuant to the Landscaping and Lighting Act of 1972

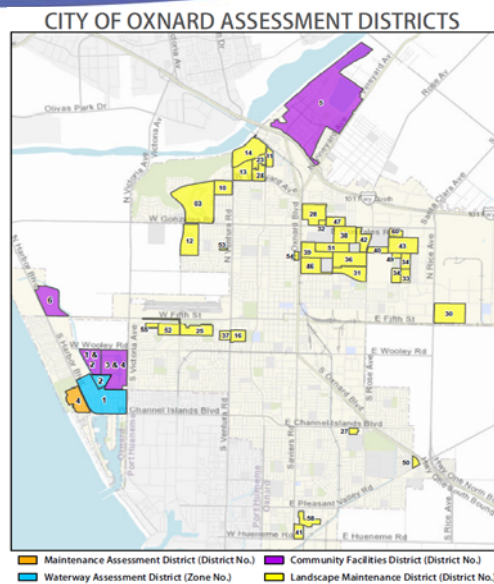
5/28/2020

DISCUSSION

- May 19, 2020, City Council adopted Resolution No. 15,331 which initiated proceedings and Resolution No. 15,332 declaring intention to levy assessments for Fiscal Year 2020-21, preliminarily approved the Consolidated Engineer's Report for the thirty six (36) LMDs, and set a public hearing for June 2, 2020
- Staff has calculated assessment rates and expenditures for maintenance in the City's thirty six (36) LMDs

3

MAP OF ASSESSMENT DISTRICTS IN CITY

Additional information can be found at: oxnard.org/city-department/publicworks

4

5/28/2020

DISCUSSION

- Assessment data will be delivered to the Ventura County Auditor-Controller's Office and processed for the collection of assessments
- This action must take place prior to July 6, 2020

5

GENERAL BENEFIT

- General benefit is an overall benefit to the public at large resulting from the maintenance activities provided by the special taxes in the LMDs
- Ongoing LMD maintenance activities also provides a benefit to some property within proximity to the LMD, as well as visitors and individuals passing through the LMD
- There is a level of general benefit to people who do not live in or intend to conduct business within the LMDs
- Amount of general benefit that is provided from the LMDs maintenance activities cannot be funded via property owners' assessments and must therefore be funded by the General Fund

6

5/28/2020

UTILITY CAPS

- A number of LMDs were created with utility caps, limiting the percentage by which a district's utilities can be increased each year
- Regardless of utility rate or usage increases, the LMDs may only increase their utilities based on the formula set forth in their formation documents
- For example, if the utility rates increase 10% in one year, but the district is limited to a 5% increase, then the district would require a 5% contribution from the General Fund to meet their utility needs

7

FINANCIAL IMPACT

- General benefit contribution based on the budgeted expenses for the districts totals \$93,466 and an additional \$158,264 is being proposed to offset the estimated utility overage.
- Total Fiscal Year 2020-21 General Fund contribution is estimated to be approximately \$251,730 for the City's LMDs
- This contribution includes a subsidy for Cameron Ranch which is currently underfunded

8

5/28/2020

RECOMMENDATION

That the City Council, acting as the legislative body for the Landscape Maintenance Districts (LMDs), approve and authorize to:

1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2020-21 assessments for the City's LMDs; and
2. Adopt a resolution approving the Fiscal Year 2020-21 Consolidated Engineer's Report and ordering the levy and collection of assessments for Fiscal Year 2020-21 within the City's LMDs pursuant to the Landscaping and Lighting Act of 1972

9





CITY COUNCIL AGENDA REPORT
PUBLIC HEARINGS
AGENDA ITEM NO. K.3

DATE: June 2, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Adoption of Resolution to Levy the Fiscal Year 2020-21 Assessments in Mandalay Beach Maintenance District. (5/5/5)

RECOMMENDATION

That the City Council, acting as the legislative body for the Mandalay Beach Maintenance District, approve and authorize to:

1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2020-21 assessments for the Mandalay Beach Maintenance District; and
2. Adopt a resolution fixing the special assessments in the Mandalay Beach Maintenance District for Fiscal Year 2020-21.

BACKGROUND

On November 22, 1983, the Mandalay Beach Maintenance District (District) was formed pursuant to the Improvement Act of 1911, in order to recover the cost of the City of Oxnard's (City) maintenance of a 36-acre beach area, plus landscaping on public rights-of-way within Tract No. 2923. The formation of the District was required as a condition to development imposed by the Coastal Commission and as a provision of a development agreement with the City. The assessments are exempt from Article XIII D of the California Constitution by reason of Section 5 thereof. The City's responsibility to maintain the above-mentioned areas became effective on July 1, 1986. On July 5, 1988, City Council adopted Resolution No. 9,500, which shifted the bulk of the District's beach maintenance costs from residents of The Colony to the Mandalay Beach Resort Hotel (Hotel).

DISCUSSION

The total assessment levy for Fiscal Year 2020-21 is unchanged from Fiscal Year 2019-20 at \$39,446 and is computed as follows:

1. LANDSCAPE MAINTENANCE - \$21,346

Special District maintains 66,660 square feet of public landscaping. This includes landscape areas along Falkirk Avenue, Harbor Boulevard, Mandalay Beach Road, Costa del Oro, and the bikeway/greenbelt along the southerly property line. The City's recommended budget for landscaping maintenance costs for Fiscal Year 2020-21 is \$21,346, which \$16,095 is paid by The Colony residential development and \$5,251 paid by the Embassy Suites hotel.

2. BEACH MAINTENANCE - \$18,100

Prior agreements between the City and the developers, based on the relative length of beach area fronting the hotel and

the public beach park property, call for the District to bear 60 percent of the beach maintenance cost of \$30,092. Of the 60 percent, based on Resolution 9,500, 75.4 percent is paid by the Embassy Suites hotel and 24.6 percent is paid by The Colony. The remaining 40 percent of \$12,037 is borne by the City as part of the total operating cost of the Oxnard Beach Park. The annual beach maintenance cost is as follows:

	District	City
Annual Costs = \$30,092		
Percent Share	60%	40%
FY 20-21 Shared Costs	\$18,055	\$12,037
County Collection Fee	\$45	\$0
Total Beach Maintenance Cost	\$18,100	\$12,037
Embassy Suite's Share (75.4%)	\$13,647	\$0
Colony's Share (24.6%)	\$4,453	\$0

3. CONCLUSION

The total for landscape maintenance of \$21,346 and beach maintenance of \$18,100 is \$39,446. The Embassy Suites pays \$18,898 (\$5,251 + \$13,647) and the The Colony pays \$20,548 (\$16,095. + \$4,453).

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The City will assess property owners in Fiscal Year 2020-21 to pay landscape maintenance costs and 60 percent of beach maintenance costs for the Mandalay Beach Maintenance District. The City's portion of the beach maintenance, 40 percent equaling \$12,037, will be included in the Proposed Budget for FY 2020-21 as a transfer out contribution to MAD 4 (account 101-1002-808-8714) from the General Fund.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Adam Smith, Project Manager

ATTACHMENTS

1. Resolution Approving Levy of MAD 4
2. MAD 4 Assessment Roll
3. Special Districts Map and Legend
4. MAD 4 Public Hearing Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
 LEVYING A SPECIAL ASSESSMENT TAX FOR FISCAL YEAR 2020-2021
 WITHIN THE MANDALAY BEACH MAINTENANCES DISTRICT

WHEREAS, by Resolution No. 8586, adopted November 22, 1983, the City Council formed the Mandalay Beach Maintenance District ("the District") pursuant to the maintenance district provisions of the Improvement Act of 1911 (Streets and Highways Code section 5820 et. seq.); and;

WHEREAS, formation of the District was required as a condition to development imposed by the California Coastal Commission and also as part of a development agreement between the City and the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, the City Council is required by Streets and Highways Code section 5830 to estimate the cost of maintaining and operating the improvements within the District, to decide whether the cost of such maintenance and operation shall be borne wholly or partially by the District, and to levy a special assessment tax within the District sufficient to raise the money to pay for such cost; and

WHEREAS, the City Council wishes to levy such assessments for FY 2020-2021 in an amount sufficient to cover all of the expense of maintaining the landscaping and to cover 60% of the expense of maintaining the beach area, with the City paying the remaining 40% of the latter expense; and

WHEREAS, assessments were levied in the District in Fiscal Year 2019-2020, and such assessments are not proposed to increase in Fiscal Year 2020-2021; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water, flood control, drainage systems and vector control, inasmuch as the beach is public right of way that serves much as a street, manages water and is part of the flood control and drainage systems in the District, and the landscaping is located in or adjacent to sidewalks, streets and other public rights of way and maintenance of the landscaping involves irrigation and vector control; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof; and

WHEREAS, a description of the improvements and the proposed special assessment taxes on real property in the district is contained in the agenda report dated June 2, 2020 on file with the City Clerk ("the agenda report").

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council estimates the cost of maintaining and operating the improvements within the District for Fiscal Year 2020-2021 at \$51,483, with \$39,446 to be paid from assessments and \$12,037 to be paid by the City, as more particularly set out in the agenda report. The \$39,446 is allocated as follows:

100% of landscape maintenance costs	\$21,346
60% of beach maintenance costs	<u>18,100</u>
Total	\$39,446

2. The \$39,446 is apportioned among the property owners within the District, as follows:

24.6% of landscape maintenance costs to hotel parcel (APN #191-0-380-105)
 75.4% of landscape maintenance costs to Colony condominium parcels (440 APNs)
 24.6% of beach maintenance costs to Colony condominium parcels (440 APNs)
 75.4% of beach maintenance costs to hotel parcel (APN #191-0-380-105)

3. The City Council levies a special assessment tax for FY 2020-2021 on the real property in the District as follows and attached herein:

APN #191-0-380-105	\$18,898
\$46.70 on each of 440 Colony APNs	\$20,548

4. In accordance with Government Code section 36936.1, the City Clerk is instructed to cause this resolution to be published one time in a newspaper of general circulation within the City within 15 days after adoption.

5. In accordance with Government Code section 53901, the City Clerk is instructed to file with the Ventura County Auditor within 60 days from July 1, 2020 a certified copy of this resolution.

PASSED AND ADOPTED THIS 2nd day of June 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
MANDALAY BEACH MAINTENANCE DISTRICT
FISCAL YEAR 2020/21 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2020/21 Levy
191-0-380-105	2101 MANDALAY BEACH RD	\$18,898.00
191-0-390-015	2202 MARTINIQUE LN	46.70
191-0-390-025	2200 MARTINIQUE LN	46.70
191-0-390-035	2216 MARTINIQUE LN	46.70
191-0-390-045	2214 MARTINIQUE LN	46.70
191-0-390-055	2212 MARTINIQUE LN	46.70
191-0-390-065	2210 MARTINIQUE LN	46.70
191-0-390-075	2206 MARTINIQUE LN	46.70
191-0-390-085	2204 MARTINIQUE LN	46.70
191-0-390-095	2270 MARTINIQUE LN	46.70
191-0-390-105	2272 MARTINIQUE LN	46.70
191-0-390-115	2274 MARTINIQUE LN	46.70
191-0-390-125	2276 MARTINIQUE LN	46.70
191-0-390-135	2260 MARTINIQUE LN	46.70
191-0-390-145	2262 MARTINIQUE LN	46.70
191-0-390-155	2264 MARTINIQUE LN	46.70
191-0-390-165	2266 MARTINIQUE LN	46.70
191-0-390-175	2244 MARTINIQUE LN	46.70
191-0-390-185	2246 MARTINIQUE LN	46.70
191-0-390-195	2250 MARTINIQUE LN	46.70
191-0-390-205	2252 MARTINIQUE LN	46.70
191-0-390-215	2254 MARTINIQUE LN	46.70
191-0-390-225	2256 MARTINIQUE LN	46.70
191-0-390-235	2240 MARTINIQUE LN	46.70
191-0-390-245	2242 MARTINIQUE LN	46.70
191-0-390-255	2220 MARTINIQUE LN	46.70
191-0-390-265	2222 MARTINIQUE LN	46.70
191-0-390-275	2224 MARTINIQUE LN	46.70
191-0-390-285	2226 MARTINIQUE LN	46.70
191-0-390-295	2230 MARTINIQUE LN	46.70
191-0-390-305	2232 MARTINIQUE LN	46.70
191-0-390-315	2234 MARTINIQUE LN	46.70
191-0-390-325	2236 MARTINIQUE LN	46.70
191-0-390-335	2327 MARTINIQUE LN	46.70
191-0-390-345	2325 MARTINIQUE LN	46.70
191-0-390-355	2321 MARTINIQUE LN	46.70
191-0-390-365	2323 MARTINIQUE LN	46.70
191-0-390-375	2341 MARTINIQUE LN	46.70
191-0-390-385	2343 MARTINIQUE LN	46.70
191-0-390-395	2347 MARTINIQUE LN	46.70
191-0-390-405	2345 MARTINIQUE LN	46.70

CITY OF OXNARD
MANDALAY BEACH MAINTENANCE DISTRICT
FISCAL YEAR 2020/21 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2020/21 Levy
191-0-390-415	2357 MARTINIQUE LN	46.70
191-0-390-425	2355 MARTINIQUE LN	46.70
191-0-390-435	2353 MARTINIQUE LN	46.70
191-0-390-445	2351 MARTINIQUE LN	46.70
191-0-390-455	2367 MARTINIQUE LN	46.70
191-0-390-465	2365 MARTINIQUE LN	46.70
191-0-390-475	2363 MARTINIQUE LN	46.70
191-0-390-485	2361 MARTINIQUE LN	46.70
191-0-390-495	2377 MARTINIQUE LN	46.70
191-0-390-505	2375 MARTINIQUE LN	46.70
191-0-390-515	2373 MARTINIQUE LN	46.70
191-0-390-525	2371 MARTINIQUE LN	46.70
191-0-390-535	2387 MARTINIQUE LN	46.70
191-0-390-545	2385 MARTINIQUE LN	46.70
191-0-390-555	2383 MARTINIQUE LN	46.70
191-0-390-565	2381 MARTINIQUE LN	46.70
191-0-390-575	2382 VINA DEL MAR	46.70
191-0-390-585	2380 VINA DEL MAR	46.70
191-0-390-595	2376 VINA DEL MAR	46.70
191-0-390-605	2374 VINA DEL MAR	46.70
191-0-390-615	2372 VINA DEL MAR	46.70
191-0-390-625	2370 VINA DEL MAR	46.70
191-0-390-635	2386 MARTINIQUE LN	46.70
191-0-390-645	2384 MARTINIQUE LN	46.70
191-0-390-655	2275 MARTINIQUE LN	46.70
191-0-390-665	2277 MARTINIQUE LN	46.70
191-0-390-675	2281 MARTINIQUE LN	46.70
191-0-390-685	2283 MARTINIQUE LN	46.70
191-0-390-695	2285 MARTINIQUE LN	46.70
191-0-390-705	2287 MARTINIQUE LN	46.70
191-0-390-715	2271 MARTINIQUE LN	46.70
191-0-390-725	2273 MARTINIQUE LN	46.70
191-0-390-735	2317 MARTINIQUE LN	46.70
191-0-390-745	2315 MARTINIQUE LN	46.70
191-0-390-755	2313 MARTINIQUE LN	46.70
191-0-390-765	2311 MARTINIQUE LN	46.70
191-0-390-775	2307 MARTINIQUE LN	46.70
191-0-390-785	2305 MARTINIQUE LN	46.70
191-0-390-795	2303 MARTINIQUE LN	46.70
191-0-390-805	2301 MARTINIQUE LN	46.70
191-0-390-815	2221 MARTINIQUE LN	46.70

CITY OF OXNARD
MANDALAY BEACH MAINTENANCE DISTRICT
FISCAL YEAR 2020/21 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2020/21 Levy
191-0-390-825	2223 MARTINIQUE LN	46.70
191-0-390-835	2225 MARTINIQUE LN	46.70
191-0-390-845	2227 MARTINIQUE LN	46.70
191-0-390-855	2231 MARTINIQUE LN	46.70
191-0-390-865	2233 MARTINIQUE LN	46.70
191-0-390-875	2235 MARTINIQUE LN	46.70
191-0-390-885	2237 MARTINIQUE LN	46.70
191-0-390-895	2243 MARTINIQUE LN	46.70
191-0-390-905	2241 MARTINIQUE LN	46.70
191-0-390-915	2257 MARTINIQUE LN	46.70
191-0-390-925	2255 MARTINIQUE LN	46.70
191-0-390-935	2261 MARTINIQUE LN	46.70
191-0-390-945	2263 MARTINIQUE LN	46.70
191-0-390-955	2267 MARTINIQUE LN	46.70
191-0-390-965	2265 MARTINIQUE LN	46.70
191-0-390-975	2355 VINA DEL MAR	46.70
191-0-390-985	2353 VINA DEL MAR	46.70
191-0-400-015	2351 VINA DEL MAR	46.70
191-0-400-025	2345 VINA DEL MAR	46.70
191-0-400-035	2343 VINA DEL MAR	46.70
191-0-400-045	2341 VINA DEL MAR	46.70
191-0-400-055	2339 VINA DEL MAR	46.70
191-0-400-065	2337 VINA DEL MAR	46.70
191-0-400-075	2335 VINA DEL MAR	46.70
191-0-400-085	2333 VINA DEL MAR	46.70
191-0-400-095	2331 VINA DEL MAR	46.70
191-0-400-105	2325 VINA DEL MAR	46.70
191-0-400-115	2323 VINA DEL MAR	46.70
191-0-400-125	2321 VINA DEL MAR	46.70
191-0-400-135	2317 VINA DEL MAR	46.70
191-0-400-145	2315 VINA DEL MAR	46.70
191-0-400-155	2313 VINA DEL MAR	46.70
191-0-400-165	2311 VINA DEL MAR	46.70
191-0-400-175	2305 VINA DEL MAR	46.70
191-0-400-185	2303 VINA DEL MAR	46.70
191-0-400-195	2301 VINA DEL MAR	46.70
191-0-400-205	2227 VINA DEL MAR	46.70
191-0-400-215	2225 VINA DEL MAR	46.70
191-0-400-225	2223 VINA DEL MAR	46.70
191-0-400-235	2221 VINA DEL MAR	46.70
191-0-400-245	2215 VINA DEL MAR	46.70

CITY OF OXNARD
MANDALAY BEACH MAINTENANCE DISTRICT
FISCAL YEAR 2020/21 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2020/21 Levy
191-0-400-255	2213 VINA DEL MAR	46.70
191-0-400-265	2211 VINA DEL MAR	46.70
191-0-400-275	2205 VINA DEL MAR	46.70
191-0-400-285	2203 VINA DEL MAR	46.70
191-0-400-295	2200 VINA DEL MAR	46.70
191-0-400-305	2202 VINA DEL MAR	46.70
191-0-400-315	2204 VINA DEL MAR	46.70
191-0-400-325	2206 VINA DEL MAR	46.70
191-0-400-335	2208 VINA DEL MAR	46.70
191-0-400-345	2220 CANNES SQ	46.70
191-0-400-355	2222 CANNES SQ	46.70
191-0-400-365	2224 CANNES SQ	46.70
191-0-400-375	2226 CANNES SQ	46.70
191-0-400-385	2230 CANNES SQ	46.70
191-0-400-395	2232 CANNES SQ	46.70
191-0-400-405	2234 CANNES SQ	46.70
191-0-400-415	2236 CANNES SQ	46.70
191-0-400-425	2364 VINA DEL MAR	46.70
191-0-400-435	2362 VINA DEL MAR	46.70
191-0-400-445	2360 VINA DEL MAR	46.70
191-0-400-455	2354 VINA DEL MAR	46.70
191-0-400-465	2352 VINA DEL MAR	46.70
191-0-400-475	2350 VINA DEL MAR	46.70
191-0-400-485	2336 VINA DEL MAR	46.70
191-0-400-495	2334 VINA DEL MAR	46.70
191-0-400-505	2332 VINA DEL MAR	46.70
191-0-400-515	2330 VINA DEL MAR	46.70
191-0-400-525	2246 CANNES SQ	46.70
191-0-400-535	2244 CANNES SQ	46.70
191-0-400-545	2242 CANNES SQ	46.70
191-0-400-555	2240 CANNES SQ	46.70
191-0-400-565	2214 CANNES SQ	46.70
191-0-400-575	2212 CANNES SQ	46.70
191-0-400-585	2210 CANNES SQ	46.70
191-0-400-595	2245 MARTINIQUE LN	46.70
191-0-400-605	2247 MARTINIQUE LN	46.70
191-0-400-615	2251 MARTINIQUE LN	46.70
191-0-400-625	2253 MARTINIQUE LN	46.70
191-0-410-015	2121 VINA DEL MAR	46.70
191-0-410-025	2123 VINA DEL MAR	46.70
191-0-410-035	2125 VINA DEL MAR	46.70

CITY OF OXNARD
MANDALAY BEACH MAINTENANCE DISTRICT
FISCAL YEAR 2020/21 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2020/21 Levy
191-0-410-045	2127 VINA DEL MAR	46.70
191-0-410-055	2201 VINA DEL MAR	46.70
191-0-410-065	2183 MARTINIQUE LN	46.70
191-0-410-075	2181 MARTINIQUE LN	46.70
191-0-410-085	2187 MARTINIQUE LN	46.70
191-0-410-095	2185 MARTINIQUE LN	46.70
191-0-410-105	2175 MARTINIQUE LN	46.70
191-0-410-115	2177 MARTINIQUE LN	46.70
191-0-410-125	2173 MARTINIQUE LN	46.70
191-0-410-135	2171 MARTINIQUE LN	46.70
191-0-410-145	2121 MARTINIQUE LN	46.70
191-0-410-155	2123 MARTINIQUE LN	46.70
191-0-410-165	2127 MARTINIQUE LN	46.70
191-0-410-175	2125 MARTINIQUE LN	46.70
191-0-410-185	2131 MARTINIQUE LN	46.70
191-0-410-195	2133 MARTINIQUE LN	46.70
191-0-410-205	2135 MARTINIQUE LN	46.70
191-0-410-215	2137 MARTINIQUE LN	46.70
191-0-410-225	2141 MARTINIQUE LN	46.70
191-0-410-235	2143 MARTINIQUE LN	46.70
191-0-410-245	2145 MARTINIQUE LN	46.70
191-0-410-255	2147 MARTINIQUE LN	46.70
191-0-410-265	2165 MARTINIQUE LN	46.70
191-0-410-275	2167 MARTINIQUE LN	46.70
191-0-410-285	2151 MARTINIQUE LN	46.70
191-0-410-295	2153 MARTINIQUE LN	46.70
191-0-410-305	2155 MARTINIQUE LN	46.70
191-0-410-315	2157 MARTINIQUE LN	46.70
191-0-410-325	2161 MARTINIQUE LN	46.70
191-0-410-335	2163 MARTINIQUE LN	46.70
191-0-410-345	2101 MARTINIQUE ST	46.70
191-0-410-355	2103 MARTINIQUE LN	46.70
191-0-410-365	2105 MARTINIQUE ST	46.70
191-0-410-375	2107 MARTINIQUE ST	46.70
191-0-410-385	2111 MARTINIQUE ST	46.70
191-0-410-395	2113 MARTINIQUE ST	46.70
191-0-410-405	2115 MARTINIQUE LN	46.70
191-0-410-415	2117 MARTINIQUE LN	46.70
191-0-410-425	2110 VINA DEL MAR ST	46.70
191-0-410-435	2112 VINA DEL MAR ST	46.70
191-0-410-445	2114 VINA DEL MAR ST	46.70

CITY OF OXNARD
MANDALAY BEACH MAINTENANCE DISTRICT
FISCAL YEAR 2020/21 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2020/21 Levy
191-0-410-455	2116 VINA DEL MAR ST	46.70
191-0-410-465	2120 VINA DEL MAR ST	46.70
191-0-410-475	2122 VINA DEL MAR ST	46.70
191-0-410-485	2124 VINA DEL MAR ST	46.70
191-0-430-015	4504 ANTIGUA WAY	46.70
191-0-430-025	4506 ANTIGUA WAY	46.70
191-0-430-035	4510 ANTIGUA WAY	46.70
191-0-430-045	4512 ANTIGUA WAY	46.70
191-0-430-055	4514 ANTIGUA WAY	46.70
191-0-430-065	4516 ANTIGUA WAY	46.70
191-0-430-075	4500 ANTIGUA WAY	46.70
191-0-430-085	4502 ANTIGUA WAY	46.70
191-0-430-095	4496 ANTIGUA WAY	46.70
191-0-430-105	4494 ANTIGUA WAY	46.70
191-0-430-115	4492 ANTIGUA WAY	46.70
191-0-430-125	4490 ANTIGUA WAY	46.70
191-0-430-135	4486 ANTIGUA WAY	46.70
191-0-430-145	4484 ANTIGUA WAY	46.70
191-0-430-155	4482 ANTIGUA WAY	46.70
191-0-430-165	4480 ANTIGUA WAY	46.70
191-0-430-175	4475 ANTIGUA WAY	46.70
191-0-430-185	4477 ANTIGUA WAY	46.70
191-0-430-195	4471 ANTIGUA WAY	46.70
191-0-430-205	4473 ANTIGUA WAY	46.70
191-0-430-215	4476 ANTIGUA WAY	46.70
191-0-430-225	4474 ANTIGUA WAY	46.70
191-0-430-235	4472 ANTIGUA WAY	46.70
191-0-430-245	4470 ANTIGUA WAY	46.70
191-0-430-255	4466 ANTIGUA WAY	46.70
191-0-430-265	4464 ANTIGUA WAY	46.70
191-0-430-275	4462 ANTIGUA WAY	46.70
191-0-430-285	4460 ANTIGUA WAY	46.70
191-0-430-295	4444 ANTIGUA WAY	46.70
191-0-430-305	4446 ANTIGUA WAY	46.70
191-0-430-315	4450 ANTIGUA WAY	46.70
191-0-430-325	4452 ANTIGUA WAY	46.70
191-0-430-335	4454 ANTIGUA WAY	46.70
191-0-430-345	4456 ANTIGUA WAY	46.70
191-0-430-355	4440 ANTIGUA WAY	46.70
191-0-430-365	4442 ANTIGUA WAY	46.70
191-0-430-375	4434 ANTIGUA WAY	46.70

CITY OF OXNARD
MANDALAY BEACH MAINTENANCE DISTRICT
FISCAL YEAR 2020/21 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2020/21 Levy
191-0-430-385	4436 ANTIGUA WAY	46.70
191-0-430-395	4432 ANTIGUA WAY	46.70
191-0-430-405	4430 ANTIGUA WAY	46.70
191-0-430-415	4455 ANTIGUA WAY	46.70
191-0-430-425	4457 ANTIGUA WAY	46.70
191-0-430-435	4461 ANTIGUA WAY	46.70
191-0-430-445	4463 ANTIGUA WAY	46.70
191-0-430-455	4465 ANTIGUA WAY	46.70
191-0-430-465	4467 ANTIGUA WAY	46.70
191-0-430-475	4451 ANTIGUA WAY	46.70
191-0-430-485	4453 ANTIGUA WAY	46.70
191-0-430-495	4445 ANTIGUA WAY	46.70
191-0-430-505	4447 ANTIGUA WAY	46.70
191-0-430-515	4443 ANTIGUA WAY	46.70
191-0-430-525	4441 ANTIGUA WAY	46.70
191-0-430-535	4433 ANTIGUA WAY	46.70
191-0-430-545	4431 ANTIGUA WAY	46.70
191-0-430-555	4427 ANTIGUA WAY	46.70
191-0-430-565	4425 ANTIGUA WAY	46.70
191-0-430-575	4423 ANTIGUA WAY	46.70
191-0-430-585	4421 ANTIGUA WAY	46.70
191-0-430-595	4437 ANTIGUA WAY	46.70
191-0-430-605	4435 ANTIGUA WAY	46.70
191-0-430-615	4413 ANTIGUA WAY	46.70
191-0-430-625	4411 ANTIGUA WAY	46.70
191-0-430-635	4407 ANTIGUA WAY	46.70
191-0-430-645	4405 ANTIGUA WAY	46.70
191-0-430-655	4403 ANTIGUA WAY	46.70
191-0-430-665	4401 ANTIGUA WAY	46.70
191-0-430-675	4417 ANTIGUA WAY	46.70
191-0-430-685	4415 ANTIGUA WAY	46.70
191-0-430-695	4481 ANTIGUA WAY	46.70
191-0-430-705	4487 ANTIGUA WAY	46.70
191-0-430-715	4483 ANTIGUA WAY	46.70
191-0-430-725	4485 ANTIGUA WAY	46.70
191-0-440-015	2065 MAJORCA DR	46.70
191-0-440-025	2067 MAJORCA DR	46.70
191-0-440-035	2063 MAJORCA DR	46.70
191-0-440-045	2061 MAJORCA DR	46.70
191-0-440-055	2055 MAJORCA DR	46.70
191-0-440-065	2057 MAJORCA DR	46.70

CITY OF OXNARD
MANDALAY BEACH MAINTENANCE DISTRICT
FISCAL YEAR 2020/21 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2020/21 Levy
191-0-440-075	2053 MAJORCA DR	46.70
191-0-440-085	2051 MAJORCA DR	46.70
191-0-440-095	2013 MAJORCA DR	46.70
191-0-440-105	2011 MAJORCA DR	46.70
191-0-440-115	2005 MAJORCA DR	46.70
191-0-440-125	2007 MAJORCA DR	46.70
191-0-440-135	2003 MAJORCA DR	46.70
191-0-440-145	2001 MAJORCA DR	46.70
191-0-440-155	2015 MAJORCA DR	46.70
191-0-440-165	2017 MAJORCA DR	46.70
191-0-440-175	2023 MAJORCA DR	46.70
191-0-440-185	2021 MAJORCA DR	46.70
191-0-440-195	2025 MAJORCA DR	46.70
191-0-440-205	2027 MAJORCA DR	46.70
191-0-440-215	2033 MAJORCA DR	46.70
191-0-440-225	2031 MAJORCA DR	46.70
191-0-440-235	2035 MAJORCA DR	46.70
191-0-440-245	2037 MAJORCA DR	46.70
191-0-440-255	2043 MAJORCA DR	46.70
191-0-440-265	2041 MAJORCA DR	46.70
191-0-440-275	2047 MAJORCA DR	46.70
191-0-440-285	2045 MAJORCA DR	46.70
191-0-440-295	1965 MAJORCA DR	46.70
191-0-440-305	1967 MAJORCA DR	46.70
191-0-440-315	1973 MAJORCA DR	46.70
191-0-440-325	1971 MAJORCA DR	46.70
191-0-440-335	1975 MAJORCA DR	46.70
191-0-440-345	1977 MAJORCA DR	46.70
191-0-440-355	1963 MAJORCA DR	46.70
191-0-440-365	1961 MAJORCA DR	46.70
191-0-440-375	1955 MAJORCA DR	46.70
191-0-440-385	1957 MAJORCA DR	46.70
191-0-440-395	1953 MAJORCA DR	46.70
191-0-440-405	1951 MAJORCA DR	46.70
191-0-440-415	1945 MAJORCA DR	46.70
191-0-440-425	1947 MAJORCA DR	46.70
191-0-440-435	1943 MAJORCA DR	46.70
191-0-440-445	1941 MAJORCA DR	46.70
191-0-440-455	1933 MAJORCA DR	46.70
191-0-440-465	1931 MAJORCA DR	46.70
191-0-440-475	1937 MAJORCA DR	46.70

CITY OF OXNARD
MANDALAY BEACH MAINTENANCE DISTRICT
FISCAL YEAR 2020/21 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2020/21 Levy
191-0-440-485	1935 MAJORCA DR	46.70
191-0-440-495	1923 MAJORCA DR	46.70
191-0-440-505	1921 MAJORCA DR	46.70
191-0-440-515	1927 MAJORCA DR	46.70
191-0-440-525	1925 MAJORCA DR	46.70
191-0-440-535	1913 MAJORCA DR	46.70
191-0-440-545	1911 MAJORCA DR	46.70
191-0-440-555	1915 MAJORCA DR	46.70
191-0-440-565	1917 MAJORCA DR	46.70
191-0-440-575	1903 MAJORCA DR	46.70
191-0-440-585	1901 MAJORCA DR	46.70
191-0-440-595	1905 MAJORCA DR	46.70
191-0-440-605	1907 MAJORCA DR	46.70
191-0-440-615	1902 MAJORCA DR	46.70
191-0-440-625	1906 MAJORCA DR	46.70
191-0-440-635	1912 MAJORCA DR	46.70
191-0-440-645	1900 MAJORCA DR	46.70
191-0-440-655	1904 MAJORCA DR	46.70
191-0-440-665	1910 MAJORCA DR	46.70
191-0-440-675	1914 MAJORCA DR	46.70
191-0-440-685	1916 MAJORCA DR	46.70
191-0-450-015	1983 SAN SEBASTIAN DR	46.70
191-0-450-025	1981 SAN SEBASTIAN DR	46.70
191-0-450-035	1985 SAN SEBASTIAN DR	46.70
191-0-450-045	1987 SAN SEBASTIAN DR	46.70
191-0-450-055	2013 SAN SEBASTIAN DR	46.70
191-0-450-065	2011 SAN SEBASTIAN DR	46.70
191-0-450-075	2015 SAN SEBASTIAN DR	46.70
191-0-450-085	2017 SAN SEBASTIAN DR	46.70
191-0-450-095	2023 SAN SEBASTIAN DR	46.70
191-0-450-105	2021 SAN SEBASTIAN DR	46.70
191-0-450-115	2025 SAN SEBASTIAN DR	46.70
191-0-450-125	2027 SAN SEBASTIAN DR	46.70
191-0-450-135	2043 SAN SEBASTIAN DR	46.70
191-0-450-145	2041 SAN SEBASTIAN DR	46.70
191-0-450-155	2045 SAN SEBASTIAN DR	46.70
191-0-450-165	2047 SAN SEBASTIAN DR	46.70
191-0-450-175	2063 SAN SEBASTIAN DR	46.70
191-0-450-185	2061 SAN SEBASTIAN DR	46.70
191-0-450-195	2065 SAN SEBASTIAN DR	46.70
191-0-450-205	2067 SAN SEBASTIAN DR	46.70

CITY OF OXNARD
MANDALAY BEACH MAINTENANCE DISTRICT
FISCAL YEAR 2020/21 ASSESSMENT ROLL

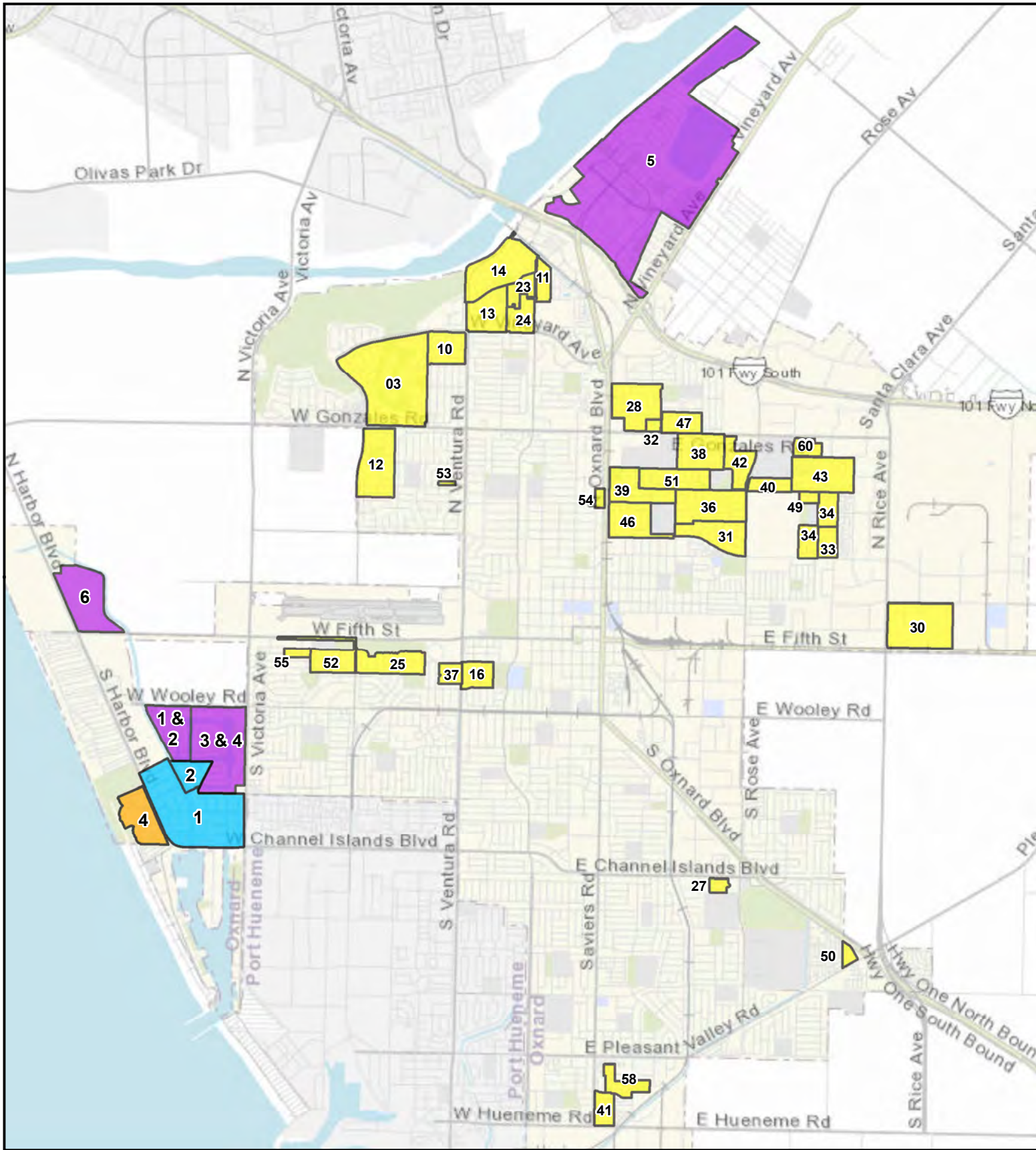
Assessor's Parcel Number	Property Address	Fiscal Year 2020/21 Levy
191-0-460-015	1967 SAN SEBASTIAN DR	46.70
191-0-460-025	1965 SAN SEBASTIAN DR	46.70
191-0-460-035	1961 SAN SEBASTIAN DR	46.70
191-0-460-045	1963 SAN SEBASTIAN DR	46.70
191-0-460-055	4766 SAN SEBASTIAN DR	46.70
191-0-460-065	4764 SAN SEBASTIAN DR	46.70
191-0-460-075	4760 SAN SEBASTIAN DR	46.70
191-0-460-085	4762 SAN SEBASTIAN DR	46.70
191-0-460-095	4746 SAN SEBASTIAN DR	46.70
191-0-460-105	4744 SAN SEBASTIAN DR	46.70
191-0-460-115	4740 SAN SEBASTIAN DR	46.70
191-0-460-125	4742 SAN SEBASTIAN DR	46.70
191-0-460-135	4726 SAN SEBASTIAN DR	46.70
191-0-460-145	4724 SAN SEBASTIAN DR	46.70
191-0-460-155	4720 SAN SEBASTIAN DR	46.70
191-0-460-165	4722 SAN SEBASTIAN DR	46.70
191-0-460-175	4706 SAN SEBASTIAN DR	46.70
191-0-460-185	4704 SAN SEBASTIAN DR	46.70
191-0-460-195	4700 SAN SEBASTIAN DR	46.70
191-0-460-205	4702 SAN SEBASTIAN DR	46.70
191-0-460-215	4676 SAN SEBASTIAN DR	46.70
191-0-460-225	4674 SAN SEBASTIAN DR	46.70
191-0-460-235	4670 SAN SEBASTIAN DR	46.70
191-0-460-245	4672 SAN SEBASTIAN DR	46.70
191-0-460-265	1932 SAN TROPEZ CIR	46.70
191-0-460-275	1930 SAN TROPEZ CIR	46.70
191-0-460-285	1934 SAN TROPEZ CIR	46.70
191-0-460-295	1936 SAN TROPEZ CIR	46.70
191-0-460-305	1952 SAN TROPEZ CIR	46.70
191-0-460-315	1950 SAN TROPEZ CIR	46.70
191-0-460-325	1954 SAN TROPEZ CIR	46.70
191-0-460-335	1956 SAN TROPEZ CIR	46.70
191-0-460-345	1960 SAN TROPEZ CIR	46.70
191-0-460-355	1962 SAN TROPEZ CIR	46.70
191-0-460-365	1964 SAN TROPEZ CIR	46.70
191-0-460-375	1966 SAN TROPEZ CIR	46.70
191-0-460-385	1970 SAN TROPEZ CIR	46.70
191-0-460-395	1972 SAN TROPEZ CIR	46.70
191-0-460-405	1974 SAN TROPEZ CIR	46.70
191-0-460-415	1976 SAN TROPEZ CIR	46.70
191-0-460-425	1982 SAN TROPEZ CIR	46.70

CITY OF OXNARD
MANDALAY BEACH MAINTENANCE DISTRICT
FISCAL YEAR 2020/21 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2020/21 Levy
191-0-460-435	1980 SAN TROPEZ CIR	46.70
191-0-460-445	1984 SAN TROPEZ CIR	46.70
191-0-460-455	1986 SAN TROPEZ CIR	46.70
191-0-460-465	2007 SAN TROPEZ CIR	46.70
191-0-460-475	2005 SAN TROPEZ CIR	46.70
191-0-460-485	2001 SAN TROPEZ CIR	46.70
191-0-460-495	2003 SAN TROPEZ CIR	46.70
191-0-460-505	4737 SAN SEBASTIAN DR	46.70
191-0-460-515	4735 SAN SEBASTIAN DR	46.70
191-0-460-525	4731 SAN SEBASTIAN DR	46.70
191-0-460-535	4733 SAN SEBASTIAN DR	46.70
191-0-460-545	4717 SAN SEBASTIAN DR	46.70
191-0-460-555	4715 SAN SEBASTIAN DR	46.70
191-0-460-565	4711 SAN SEBASTIAN DR	46.70
191-0-460-575	4713 SAN SEBASTIAN DR	46.70
191-0-460-585	4691 SAN SEBASTIAN DR	46.70
191-0-460-595	4693 SAN SEBASTIAN DR	46.70
191-0-460-605	4695 SAN SEBASTIAN DR	46.70
191-0-460-615	4697 SAN SEBASTIAN DR	46.70
191-0-460-625	4681 SAN SEBASTIAN DR	46.70
191-0-460-635	4683 SAN SEBASTIAN DR	46.70
191-0-460-645	4685 SAN SEBASTIAN DR	46.70
191-0-460-655	4687 SAN SEBASTIAN DR	46.70
191-0-460-665	1943 SAN TROPEZ CIR	46.70
191-0-460-675	1941 SAN TROPEZ CIR	46.70
191-0-460-685	1945 SAN TROPEZ CIR	46.70
191-0-460-695	1947 SAN TROPEZ CIR	46.70
191-0-460-705	1990 SAN TROPEZ CIR	46.70
191-0-460-715	1992 SAN TROPEZ CIR	46.70
191-0-460-725	1996 SAN TROPEZ CIR	46.70
191-0-460-735	1994 SAN TROPEZ CIR	46.70
TOTAL	441 Parcels	\$39,446.00

CITY OF OXNARD ASSESSMENT DISTRICTS

ITEM #K-3



- | | |
|---|--|
| Maintenance Assessment District (District No.) | Community Facilities District (District No.) |
| Waterway Assessment District (Zone No.) | Landscape Maintenance District (District No.) |



CITY OF OXNARD - SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICTS * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS

1 & 2 – Westport at Mandalay Bay	5 – Riverpark
3 & 4 – Seabridge at Mandalay Bay	6 – Northshore at Mandalay Bay

LANDSCAPE MAINTENANCE DISTRICTS

3 – Riverridge	31 - Rancho De La Rosa	43 – Greenbelt
10 – Country Club	32 – Oak Park	46 – Daily Ranch
12 – Standard Pacific	33 – El Paseo	47 – Sycamore Place
13 – Le Village	34 – Sunrise Pt/ Sunset Cove	49 – Cameron Ranch
14 – California Cove	36 – Villa Santa Cruz	50 – PV Senior Housing
16 – California Lighthouse	37 – Pacific Breeze	51 – Pfeiler
23 – Greystone	38 – Aldea Del Mar	52 – Wingfield
24 – Vineyards	39 – El Sueno Promesa	53 – Huff Court
25 – The Pointe	39 – DR Horton	54 – Meadowcrest
27 – Rose Island	40 – Cantada	55 – Wingfield West
28 – Harborside	41 – Pacific Cove	58 – Westwind
30 - Haas Automation	42 – Cantabria/Coronado	60 - Artisan

MAINTENANCE ASSESSMENT DISTRICT

4 – Mandalay Beach/Colony

WATERWAYS ASSESSMENT DISTRICTS

Zone 1 – Mandalay Bay	Zone 2 – Harbour Island
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5/28/2020

Adoption of Resolution to Levy the Fiscal Year 2020-21 Assessments in Mandalay Beach Maintenance District

City Council
June 2, 2020

Adam Smith,
Project Manager



RECOMMENDATION

That the City Council, acting as the legislative body for the Mandalay Beach Maintenance District, approve and authorize:

1. Holding a public hearing to receive public testimony regarding the proposed Fiscal Year 2020-21 assessments for the Mandalay Beach Maintenance District; and
2. Adopting a resolution fixing the special assessments in the Mandalay Beach Maintenance District for Fiscal Year 2020-21

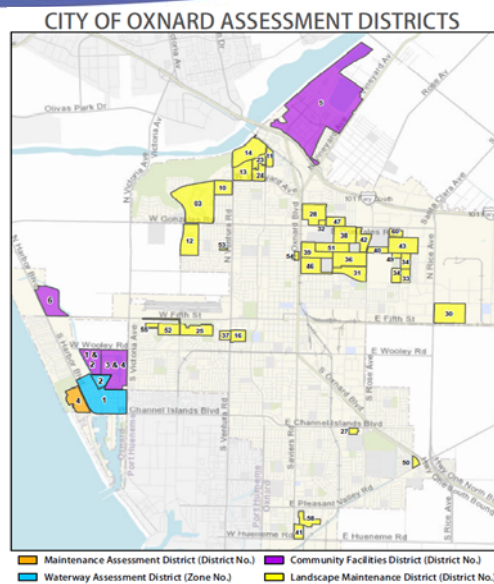
5/28/2020

BACKGROUND

- On November 22, 1983, the Mandalay Beach Maintenance District (District) was formed pursuant to the Improvement Act of 1911, in order to recover the cost of the City's maintenance of a 36-acre beach area, plus landscaping on public rights-of-way within Tract No. 2923
- July 1, 1986: City's responsibility to maintain the above-mentioned areas became effective
- July 5, 1988: City Council adopted Resolution No. 9,500, which shifted the bulk of the District's beach maintenance costs from residents of The Colony to the Mandalay Beach Resort Hotel

3

MAP OF ASSESSMENT DISTRICTS IN CITY



Additional information can be found at: oxnard.org/city-department/publicworks

4

5/28/2020

DISCUSSION

- Total assessment levy for Fiscal Year 2020-21 is unchanged from Fiscal Year 2019-20 at \$39,446

Landscaping:

- District maintains 66,660 square feet of public landscaping. Based on an agreement between the residential developers and the Mandalay Beach Resort Hotel executed in February 1984 - \$21,346 allocated cost:
 - 75.4% to The Colony residential development of \$16,095
 - 24.6% to the Embassy Suite hotel of \$5,251

5

DISCUSSION

Beach Maintenance:

- District bears 60% of the beach maintenance cost. Of that, 75.4% is paid by the Embassy Suite's hotel and 24.6% is paid by the Colony.

	District	City
Annual Costs = \$30,092		
Percent Share	60%	40%
FY 20-21 Shared Costs	\$18,055	\$12,037
County Collection Fee	\$45	\$0
Total Beach Maintenance Cost	\$18,100	\$12,037
Embassy Suite's Share (75.4%)	\$13,647	\$0
Colony's Share (24.6%)	\$4,453	\$0

6

5/28/2020

FINANCIAL IMPACT

- City will assess property owners in Fiscal Year 2020-21 to pay landscape maintenance costs and 60% of beach maintenance costs for the Mandalay Beach Maintenance District.
- City's portion of the beach maintenance, 40% equaling \$12,037, will be included as a transfer out contribution to MAD 4 from the General Fund in Fiscal Year 2020-21

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CITY COUNCIL AGENDA REPORT
PUBLIC HEARINGS
AGENDA ITEM NO. K.4

DATE: June 2, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Adoption of Resolution to Levy Waterways Maintenance District Assessments for Fiscal Year 2020-21.
(5/5/5)

RECOMMENDATION

That the City Council, acting as the legislative body for the Waterways Maintenance Assessment District, approve and authorize:

1. Holding a public hearing regarding proposed assessments for the Waterways Maintenance District for Fiscal Year 2020-21; and
2. Adopting a resolution for Fiscal Year 2020-21 fixing assessments for the Waterways Maintenance District.

BACKGROUND

The assessment district for the maintenance of the waterways and landscaping on public rights-of-way within Mandalay Bay was established on June 16, 1970 by Resolution No. 5,144. In contrast to the City of Oxnard's (City) landscape maintenance districts formed under the 1972 Landscaping and Lighting Act, this waterways district was formed pursuant to the Improvement Act of 1911 (the Act) in order to recover the City's cost of maintenance of waterways and landscaping on public rights-of-way within Mandalay Bay. Assessments are levied according to the procedures set out in section 5820 et seq. of the Act. The assessments are exempt from Article XIID of the California Constitution by reason of section 5 thereof. In Fiscal Year (FY) 2020-21, the Waterways Maintenance Assessment District consists of two zones:

Zone 1 - Mandalay Bay; and
 Zone 2 - Harbour Island.

DISCUSSION

The recommended resolution sets the assessments to be collected for Fiscal Year 2020-21. After City Council adopts the resolution, assessment data will be delivered to the Ventura County Auditor-Controller's Office for processing and collection of FY 2020-21 assessments. The proposed rates and methodology for FY 2020-21 are \$444,257.68 for Zone 1 (Mandalay Bay) and \$47,949.30 for Zone 2 (Harbour Island). Maintenance costs for FY 2020-21 are projected to be apportioned as follows:

DIRECT MAINTENANCE

The City's recommended budget for direct maintenance including landscaping maintenance, utility costs and waterways debris removal services, including contingency costs for Fiscal Year 2020-21 is \$394,570 for Mandalay Bay and \$33,539 for Harbour Island. Funds levied in excess of the budget will be held in reserves for future projects. For FY 2020-21,

\$3,037 will be held in reserves.

OVERHEAD, CITY STAFF, AND CONSULTING SERVICES

The City's recommended budget for overhead, staff costs and consulting services for FY 2020-21 is \$46,152 for Mandalay Bay and \$13,517 for Harbour Island.

COUNTY FEE

The City's recommended budget for County fees for FY 2020-21 is \$1,246 for Mandalay Bay and \$145 for Harbour Island.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The estimated cost of maintenance in Fiscal Year 2020-21 for the two Waterway Maintenance District funds (Fund 121 and Fund 177) is equal to the assessments of \$492,207. The amount will be assessed to the property owners in the district and will be placed on the Ventura County tax roll in Fiscal Year 2020-21, the same as in prior years.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Adam Smith, Project Manager

ATTACHMENTS

1. Resolution Approving Levy of Waterways
2. Waterways Assessment Roll
3. Special Districts Map and Legend
4. Waterways Public Hearing Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD FIXING ASSESSMENTS ON PROPERTY IN THE WATERWAY MAINTENANCE DISTRICT FOR FISCAL YEAR 2020-21

WHEREAS, by Resolution No. 5144, adopted June 16, 1970, the City Council formed the Waterway Maintenance District ("the District") pursuant to the maintenance district provisions of the Improvement Act of 1911 (Streets and Highways Code Section 5820 et seq.); and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to the assessment at the time assessments were initially imposed; and

WHEREAS, the City Council is required by Streets and Highways Code Section 5830 to estimate the costs of maintaining and operating the improvements within the District, to decide whether the costs of such maintenance and operations shall be borne wholly or partially by the District, and to fix assessments within the District sufficient to raise the money to pay for such costs; and

WHEREAS, assessments were levied in the District in Fiscal Year 2019-20, and such assessments are not proposed to increase in Fiscal Year 2020-21; and,

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for the sidewalks, streets, water, flood control, drainage systems and vector control, inasmuch as the waterway serves much as a street, manages water and is part of the flood control and drainage systems in the District; the landscaping is located in or adjacent to sidewalks, streets and other public rights of way and maintenance of the landscaping involves irrigation and vector control; and the other improvements maintained with assessments, such as parking areas and fences, are located in or adjacent to sidewalks, streets and the waterways; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIID of the California Constitution, by reason of Section 5 thereof.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The budget for Fiscal Year 2020-21 for the Waterway Maintenance Assessment District is hereby approved as follows:

Landscape Maintenance	\$310,570
Waterway Maintenance	\$97,000
Overhead, City Staff and Consulting Services	\$59,669
County Collection Fee	\$1,391
<u>Additions to Reserves</u>	<u>\$3,037</u>
	\$492,207
 Total Budget Requirements	 \$492,207
Less Max Assessment Levy	<u>(492,207)</u>
Net	\$0
 Required Surplus Fund Balance Transfer	 \$0
County Assessment Roll	\$492,207

2. The cost of \$492,207 for maintaining and operating channels, parking and landscaping shall be borne by the District.
3. Assessments for the purpose of raising budgeted funds of \$492,207 for the District for the fiscal year beginning July 1, 2020, as shown in paragraph 1 of the line entitled, "Assessment Required," are hereby fixed and as set forth in the assessment roll attached hereto and made a part hereof (Exhibit A), showing the assessment for each parcel according to the benefit received by each parcel, as determined by the engineer's report approved by the City Council on May 10, 1988.
4. In accordance with Government Code section 36936.1, the City Clerk is instructed to cause this resolution to be published one time in a newspaper of general circulation within the City within 15 days after adoption.
5. In accordance with Government Code section 53901, the City Clerk is instructed to file with the Ventura County Auditor within 60 days from July 1, 2020 a certified copy of this resolution.

PASSED AND ADOPTED THIS 2nd day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Tim Flynn, Mayor

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A

**CITY OF OXNARD
WATERWAYS ASSESSMENT DISTRICT (MANDALAY BAY)
FISCAL YEAR 2020/21 ASSESSMENT ROLL**

Assessor's Parcel Number	Property Address	Fiscal Year 2020/21 Levy
188-0-011-015	3900 W HEMLOCK ST	\$657.32
188-0-011-025	3904 W HEMLOCK AVE	634.64
188-0-011-035	3910 W HEMLOCK ST	634.64
188-0-011-045	3920 W HEMLOCK ST	679.98
188-0-011-055	3930 W HEMLOCK ST	679.98
188-0-012-015	3866 W HEMLOCK ST	657.32
188-0-012-025	3860 W HEMLOCK ST	634.64
188-0-012-035		657.32
188-0-012-045	3840 W HEMLOCK ST	679.98
188-0-012-055	3830 W HEMLOCK ST	679.98
188-0-012-065	3820 W HEMLOCK AVE	679.98
188-0-012-075	3810 W HEMLOCK ST	657.32
188-0-012-085	3804 W HEMLOCK ST	657.32
188-0-013-015	2015 VICTORIA AVE	725.30
188-0-013-025	2025 S VICTORIA AVE	679.98
188-0-013-035	2035 S VICTORIA AVE	679.98
188-0-013-045	2045 S VICTORIA AVE	679.98
188-0-013-055	2051 S VICTORIA AVE	679.98
188-0-013-065	2055 S VICTORIA AVE	679.98
188-0-013-115	2141 VICTORIA AVE	725.30
188-0-013-125		725.30
188-0-013-135	2161 S VICTORIA AVE	725.30
188-0-013-145	2201 S VICTORIA AVE	725.30
188-0-013-155	2205 S VICTORIA AVE	725.30
188-0-013-205	2101 S VICTORIA AVE	679.98
188-0-013-215	2111 S VICTORIA AVE	679.98
188-0-013-225	2121 S VICTORIA AVE	679.98
188-0-013-235	2131 VICTORIA AVE	679.98
188-0-013-245	2211 S VICTORIA AVE	679.98
188-0-013-255	2221 S VICTORIA AVE	679.98
188-0-013-265	2231 S VICTORIA AVE	679.98
188-0-013-275	2241 S VICTORIA AVE	679.98
188-0-014-015		770.64
188-0-014-025	2221 MONACO DR	1,014.50
188-0-014-035	2215 MONACO DR	815.98
188-0-014-045	2211 MONACO DR	793.30
188-0-014-055	2204 MONACO DR	793.30
188-0-014-065	2214 MONACO DR	793.30
188-0-014-075	2220 MONACO DR	1,019.96

188-0-014-085	2230 MONACO DR	725.30
188-0-015-015	2015 NAPOLI DR	725.30
188-0-015-025	2025 NAPOLI DR	679.98
188-0-015-035	2035 NAPOLI DR	679.98
188-0-015-045	2045 NAPOLI DR	679.98
188-0-015-055	2101 NAPOLI DR	679.98
188-0-015-065	2111 NAPOLI DR	679.98
188-0-015-075		725.30
188-0-015-085		1,019.96
188-0-015-095	2135 NAPOLI DR	793.30
188-0-015-105	2141 NAPOLI DR	815.98
188-0-015-115	2150 NAPOLI DR	793.30
188-0-015-125	2140 NAPOLI DR	793.30
188-0-015-135	2130 NAPOLI DR	1,019.96
188-0-015-145	2120 NAPOLI DR	725.30
188-0-015-155	2110 NAPOLI DR	679.98
188-0-015-165	2100 NAPOLI DR	679.98
188-0-015-175	2044 NAPOLI DR	679.98
188-0-015-185	2034 NAPOLI DR	679.98
188-0-015-195		679.98
188-0-015-205	2014 NAPOLI DR	725.30
188-0-021-015	2241 MONACO DR	702.64
188-0-021-025	2251 MONACO DR	702.64
188-0-021-035	2261 MONACO DR	702.64
188-0-021-045	2301 MONACO DR	702.64
188-0-021-105	2351 MONACO DR	702.64
188-0-021-115	2361 MONACO DR	725.30
188-0-021-125	2401 MONACO DR	702.64
188-0-021-135	2411 MONACO DR	702.64
188-0-021-145	2421 MONACO DR	702.64
188-0-021-155	2431 MONACO DR	702.64
188-0-021-165	2441 MONACO DR	702.64
188-0-021-175	2451 MONACO DR	702.64
188-0-021-185	2501 MONACO DR	702.64
188-0-021-195	2511 MONACO DR	725.30
188-0-021-205	2521 MONACO DR	793.30
188-0-021-245	2544 MONACO DR	702.64
188-0-021-255	2534 MONACO DR	929.30
188-0-021-265	2524 MONACO DR	725.30
188-0-021-275	2514 MONACO DR	702.64
188-0-021-285	2504 MONACO DR	702.64
188-0-021-295	2454 MONACO DR	679.98
188-0-021-305	2444 MONACO DR	702.64
188-0-021-315	2434 MONACO DR	679.98
188-0-021-325	2424 MONACO DR	770.64
188-0-021-335	2414 MONACO DR	770.64
188-0-021-345	2404 MONACO DR	679.98

188-0-021-355	2531 MONACO DR	272.00
188-0-021-365	2531 MONACO DR	634.64
188-0-021-375	2541 MONACO DR	272.00
188-0-021-385	2541 MONACO DR	430.66
188-0-021-395	2550 MONACO DR	611.98
188-0-021-405	2550 MONACO DR	90.66
188-0-021-435	2305 MONACO DR	861.30
188-0-021-475	2341 MONACO DR	702.64
188-0-021-485	2321 MONACO DR	1,019.96
188-0-022-015	2240 MONACO DR	702.64
188-0-022-025	2250 MONACO DR	679.98
188-0-022-035	2260 MONACO DR	679.98
188-0-022-045	2300 MONACO DR	679.98
188-0-022-055	2304 MONACO DR	679.98
188-0-022-065	2310 MONACO DR	679.98
188-0-022-075	2320 MONACO DR	679.98
188-0-022-085	2330 MONACO DR	679.98
188-0-022-095	2340 MONACO DR	679.98
188-0-022-105	2350 MONACO DR	702.64
188-0-023-015	2251 VICTORIA AVE	679.98
188-0-023-025	2255 S VICTORIA AVE	702.64
188-0-023-035	2261 VICTORIA AVE	679.98
188-0-023-045	2301 S VICTORIA AVE	702.64
188-0-023-055	2305 VICTORIA AVE	679.98
188-0-023-065	2311 VICTORIA AVE	679.98
188-0-023-075	2321 S VICTORIA AVE	679.98
188-0-023-085	2331 S VICTORIA AVE	702.64
188-0-023-095	2341 S VICTORIA AVE	702.64
188-0-023-105	2351 S VICTORIA AVE	702.64
188-0-024-015	2401 VICTORIA AVE	679.98
188-0-024-025	2411 VICTORIA AVE	702.64
188-0-024-035	2421 VICTORIA AVE	679.98
188-0-024-045	2431 VICTORIA AVE	702.64
188-0-024-055	2441 VICTORIA AVE	679.98
188-0-024-065	2451 VICTORIA AVE	702.64
188-0-024-075	2501 VICTORIA AVE	702.64
188-0-024-085	2511 VICTORIA AVE	702.64
188-0-024-095	2521 VICTORIA AVE	702.64
188-0-024-105	2531 VICTORIA AVE	702.64
188-0-024-115	2541 VICTORIA AVE	679.98
188-0-024-125	2551 VICTORIA AVE	702.64
188-0-024-135	2561 VICTORIA AVE	702.64
188-0-031-025	2320 PENINSULA RD	697.98
188-0-031-035	2330 PENINSULA RD	634.64
188-0-031-045	2340 PENINSULA RD	634.64
188-0-031-055		634.64
188-0-032-015	4045 ISCHIA DR	725.30

188-0-032-025	4041 ISCHIA DR	679.98
188-0-032-035	4035 ISCHIA DR	679.98
188-0-032-045	4031 ISCHIA DR	679.98
188-0-032-055	4025 ISCHIA DR	702.64
188-0-032-065	4021 ISCHIA DR	725.30
188-0-032-075		951.96
188-0-032-085	4005 ISCHIA DR	725.30
188-0-032-095	4000 ISCHIA DR	725.30
188-0-032-105	4010 ISCHIA DR	725.30
188-0-032-115	4014 ISCHIA DR	951.96
188-0-032-125	4020 ISCHIA DR	725.30
188-0-032-135	4024 ISCHIA DR	725.30
188-0-032-145	4030 ISCHIA DR	679.98
188-0-032-155	4034 ISCHIA DR	679.98
188-0-032-165	4040 ISCHIA DR	679.98
188-0-032-175	4044 ISCHIA DR	725.30
188-0-033-015	2400 PENINSULA RD	634.64
188-0-033-025	2410 PENINSULA RD	634.64
188-0-033-035	2420 PENINSULA RD	634.64
188-0-033-045	2430 PENINSULA RD	679.98
188-0-033-055	2440 PENINSULA RD	679.98
188-0-033-065	2500 PENINSULA RD	679.98
188-0-033-075	2510 PENINSULA RD	679.98
188-0-033-085	2520 PENINSULA RD	679.98
188-0-033-095	4047 NICE CT	679.98
188-0-034-015	2331 PENINSULA RD	702.64
188-0-034-025	2341 PENINSULA RD	702.64
188-0-034-035	2355 PENINSULA RD	702.64
188-0-034-045	2401 PENINSULA RD	702.64
188-0-034-055	2411 PENINSULA RD	702.64
188-0-034-065	2421 PENINSULA RD	725.30
188-0-034-075	2431 PENINSULA RD	725.30
188-0-034-085	2441 PENINSULA RD	747.98
188-0-034-095	2501 PENINSULA RD	725.30
188-0-034-105	2511 PENINSULA RD	725.30
188-0-034-115	2521 PENINSULA RD	702.64
188-0-034-125	2525 PENINSULA DR	770.64
188-0-035-015	4101 W CHANNEL ISLANDS BLVD	453.32
188-0-035-025	4105 W CHANNEL ISLANDS BLVD	453.32
188-0-035-035	4111 W CHANNEL ISLANDS BLVD	453.32
188-0-035-055	4121 W CHANNEL ISLANDS BLVD	453.32
188-0-035-065	4125 W CHANNEL ISLANDS BLVD	453.32
188-0-035-075	4131 W CHANNEL ISLANDS BLVD	453.32
188-0-035-085	4135 W CHANNEL ISLANDS BLVD	453.32
188-0-035-095	4141 W CHANNEL ISLANDS BLVD	521.32
188-0-036-015	4041 NICE CT	725.30
188-0-036-025	4035 NICE CT	679.98

188-0-036-035		679.98
188-0-036-045		702.64
188-0-036-055	4021 NICE CT	725.30
188-0-036-065	4015 NICE CT	951.96
188-0-036-075	4005 NICE CT	725.30
188-0-036-085		725.30
188-0-036-095		725.30
188-0-036-105		294.66
188-0-036-115		657.32
188-0-036-125	4020 NICE CT	362.66
188-0-036-135	4020 NICE CT	362.66
188-0-036-145	4024 NICE CT	339.98
188-0-036-155	4024 NICE CT	362.66
188-0-036-165	4030 NICE CT	362.66
188-0-036-175		362.66
188-0-037-015	2540 PENINSULA RD	566.64
188-0-037-025	2540 PENINSULA RD	136.00
188-0-037-035	2544 PENINSULA RD	702.64
188-0-037-045	2550 PENINSULA RD	702.64
188-0-037-055	2560 PENINSULA RD	702.64
188-0-041-015	2000 PENINSULA RD	634.64
188-0-041-025	4050 W HEMLOCK ST	634.64
188-0-041-035	4040 W HEMLOCK ST	634.64
188-0-041-045	4030 W HEMLOCK ST	679.98
188-0-041-055	4020 W HEMLOCK ST	679.98
188-0-041-065	4010 W HEMLOCK ST	634.64
188-0-041-075	4004 W HEMLOCK DR	634.64
188-0-041-085	4000 W HEMLOCK ST	634.64
188-0-042-015	3966 W HEMLOCK ST	634.64
188-0-042-025	3960 W HEMLOCK ST	634.64
188-0-042-035	3950 W HEMLOCK ST	634.64
188-0-042-045	3940 W HEMLOCK ST	679.98
188-0-043-015	2015 RAVOLI DR	725.30
188-0-043-025	2025 RAVOLI DR	679.98
188-0-043-035	2035 RAVOLI DR	679.98
188-0-043-045	2045 RAVOLI DR	679.98
188-0-043-055	2101 RAVOLI DR	679.98
188-0-043-065	2111 RAVOLI DR	679.98
188-0-043-075	2121 RAVOLI DR	725.30
188-0-043-085	2131 RAVOLI DR	1,019.96
188-0-043-095	2135 RAVOLI DR	793.30
188-0-043-105	2141 RAVOLI DR	793.30
188-0-043-115	2150 RAVOLI DR	793.30
188-0-043-125	2140 RAVOLI DR	815.98
188-0-043-135	2130 RAVOLI DR	1,019.96
188-0-043-145	2120 RAVOLI DR	725.30
188-0-043-155	2110 RAVOLI DR	679.98

188-0-043-165		679.98
188-0-043-175		679.98
188-0-043-185	2034 RAVOLI DR	679.98
188-0-043-195	2024 RAVOLI DR	679.98
188-0-043-205	2014 RAVOLI DR	725.30
188-0-044-015	2014 PENINSULA RD	725.30
188-0-044-025	2024 PENINSULA RD	679.98
188-0-044-035	2034 PENINSULA RD	679.98
188-0-044-045	2044 PENINSULA RD	679.98
188-0-044-055	2100 PENINSULA RD	679.98
188-0-044-065	2110 PENINSULA RD	679.98
188-0-044-075	2120 PENINSULA RD	725.30
188-0-044-085	2130 PENINSULA RD	1,019.96
188-0-044-095	2140 PENINSULA RD	725.30
188-0-044-105	2150 PENINSULA RD	725.30
188-0-044-115	2155 PENINSULA RD	725.30
188-0-044-125	2141 PENINSULA RD	725.30
188-0-044-135	2141 PENINSULA RD	1,019.96
188-0-044-145		770.64
188-0-044-155	2111 PENINSULA RD	702.64
188-0-044-165	2101 PENINSULA RD	702.64
188-0-044-175	2061 PENINSULA RD	702.64
188-0-044-185	2051 PENINSULA RD	702.64
188-0-044-195	2041 PENINSULA RD	702.64
188-0-044-205	2031 PENINSULA RD	725.30
188-0-044-215	2021 PENINSULA RD	634.64
188-0-044-225	2011 PENINSULA RD	634.64
188-0-044-235		634.64
188-0-045-015	4101 ROMANY DR	725.30
188-0-045-025	4065 ROMANY DR	725.30
188-0-045-035	4061 ROMANY DR	725.30
188-0-045-045	4051 ROMANY DR	725.30
188-0-045-055	4045 ROMANY DR	747.98
188-0-045-065	4041 ROMANY DR	725.30
188-0-045-075	4035 ROMANY DR	725.30
188-0-045-085	4031 ROMANY DR	725.30
188-0-045-095		838.64
188-0-045-105	4021 ROMANY DR	1,019.96
188-0-045-115	4011 ROMANY DR	725.30
188-0-045-125	4005 ROMANY DR	725.30
188-0-045-135	4000 ROMANY DR	747.98
188-0-045-145	4010 ROMANY DR	725.30
188-0-045-155	4020 ROMANY DR	951.96
188-0-045-165	4024 ROMANY DR	725.30
188-0-045-175	4030 ROMANY DR	679.98
188-0-045-185	4034 ROMANY DR	679.98
188-0-045-195	4040 ROMANY DR	679.98

188-0-045-205	4044 ROMANY DR	725.30
188-0-045-215		725.30
188-0-045-225	4111 ROMANY DR	725.30
188-0-045-235	4121 ROMANY DR	725.30
188-0-045-245	4131 ROMANY DR	725.30
188-0-045-255	4141 ROMANY DR	747.98
188-0-045-265	4151 ROMANY DR	747.98
188-0-046-015	2230 PENINSULA RD	634.64
188-0-046-025		634.64
188-0-046-035	2250 PENINSULA RD	634.64
188-0-046-045	2300 PENINSULA RD	679.98
188-0-047-015	2231 PENINSULA RD	725.30
188-0-047-025	2241 PENINSULA RD	702.64
188-0-047-035	2251 PENINSULA RD	702.64
188-0-047-045	2301 PENINSULA RD	702.64
188-0-047-055		702.64
188-0-047-065	2321 PENINSULA RD	702.64
188-0-051-015	2000 KINGSBRIDGE WAY	498.64
188-0-051-025	2010 KINGSBRIDGE WAY	453.32
188-0-051-035	2020 KINGSBRIDGE WAY	453.32
188-0-051-045	2030 KINGSBRIDGE WAY	453.32
188-0-051-055	2040 KINGSBRIDGE WAY	453.32
188-0-051-065	2050 KINGSBRIDGE WAY	498.64
188-0-051-085	2100 KINGSBRIDGE WAY	498.64
188-0-051-095	2110 KINGSBRIDGE WAY	453.32
188-0-051-105	2120 KINGSBRIDGE WAY	453.32
188-0-051-115	2130 KINGSBRIDGE WAY	453.32
188-0-051-125	2140 KINGSBRIDGE WAY	453.32
188-0-051-135	2144 KINGSBRIDGE WAY	498.64
188-0-052-015	2005 JAMESTOWN WAY	498.64
188-0-052-025	2011 JAMESTOWN WAY	453.32
188-0-052-035	2015 JAMESTOWN WAY	453.32
188-0-052-045	2021 JAMESTOWN WAY	453.32
188-0-052-055	2025 JAMESTOWN WAY	453.32
188-0-052-065	2031 JAMESTOWN WAY	498.64
188-0-052-085	2041 JAMESTOWN WAY	498.64
188-0-052-095	2045 JAMESTOWN WAY	453.32
188-0-052-105	2051 JAMESTOWN WAY	453.32
188-0-052-115	2055 JAMESTOWN WAY	453.32
188-0-052-125	2061 JAMESTOWN WAY	498.64
188-0-052-145	2101 JAMESTOWN WAY	498.64
188-0-052-155	2111 JAMESTOWN WAY	453.32
188-0-052-165	2121 JAMESTOWN WAY	453.32
188-0-052-175	2131 JAMESTOWN WAY	453.32
188-0-052-185	2141 JAMESTOWN WAY	498.64
188-0-053-015	2000 JAMESTOWN WAY	453.32
188-0-053-025	2004 JAMESTOWN WAY	453.32

188-0-053-035	2010 JAMESTOWN WAY	453.32
188-0-053-045	2014 JAMESTOWN WAY	453.32
188-0-053-055	2020 JAMESTOWN WAY	453.32
188-0-053-065	2024 JAMESTOWN WAY	498.64
188-0-053-085	2034 JAMESTOWN WAY	498.64
188-0-053-095	2040 JAMESTOWN WAY	453.32
188-0-053-105	2044 JAMESTOWN WAY	453.32
188-0-053-115	2050 JAMESTOWN WAY	453.32
188-0-053-125	2054 JAMESTOWN WAY	453.32
188-0-053-135	2060 JAMESTOWN WAY	498.64
188-0-053-155	2100 JAMESTOWN WAY	498.64
188-0-053-165	2110 JAMESTOWN WAY	453.32
188-0-053-175	2120 JAMESTOWN WAY	453.32
188-0-053-185	2130 JAMESTOWN WAY	453.32
188-0-053-195	2140 JAMESTOWN WAY	453.32
188-0-053-205	2144 JAMESTOWN WAY	566.64
188-0-054-115	4150 W HEMLOCK ST	725.30
188-0-054-125	2000 GREENCASTLE WAY	634.64
188-0-054-135	4210 W HEMLOCK ST	634.64
188-0-054-145	4200 W HEMLOCK ST	634.64
188-0-054-155	4144 W HEMLOCK ST	725.30
188-0-054-165		702.64
188-0-054-175	4132 W HEMLOCK ST	770.64
188-0-055-015	2001 GREENCASTLE WAY	815.98
188-0-055-045	2021 GREENCASTLE WAY	815.98
188-0-055-055	120 GREENCASTLE WAY	815.98
188-0-055-065	2041 GREENCASTLE WAY	815.98
188-0-055-075	2051 GREENCASTLE WAY	838.64
188-0-055-085	2061 GREENCASTLE WAY	838.64
188-0-055-095	2065 GREENCASTLE WAY	838.64
188-0-055-105		838.64
188-0-055-115	2115 GREENCASTLE WAY	838.64
188-0-055-145	2145 GREENCASTLE WAY	815.98
188-0-055-155	2155 GREENCASTLE WAY	815.98
188-0-055-165	2150 GREENCASTLE WAY	815.98
188-0-055-175	2144 GREENCASTLE WAY	1,042.64
188-0-055-185	2140 GREENCASTLE WAY	793.30
188-0-055-195	2130 GREENCASTLE WAY	747.98
188-0-055-205		725.30
188-0-055-215	2110 GREENCASTLE WAY	725.30
188-0-055-225	2100 GREENCASTLE WAY	725.30
188-0-055-235	2060 GREENCASTLE WAY	770.64
188-0-055-245	2135 GREENCASTLE WAY	1,586.62
188-0-055-255	2005 GREENCASTLE WAY	1,631.96
188-0-056-015	2151 JAMESTOWN WAY	589.32
188-0-056-025	2155 JAMESTOWN WAY	453.32
188-0-056-035	2161 JAMESTOWN WAY	453.32

188-0-056-045	2167 JAMESTOWN WAY	543.98
188-0-056-055	2164 JAMESTOWN WAY	543.98
188-0-056-065	2160 JAMESTOWN WAY	453.32
188-0-056-075	2154 JAMESTOWN WAY	453.32
188-0-056-085	2150 JAMESTOWN WAY	657.32
188-0-057-015	2164 KINGSBRIDGE WAY	475.98
188-0-057-025	2160 KINGSBRIDGE WAY	453.32
188-0-057-035	2154 KINGSBRIDGE WAY	453.32
188-0-057-045	2150 KINGSBRIDGE WAY	589.32
188-0-061-015	2200 KINGSBRIDGE LN	475.98
188-0-061-025	2204 KINGSBRIDGE LN	453.32
188-0-061-035	2210 KINGSBRIDGE LN	453.32
188-0-061-045	2214 KINGSBRIDGE LN	589.32
188-0-062-015	2221 JAMESTOWN LN	589.32
188-0-062-025	2215 JAMESTOWN LN	453.32
188-0-062-035	2211 JAMESTOWN LN	453.22
188-0-062-045	2205 JAMESTOWN LN	543.98
188-0-062-055	2200 JAMESTOWN LN	543.98
188-0-062-065	2204 JAMESTOWN LN	453.32
188-0-062-075	2210 JAMESTOWN LN	453.32
188-0-062-085	2214 JAMESTOWN LN	634.64
188-0-063-015	2230 GREENCASTLE LN	725.30
188-0-063-025	2240 GREENCASTLE LN	702.64
188-0-063-035	2250 GREENCASTLE LN	702.64
188-0-063-045	2300 GREENCASTLE LN	725.30
188-0-063-055	2310 GREENCASTLE LN	702.64
188-0-063-065		702.64
188-0-063-075	2324 GREENCASTLE LN	725.30
188-0-063-085	2330 GREENCASTLE WAY	702.64
188-0-063-095	2346 GREENCASTLE LN	725.30
188-0-063-105	2350 GREENCASTLE LN	770.64
188-0-063-115	2354 GREENCASTLE LN	1,019.96
188-0-063-125	2360 GREENCASTLE LN	793.30
188-0-063-135	2365 GREENCASTLE LN	815.98
188-0-063-145	2361 GREENCASTLE CT	793.30
188-0-063-155	2355 GREENCASTLE LN	1,110.62
188-0-063-165	2351 GREENCASTLE LN	929.30
188-0-063-175		861.30
188-0-063-185	2331 GREENCASTLE LN	815.98
188-0-063-195	2325 GREENCASTLE LN	815.98
188-0-063-205	2321 GREENCASTLE LN	815.98
188-0-063-215	2311 GREENCASTLE LN	815.98
188-0-063-225	2301 GREENCASTLE LN	815.98
188-0-063-235	2251 GREENCASTLE LN	815.98
188-0-063-245	2241 GREENCASTLE LN	815.98
188-0-063-255	2231 GREENCASTLE LN	815.98
188-0-063-265	2221 GREENCASTLE LN	815.98

188-0-063-275	4221 ROMANY DR	815.98
188-0-063-285	4215 ROMANY DR	1,133.30
188-0-063-295	4211 ROMANY DR	861.30
188-0-063-305	4205 ROMANY DR	747.98
188-0-063-315	4201 ROMANY DR	725.30
188-0-064-015	2230 JAMESTOWN LN	815.98
188-0-064-025	2240 JAMESTOWN LN	838.64
188-0-064-035	2250 JAMESTOWN LN	838.64
188-0-064-045	2260 JAMESTOWN LN	838.64
188-0-064-055	2310 JAMESTOWN LN	838.64
188-0-064-065	2320 JAMESTOWN LN	815.98
188-0-064-075	2330 JAMESTOWN WAY	838.64
188-0-065-015	2231 JAMESTOWN LN	498.64
188-0-065-025	2235 JAMESTOWN LN	453.32
188-0-065-035	2241 JAMESTOWN LN	453.32
188-0-065-045	2251 JAMESTOWN LN	453.32
188-0-065-055	2255 JAMESTOWN LN	453.32
188-0-065-075	2301 JAMESTOWN LN	453.32
188-0-065-085	2311 JAMESTOWN LN	453.32
188-0-065-095	2315 JAMESTOWN LN	453.32
188-0-065-105	2325 JAMESTOWN LN	453.32
188-0-065-115	2335 JAMESTOWN LN	475.98
188-0-066-015	4400 MERIDIAN AVE	453.32
188-0-066-025	4354 MERIDIAN AVE	453.32
188-0-066-035	4350 MERIDIAN AVE	453.32
188-0-066-045	4344 MERIDIAN AVE	453.32
188-0-066-055	4340 MERIDIAN AVE	498.64
188-0-066-075	4334 MERIDIAN AVE	498.64
188-0-066-085	4330 MERIDIAN AVE	453.32
188-0-066-095	4324 MERIDIAN AVE	453.32
188-0-066-105	4320 MERIDIAN AVE	453.32
188-0-066-115	4314 MERIDIAN AVE	453.32
188-0-066-125	4310 MERIDIAN AVE	498.64
188-0-066-145	4304 MERIDIAN AVE	498.64
188-0-066-155	4300 MERIDIAN AVE	453.32
188-0-066-165	4254 MERIDIAN AVE	453.32
188-0-066-175	4250 MERIDIAN AVE	453.32
188-0-066-185	4244 MERIDIAN AVE	453.32
188-0-066-195	4240 MERIDIAN AVE	634.64
188-0-067-015	2230 KINGSBRIDGE LN	498.64
188-0-067-025	2234 KINGSBRIDGE LN	453.32
188-0-067-035	2240 KINGSBRIDGE LN	453.32
188-0-067-045	2250 KINGSBRIDGE LN	453.32
188-0-067-055	2260 KINGSBRIDGE LN	498.64
188-0-067-075	2300 KINGSBRIDGE LN	498.64
188-0-067-085	2310 KINGSBRIDGE LN	453.32
188-0-067-095	2320 KINGSBRIDGE LN	453.32

188-0-067-105	2330 KINGSBRIDGE LN	453.32
188-0-067-115	2340 KINGSBRIDGE LN	498.64
188-0-071-015	2421 OLDHAM CIR	498.64
188-0-071-025	2425 OLDHAM CIR	453.32
188-0-071-035	2431 OLDHAM CIR	453.32
188-0-071-045	2435 OLDHAM CIR	498.64
188-0-071-065	2441 OLDHAM CIR	498.64
188-0-071-075	2445 OLDHAM CIR	453.32
188-0-071-085	2450 OLDHAM CIR	453.32
188-0-071-095	2454 OLDHAM CIR	453.32
188-0-071-105	2460 OLDHAM CIR	453.32
188-0-071-115	2464 OLDHAM CIR	589.32
188-0-072-015	2461 JAMESTOWN CT	589.32
188-0-072-025	2455 JAMESTOWN CT	453.32
188-0-072-035	2451 JAMESTOWN CT	453.32
188-0-072-045	2445 JAMESTOWN CT	543.98
188-0-072-055	2440 JAMESTOWN CT	543.98
188-0-072-065	2444 JAMESTOWN CT	453.32
188-0-072-075	2450 JAMESTOWN CT	453.32
188-0-072-085	2454 JAMESTOWN CT	634.64
188-0-073-011	2521 GREENCASTLE CT	317.32
188-0-073-012	2521 GREENCASTLE CT	317.32
188-0-073-021	2515 GREENCASTLE CT	226.66
188-0-073-022	2515 GREENCASTLE CT	222.66
188-0-073-035	2511 GREENCASTLE CT	453.32
188-0-073-045	2505 GREENCASTLE CT	543.98
188-0-073-055	2500 GREENCASTLE CT	543.98
188-0-073-065	2504 GREENCASTLE CT	453.32
188-0-073-075	2510 GREENCASTLE CT	453.32
188-0-073-085	2514 GREENCASTLE CT	589.32
188-0-074-011	2530 GREENCASTLE CT	249.32
188-0-074-012	2530 GREENCASTLE CT	249.32
188-0-074-025	2540 GREENCASTLE CT	453.32
188-0-074-035		453.32
188-0-074-045	2560 GREENCASTLE CT	498.64
188-0-075-015	2531 GREENCASTLE CT	543.98
188-0-075-025	2541 GREENCASTLE CT	498.64
188-0-075-035	2551 GREENCASTLE CT	498.64
188-0-075-045	2561 GREENCASTLE CT	498.64
188-0-075-055	2565 GREENCASTLE CT	543.98
188-0-076-015	2500 JAMESTOWN CT	543.98
188-0-076-025	2504 JAMESTOWN CT	498.64
188-0-076-035	2510 JAMESTOWN CT	498.64
188-0-076-045	2520 JAMESTOWN CT	543.98
188-0-076-065	2540 JAMESTOWN CT	543.98
188-0-076-075	2550 JAMESTOWN CT	498.64
188-0-076-085	2560 JAMESTOWN CT	498.64

188-0-076-095	2564 JAMESTOWN CT	543.98
188-0-077-015	2501 JAMESTOWN CT	498.64
188-0-077-025	2505 JAMESTOWN CT	453.32
188-0-077-035	2511 JAMESTOWN CT	453.32
188-0-077-045	2521 JAMESTOWN CT	498.64
188-0-077-065	2541 JAMESTOWN CT	498.64
188-0-077-075	2551 JAMESTOWN CT	453.32
188-0-077-085	2561 JAMESTOWN CT	498.64
188-0-078-015	2500 OLDHAM CIR	498.64
188-0-078-025	2510 OLDHAM CIR	453.32
188-0-078-035	2520 OLDHAM CIR	453.32
188-0-078-045	2530 OLDHAM CIR	453.32
188-0-078-055	2540 OLDHAM CIR	453.32
188-0-078-065	2550 OLDHAM CIR	543.98
188-0-081-015	4460 MERIDIAN WAY	498.64
188-0-081-025	4450 MERIDIAN WAY	453.32
188-0-081-035	4440 MERIDIAN WAY	453.32
188-0-081-045	4430 MERIDIAN WAY	453.32
188-0-081-055	4420 MERIDIAN AVE	453.32
188-0-081-065	4414 MERIDIAN WAY	498.64
188-0-081-085	4404 MERIDIAN WAY	498.64
188-0-082-015	4461 MERIDIAN WAY	498.64
188-0-082-025	4445 MERIDIAN AVE	453.32
188-0-082-035	4431 MERIDIAN WAY	566.64
188-0-083-015	2240 HARBOR BLVD	566.64
188-0-083-025	2250 HARBOR BLVD	453.32
188-0-083-035	2260 HARBOR BLVD	453.32
188-0-083-045	2300 HARBOR BLVD	453.32
188-0-083-055	2310 HARBOR BLVD	566.64
188-0-084-015	4544 LYME BAY	543.98
188-0-084-025	4540 LYME BAY	453.32
188-0-084-035	4534 LYME BAY	453.32
188-0-084-045	4530 LYME BAY	498.64
188-0-085-015	4525 LYME BAY	589.32
188-0-085-025	4521 LYME BAY	453.32
188-0-085-035	4511 LYME BAY	453.32
188-0-085-045	4505 LYME BAY	475.98
188-0-085-055	4500 LYME BAY	475.98
188-0-085-065	4510 LYME BAY	453.32
188-0-085-075	4514 LYME BAY	453.32
188-0-085-085	4520 LYME BAY	589.32
188-0-086-015	4545 LYME BAY	498.64
188-0-086-025	4541 LYME BAY	453.32
188-0-086-035	4535 LYME BAY	453.32
188-0-086-045	4531 LYME BAY	498.64
188-0-087-015	4560 COSTA DE ORO AVE	498.64
188-0-087-025	4554 COSTA DE ORO	453.32

188-0-087-035	4550 COSTA DE ORO AVE	453.32
188-0-087-045	4544 COSTA DE ORO AVE	498.64
188-0-087-065	4540 COSTA DE ORO	498.64
188-0-087-075	4536 COSTA DE ORO	453.32
188-0-087-085	4532 COSTA DE ORO AVE	453.32
188-0-087-095	4528 COSTA DE ORO AVE	566.64
188-0-088-015	2001 KINGSBRIDGE WAY	498.64
188-0-088-025	2005 KINGSBRIDGE WAY	453.32
188-0-088-035	2011 KINGSBRIDGE WAY	453.32
188-0-088-045	2021 KINGSBRIDGE WAY	453.32
188-0-088-055	2031 KINGSBRIDGE WAY	453.32
188-0-088-065	2041 KINGSBRIDGE WAY	498.64
188-0-088-085	2101 KINGSBRIDGE WAY	498.64
188-0-088-095	2105 KINGSBRIDGE WAY	453.32
188-0-088-105	2111 KINGSBRIDGE WAY	453.32
188-0-088-115	2121 KINGSBRIDGE WAY	453.32
188-0-088-125	2131 KINGSBRIDGE WAY	498.64
188-0-088-135	2141 KINGSBRIDGE WAY	589.32
188-0-088-145	2145 KINGSBRIDGE WAY	453.32
188-0-088-155	2151 KINGSBRIDGE WAY	453.32
188-0-088-165	2155 KINGSBRIDGE WAY	475.98
188-0-089-015	2205 KINGSBRIDGE LN	475.98
188-0-089-025	2211 KINGSBRIDGE LN	453.32
188-0-089-035	2215 KINGSBRIDGE LN	453.32
188-0-089-045	2221 KINGSBRIDGE LN	589.32
188-0-089-055	2231 KINGSBRIDGE LN	498.64
188-0-089-065	2241 KINGSBRIDGE LN	453.32
188-0-089-075	2251 KINGSBRIDGE LN	498.64
188-0-089-095	2301 KINGSBRIDGE LN	498.64
188-0-089-105	2311 KINGSBRIDGE LN	453.32
188-0-089-115	2325 KINGSBRIDGE LN	453.32
188-0-089-125	2341 KINGSBRIDGE LN	498.64
188-0-091-015	4640 EASTBOURNE BAY	453.32
188-0-091-025	4630 EASTBOURNE BAY	453.32
188-0-091-035	4624 EASTBOURNE BAY	453.32
188-0-091-045	4620 EASTBOURNE BAY	453.32
188-0-091-065	4614 EASTBOURNE BAY	453.32
188-0-091-075	4610 EASTBOURNE BAY	453.32
188-0-091-085	4604 EASTBOURNE BAY	453.32
188-0-091-095	4600 EASTBOURNE BAY	453.32
188-0-091-115	4570 EASTBOURNE BAY	453.32
188-0-091-125	4566 EASTBOURNE BAY	453.32
188-0-091-135	4562 EASTBOURNE BAY	453.32
188-0-091-145	4558 EASTBOURNE BAY	453.32
188-0-091-155	4554 EASTBOURNE BAY	453.32
188-0-091-165	4550 EASTBOURNE BAY	453.32
188-0-091-185	4544 EASTBOURNE BAY	453.32

188-0-091-195	4540 EASTBOURNE BAY	453.32
188-0-091-205	4625 FALKIRK BAY	453.32
188-0-091-215	4621 FALKIRK BAY	453.32
188-0-091-225	4615 FALKIRK BAY	453.32
188-0-091-235	4611 FALKIRK BAY	453.32
188-0-091-245	4605 FALKIRK BAY	453.32
188-0-091-255	4601 FALKIRK BAY	453.32
188-0-091-275	4575 FALKIRK BAY	453.32
188-0-091-285	4571 FALKIRK BAY	453.32
188-0-091-295	4565 FALKIRK BAY	453.32
188-0-091-305	4561 FALKIRK BAY	453.32
188-0-091-315	4555 FALKIRK BAY	453.32
188-0-091-325	4551 FALKIRK BAY	453.32
188-0-091-345	4541 FALKIRK BAY	453.32
188-0-091-355	4535 FALKIRK BAY	453.32
188-0-091-365	4531 FALKIRK BAY	453.32
188-0-091-375	4525 FALKIRK BAY	453.32
188-0-091-395	4521 FALKIRK BAY	453.32
188-0-092-015	4624 FALKIRK BAY	453.32
188-0-092-025	4620 FALKIRK BAY	453.32
188-0-092-035	4616 FALKIRK BAY	453.32
188-0-092-045	4612 FALKIRK BAY	453.32
188-0-092-055	4608 FALKIRK BAY	453.32
188-0-092-065	4604 FALKIRK BAY	453.32
188-0-092-085	4574 FALKIRK BAY	453.32
188-0-092-095	4570 FALKIRK BAY	453.32
188-0-092-105	4564 FALKIRK BAY	453.32
188-0-092-115	4560 FALKIRK BAY	453.32
188-0-092-135	4550 FALKIRK BAY	453.32
188-0-092-145	4544 FALKIRK BAY	453.32
188-0-092-155	4540 FALKIRK BAY	453.32
188-0-092-165	4536 FALKIRK BAY	453.32
188-0-092-175	4532 FALKIRK BAY	453.32
188-0-092-185	4528 FALKIRK BAY	453.32
188-0-092-205	4520 FALKIRK BAY	453.32
188-0-092-275	4567 GATESHEAD BAY	453.32
188-0-092-285	4565 GATESHEAD BAY	453.32
188-0-092-295	4563 GATESHEAD BAY	634.64
188-0-092-315	4555 GATESHEAD BAY	643.64
188-0-092-325	4551 GATESHEAD BAY	453.32
188-0-092-335	4545 GATESHEAD BAY	453.32
188-0-092-345	4541 GATESHEAD BAY	453.32
188-0-092-355	4535 GATESHEAD BAY	453.32
188-0-092-365	4531 GATESHEAD BAY	543.98
188-0-092-385	4521 GATESHEAD BAY	543.98
188-0-092-395	4515 GATESHEAD BAY	453.32
188-0-092-405	4511 GATESHEAD BAY	453.32

188-0-092-415	4505 GATESHEAD BAY	453.32
188-0-092-425	4501 GATESHEAD BAY	634.64
188-0-092-445	4455 GATESHEAD BAY	634.64
188-0-092-455	4577 GATESHEAD BAY	453.32
188-0-092-465	4575 GATESHEAD BAY	453.32
188-0-092-475	4571 GATESHEAD BAY	453.32
188-0-093-015	4578 GATESHEAD BAY	453.32
188-0-093-025	4574 GATESHEAD BAY	453.32
188-0-093-035	4570 GATESHEAD BAY	453.32
188-0-093-045	4568 GATESHEAD BAY	453.32
188-0-093-055	4564 GATESHEAD BAY	453.32
188-0-093-065	4562 GATESHEAD BAY	634.64
188-0-093-195	4524 GATESHEAD BAY	543.98
188-0-093-205	4520 GATESHEAD BAY	453.32
188-0-093-215	4514 GATESHEAD BAY	453.32
188-0-093-225	4510 GATESHEAD BAY	453.32
188-0-093-235	4504 GATESHEAD BAY	453.32
188-0-093-245	4500 GATESHEAD BAY	589.32
188-0-093-265	4454 GATESHEAD BAY	589.32
188-0-093-275	4565 COSTA DE ORO AVE	453.32
188-0-093-285	4561 COSTA DE ORO AVE	453.32
188-0-093-295	4555 COSTA DE ORO AVE	453.32
188-0-093-305	4551 COSTA DE ORO AVE	453.32
188-0-093-315	4545 COSTA DE ORO AVE	543.98
188-0-093-335	4541 COSTA DE ORO AVE	543.98
188-0-093-345	4535 COSTA DE ORO	453.32
188-0-093-355	4531 COSTA DE ORO AVE	453.32
188-0-093-365	4525 COSTA DE ORO AVE	453.32
188-0-093-375	4521 COSTA DE ORO AVE	453.32
188-0-093-385	4515 COSTA DE ORO AVE	634.64
188-0-093-405	4505 COSTA DE ORO AVE	634.64
188-0-093-415	4501 COSTA DE ORO AVE	453.32
188-0-093-425	4451 COSTA DE ORO AVE	453.32
188-0-093-435	4445 COSTA DE ORO AVE	453.32
188-0-093-445	4441 COSTA DE ORO	453.32
188-0-093-455	4435 COSTA DE ORO AVE	589.32
188-0-093-495	4554 GATESHEAD BAY	634.64
188-0-093-505	4550 GATESHEAD BAY	453.32
188-0-093-515	4544 GATESHEAD BAY	453.32
188-0-093-525	4540 GATESHEAD BAY	453.32
188-0-093-535	4534 GATESHEAD BAY	532.64
188-0-093-545	4425 COSTA DE ORO AVE	589.32
188-0-100-015	4500 EASTBOURNE BAY	453.32
188-0-100-025	4504 EASTBOURNE BAY	453.32
188-0-100-035	4510 EASTBOURNE BAY	453.32
188-0-100-045	4514 EASTBOURNE BAY	679.98
188-0-100-055	4520 EASTBOURNE BAY	453.32

188-0-100-065	4524 EASTBOURNE BAY	453.32
188-0-100-075	4530 EASTBOURNE BAY	453.32
188-0-100-085	4534 EASTBOURNE BAY	453.32
188-0-100-105	4515 FALKIRK BAY	453.32
188-0-100-115	4511 FALKIRK BAY	453.32
188-0-100-125	4509 FALKIRK BAY	453.32
188-0-100-135	4505 FALKIRK BAY	453.32
188-0-100-145	4501 FALKIRK BAY	453.32
188-0-100-155	4445 FALKIRK BAY	679.98
188-0-100-165	4441 FALKIRK BAY	453.32
188-0-100-175	4435 FALKIRK BAY	453.32
188-0-100-185	4431 FALKIRK BAY	543.98
188-0-100-195	4424 FALKIRK BAY	543.98
188-0-100-205	4430 FALKIRK BAY	453.32
188-0-100-215	4440 FALKIRK BAY	430.66
188-0-100-225	4450 FALKIRK BAY	679.98
188-0-100-235	4500 FALKIRK BAY	453.32
188-0-100-245	4504 FALKIRK BAY	453.32
188-0-100-255	4508 FALKIRK BAY	453.32
188-0-100-265	4512 FALKIRK BAY	453.32
188-0-100-275	4516 FALKIRK BAY	453.32
188-0-100-285	4451 GATESHEAD BAY	453.32
188-0-100-295	4445 GATESHEAD BAY	453.32
188-0-100-305	4441 GATESHEAD BAY	453.32
188-0-100-315	4435 GATESHEAD BAY	453.32
188-0-100-325	4431 GATESHEAD BAY	498.64
188-0-100-335	4421 GATESHEAD BAY	679.98
188-0-100-345	4415 GATESHEAD BAY	498.64
188-0-100-355	4411 GATESHEAD BAY	498.64
188-0-100-365	4405 GATESHEAD BAY	543.98
188-0-100-375	4400 GATESHEAD BAY	543.98
188-0-100-385	4410 GATESHEAD BAY	498.64
188-0-100-395	4414 GATESHEAD BAY	498.64
188-0-100-405	4420 GATESHEAD BAY	679.98
188-0-100-415	4430 GATESHEAD BAY	498.64
188-0-100-425	4434 GATESHEAD BAY	453.32
188-0-100-435	4440 GATESHEAD BAY	453.32
188-0-100-445	4444 GATESHEAD BAY	453.32
188-0-100-455	4450 GATESHEAD BAY	453.32
188-0-100-565	1950 JAMESTOWN WAY	679.98
188-0-100-575	1954 JAMESTOWN WAY	498.64
188-0-100-585	1960 JAMESTOWN WAY	589.32
188-0-100-605	4421 COSTA DE ORO	453.32
188-0-100-615	4415 COSTA DE ORO AVE	453.32
188-0-100-625	4411 COSTA DE ORO AVE	453.32
188-0-100-635	4405 COSTA DE ORO AVE	453.32
188-0-100-645	4401 COSTA DE ORO ST	498.64

188-0-120-085	4221 W HEMLOCK ST	1,349.46
188-0-120-095	4211 W HEMLOCK ST	940.42
TOTAL		\$444,257.68

CITY OF OXNARD
WATERWAYS ASSESSMENT DISTRICT (Harbour Island)
FISCAL YEAR 2020/21 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2020/21 Levy
188-0-130-015	4200 HARBOUR ISLAND LN	371.70
188-0-130-025	4202 HARBOUR ISLAND LN	371.70
188-0-130-035	4204 HARBOUR ISLAND LN	371.70
188-0-130-045	4206 HARBOUR ISLAND LN	371.70
188-0-130-055	4208 HARBOUR ISLAND LN	371.70
188-0-130-065	4210 HARBOUR ISLAND LN	371.70
188-0-130-075	4212 HARBOUR ISLAND LN	371.70
188-0-130-085	4214 HARBOUR ISLAND LN	371.70
188-0-130-095	4216 HARBOUR ISLAND LN	371.70
188-0-130-105	4220 HARBOUR ISLAND LN	371.70
188-0-130-115	4222 HARBOUR ISLAND LN	371.70
188-0-130-125	4224 HARBOUR ISLAND LN	371.70
188-0-130-135	4226 HARBOUR ISLAND LN	371.70
188-0-130-145	4228 HARBOUR ISLAND LN	371.70
188-0-130-155	4230 HARBOUR ISLAND LN	371.70
188-0-130-165	4240 HARBOUR ISLAND LN	371.70
188-0-130-175	4242 HARBOUR ISLAND LN	371.70
188-0-130-185	4244 HARBOUR ISLAND LN	371.70
188-0-130-195	4246 HARBOUR ISLAND LN	371.70
188-0-130-205	4248 HARBOUR ISLAND LN	371.70
188-0-130-215	4250 HARBOUR ISLAND LN	371.70
188-0-130-225	4252 HARBOUR ISLAND LN	371.70
188-0-130-235	4254 HARBOUR ISLAND LN	371.70
188-0-130-245	4245 HARBOUR ISLAND LN	371.70
188-0-130-255	4243 HARBOUR ISLAND LN	371.70
188-0-130-265	4241 HARBOUR ISLAND LN	371.70
188-0-130-275	4251 HARBOUR ISLAND LN	371.70
188-0-130-285	4249 HARBOUR ISLAND LN	371.70
188-0-130-295	4247 HARBOUR ISLAND LN	371.70
188-0-130-305	4255 HARBOUR ISLAND LN	371.70
188-0-130-315	4253 HARBOUR ISLAND LN	371.70
188-0-130-325	4225 HARBOUR ISLAND LN	371.70
188-0-130-335	4223 HARBOUR ISLAND LN	371.70
188-0-130-345	4221 HARBOUR ISLAND LN	371.70
188-0-130-355	4231 HARBOUR ISLAND LN	371.70
188-0-130-365	4229 HARBOUR ISLAND LN	371.70
188-0-130-375	4227 HARBOUR ISLAND LN	371.70
188-0-130-385	4237 HARBOUR ISLAND LN	371.70
188-0-130-395	4235 HARBOUR ISLAND LN	371.70

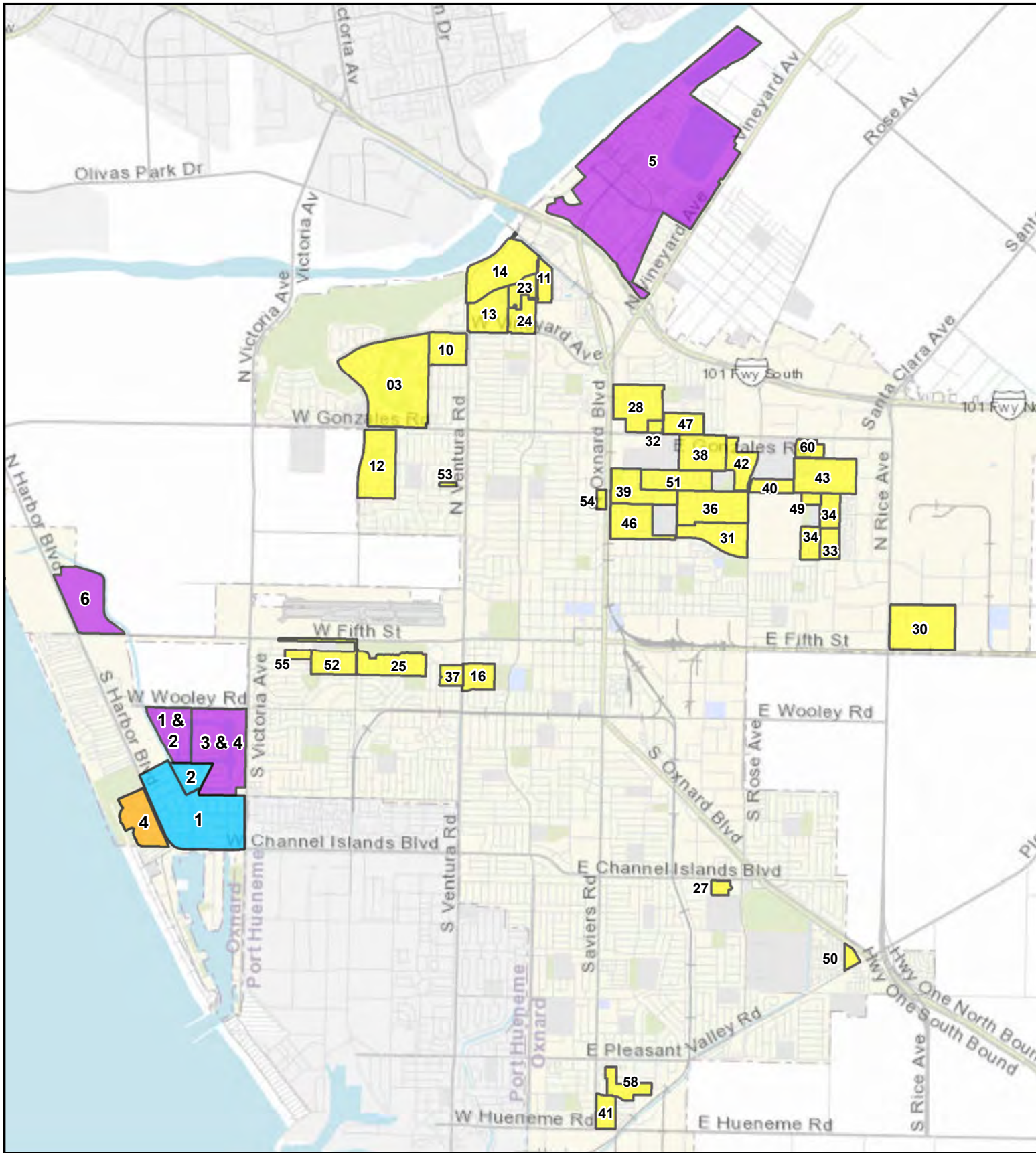
188-0-130-405	4233 HARBOUR ISLAND LN	371.70
188-0-130-415	1745 EMERALD ISLE WAY	371.70
188-0-130-425	1743 EMERALD ISLE WAY	371.70
188-0-130-435	1741 EMERALD ISLE WAY	371.70
188-0-130-445	1751 EMERALD ISLE WAY	371.70
188-0-130-455	1749 EMERALD ISLE WAY	371.70
188-0-130-465	1747 EMERALD ISLE WAY	371.70
188-0-130-475	1755 EMERALD ISLE WAY	371.70
188-0-130-485	1753 EMERALD ISLE WAY	371.70
188-0-140-015	1725 EMERALD ISLE WAY	371.70
188-0-140-025	1723 EMERALD ISLE WAY	371.70
188-0-140-035	1721 EMERALD ISLE WAY	371.70
188-0-140-045	1731 EMERALD ISLE WAY	371.70
188-0-140-055	1729 EMERALD ISLE WAY	371.70
188-0-140-065	1727 EMERALD ISLE WAY	371.70
188-0-140-075	1737 EMERALD ISLE WAY	371.70
188-0-140-085	1735 EMERALD ISLE WAY	371.70
188-0-140-095	1733 EMERALD ISLE WAY	371.70
188-0-140-105	1705 EMERALD ISLE WAY	371.70
188-0-140-115	1703 EMERALD ISLE WAY	371.70
188-0-140-125	1701 EMERALD ISLE WAY	371.70
188-0-140-135	1711 EMERALD ISLE WAY	371.70
188-0-140-145	1709 EMERALD ISLE WAY	371.70
188-0-140-155	1707 EMERALD ISLE WAY	371.70
188-0-140-165	1715 EMERALD ISLE WAY	371.70
188-0-140-175	1713 EMERALD ISLE WAY	371.70
188-0-140-185	1700 EMERALD ISLE WAY	371.70
188-0-140-195	1702 EMERALD ISLE WAY	371.70
188-0-140-205	1704 EMERALD ISLE WAY	371.70
188-0-140-215	1706 EMERALD ISLE WAY	371.70
188-0-140-225	1708 EMERALD ISLE WAY	371.70
188-0-140-235	1710 EMERALD ISLE WAY	371.70
188-0-140-245	1712 EMERALD ISLE WAY	371.70
188-0-140-255	1714 EMERALD ISLE WAY	371.70
188-0-140-265	1720 EMERALD ISLE WAY	371.70
188-0-140-275	1722 EMERALD ISLE WAY	371.70
188-0-140-285	1724 EMERALD ISLE WAY	371.70
188-0-140-295	1726 EMERALD ISLE WAY	371.70
188-0-140-305	1728 EMERALD ISLE WAY	371.70
188-0-140-315	1730 EMERALD ISLE WAY	371.70
188-0-140-325	1732 EMERALD ISLE WAY	371.70
188-0-140-335	1734 EMERALD ISLE WAY	371.70
188-0-140-345	1736 EMERALD ISLE WAY	371.70
188-0-140-355	1738 EMERALD ISLE WAY	371.70
188-0-140-365	1740 EMERALD ISLE WAY	371.70
188-0-140-375	1742 EMERALD ISLE WAY	371.70
188-0-140-385	1746 EMERALD ISLE WAY	371.70

188-0-140-395	1748 EMERALD ISLE WAY	371.70
188-0-140-405	1750 EMERALD ISLE WAY	371.70
188-0-140-415	1752 EMERALD ISLE WAY	371.70
188-0-140-425	1754 EMERALD ISLE WAY	371.70
188-0-140-435	1756 EMERALD ISLE WAY	371.70
188-0-140-445	1758 EMERALD ISLE WAY	371.70
188-0-140-455	1760 EMERALD ISLE WAY	371.70
188-0-150-015	1800 EMERALD ISLE WAY	371.70
188-0-150-025	1802 EMERALD ISLE WAY	371.70
188-0-150-035	4203 HARBOUR ISLAND LN	371.70
188-0-150-045	4201 HARBOUR ISLAND LN	371.70
188-0-150-055	1743 PEARL WAY	371.70
188-0-150-065	1741 PEARL WAY	371.70
188-0-150-075	1725 PEARL WAY	371.70
188-0-150-085	1723 PEARL WAY	371.70
188-0-150-095	1721 PEARL WAY	371.70
188-0-150-105	1705 PEARL WAY	371.70
188-0-150-115	1703 PEARL WAY	371.70
188-0-150-125	1701 PEARL WAY	371.70
188-0-150-135	1804 EMERALD ISLE WAY	371.70
188-0-150-145	1806 EMERALD ISLE WAY	371.70
188-0-150-155	4207 HARBOUR ISLAND LN	371.70
188-0-150-165	4205 HARBOUR ISLAND LN	371.70
188-0-150-175	1747 PEARL WAY	371.70
188-0-150-185	1745 PEARL WAY	371.70
188-0-150-195	1731 PEARL WAY	371.70
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188-0-150-215	1727 PEARL WAY	371.70
188-0-150-225	1711 PEARL WAY	371.70
188-0-150-235	1709 PEARL WAY	371.70
188-0-150-245	1707 PEARL WAY	371.70
188-0-150-255	1808 EMERALD ISLE WAY	371.70
188-0-150-265	1810 EMERALD ISLE WAY	371.70
188-0-150-275	4211 HARBOUR ISLAND LN	371.70
188-0-150-285	4209 HARBOUR ISLAND LN	371.70
188-0-150-295	1751 PEARL WAY	371.70
188-0-150-305	1749 PEARL WAY	371.70
188-0-150-315	1737 PEARL WAY	371.70
188-0-150-325	1735 PEARL WAY	371.70
188-0-150-335	1733 PEARL WAY	371.70
188-0-150-345	1717 PEARL WAY	371.70
188-0-150-355	1715 PEARL WAY	371.70
188-0-150-365	1713 PEARL WAY	371.70

TOTAL**129 Parcels****47,949.30**

CITY OF OXNARD ASSESSMENT DISTRICTS

ITEM #K-4



- | | |
|---|--|
| Maintenance Assessment District (District No.) | Community Facilities District (District No.) |
| Waterway Assessment District (Zone No.) | Landscape Maintenance District (District No.) |



CITY OF OXNARD - SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICTS * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS

1 & 2 – Westport at Mandalay Bay	5 – Riverpark
3 & 4 – Seabridge at Mandalay Bay	6 – Northshore at Mandalay Bay

LANDSCAPE MAINTENANCE DISTRICTS

3 – Riverridge	31 - Rancho De La Rosa	43 – Greenbelt
10 – Country Club	32 – Oak Park	46 – Daily Ranch
12 – Standard Pacific	33 – El Paseo	47 – Sycamore Place
13 – Le Village	34 – Sunrise Pt/ Sunset Cove	49 – Cameron Ranch
14 – California Cove	36 – Villa Santa Cruz	50 – PV Senior Housing
16 – California Lighthouse	37 – Pacific Breeze	51 – Pfeiler
23 – Greystone	38 – Aldea Del Mar	52 – Wingfield
24 – Vineyards	39 – El Sueno Promesa	53 – Huff Court
25 – The Pointe	39 – DR Horton	54 – Meadowcrest
27 – Rose Island	40 – Cantada	55 – Wingfield West
28 – Harborside	41 – Pacific Cove	58 – Westwind
30 - Haas Automation	42 – Cantabria/Coronado	60 - Artisan

MAINTENANCE ASSESSMENT DISTRICT

4 – Mandalay Beach/Colony

WATERWAYS ASSESSMENT DISTRICTS

Zone 1 – Mandalay Bay	Zone 2 – Harbour Island
-----------------------	-------------------------

5/28/2020

Adoption of Resolution to Levy Waterways Maintenance District Assessments for Fiscal Year 2020-21

City Council
June 2, 2020

Adam Smith, Project Manager



RECOMMENDATION

That the City Council, acting as the legislative body for the Waterways Maintenance District, approve and authorize:

1. Holding a public hearing regarding proposed assessments for the Waterways Maintenance District for Fiscal Year 2020-21; and
2. Adopting a resolution for Fiscal Year 2020-21 fixing assessments for the Waterways Maintenance District

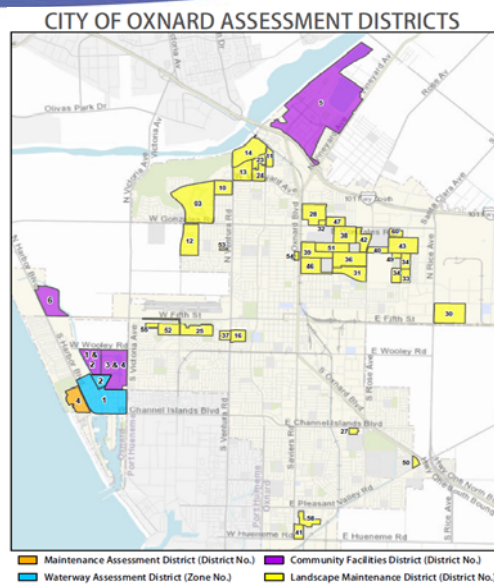
5/28/2020

BACKGROUND

- Assessment district for the maintenance of the waterways and landscaping on public rights-of-way within Mandalay Bay was established on June 16, 1970
- This waterways district was formed pursuant to the Improvement Act of 1911 in order to recover the City's cost of maintenance of waterways and landscaping on public rights-of-way within Mandalay Bay

3

MAP OF ASSESSMENT DISTRICTS IN CITY



Additional information can be found at: oxnard.org/city-department/publicworks

4

5/28/2020

BACKGROUND

- Fiscal Year 2020-21, the Waterways Maintenance Assessment District consists of two zones:
 - Zone 1 – Mandalay Bay; and
 - Zone 2 – Harbour Island
- In Fiscal Year 2020-21, Zone 1 Mandalay Bay will be assessed \$444,258 and Zone 2 Harbour Island will be assessed \$47,949

5

DISCUSSION

Location Map



6

5/28/2020

BREAKOUT OF COSTS

- The recommended budget for direct maintenance including landscaping maintenance, utility costs and waterways debris removal services, including contingency costs for Fiscal Year 2020-21 is \$394,570 for Mandalay Bay and \$33,539 for Harbour Island
- The recommended budget for overhead, staff costs and consulting services for Fiscal Year 2020-21 is \$46,152 for Mandalay Bay and \$13,517 for Harbour Island

7

BREAKOUT OF COSTS

- The recommended budget for County fees for Fiscal Year 2020-21 is \$1,246 for Mandalay Bay and \$145 for Harbour Island
- \$3,037 will be held in the District reserves

8

5/28/2020

FINANCIAL IMPACT

- The estimated cost of maintenance in Fiscal Year 2020-21 for the two Waterway Maintenance District funds (Fund 121 and Fund 177) is equal to the assessments of \$492,207
- The amount will be assessed to the property owners in the district and will be placed on the Ventura County tax roll in Fiscal Year 2020-21, the same as in prior years

9





CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. L.1

DATE: June 2, 2020

TO: City Council

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

SUBJECT: Interfund Borrowing Authority to Support Cash Flow for the General Fund. (10/10/10)

RECOMMENDATION

That the City Council adopt a resolution authorizing the City Manager through June 30, 2021 to:

1. Borrow on behalf of the General Fund (101) up to \$10,000,000 from each of the Water Fund, Wastewater Fund, and Environmental Resources Fund to support cash flow needs during the public health emergency and its aftermath; and
2. Establish a 10-year repayment schedule, with interest charged at the City Treasurer's pooled cash portfolio earnings rate.

(Finance and Governance Committee approved 3-0)

BACKGROUND

The recession induced by the COVID-19 public health emergency is significantly reducing General Fund cash flow this fiscal year, and next fiscal year, as well. A combination of reduced transient occupancy tax revenue; reduced business tax revenue; reduced revenue from fines and forfeitures; lower interest earnings due to the recent drop in interest rates and lower General Fund cash balances; and especially reduced and delayed sales tax revenue have pushed staff's projection of General Fund (101) cash balance at June 30, 2020 downward by a significant amount. With the length and depth of the recession unknown, the General Fund needs an available backup source of cash to keep from going negative.

To maintain a positive cash balance in the General Fund through the coming fiscal year, staff believes internal borrowing from the three utility enterprise funds (Water, Wastewater and Environmental Resources) is the best approach, because the interest the General Fund would have to pay on any interfund borrowing would benefit the utility enterprise funds.

Alternatively, the City could choose to issue a tax and revenue anticipation note in the capital markets, but in that case the General Fund would be paying interest to external bondholders.

Similarly, if the Federal Reserve's new Municipal Liquidity Facility is ever extended down to cities with populations of 200,000 or more (currently it is limited to cities with populations above 500,000), then the City could conceivably borrow from the Fed, but, again, the General Fund would be paying interest to the Fed, rather than to its own utility enterprise funds.

All three utility enterprise funds have sufficient Cash with Treasurer to be able to afford long-term (10-year) loans to the General Fund.

Under the recommended resolution the City Manager would authorize, in writing, any loan(s) to the General Fund from one or more of the utility enterprise funds, based on cash flow projections at the time.

Each loan would be in multiples of \$1,000,000, repayable over 10 years in equal annual installments of one-tenth (1/10) of the original principal amount, plus simple interest at the rate of the City Treasurer's pooled cash portfolio earnings rate. The interest rate for the entire life of a loan will be set at the City Treasurer's actual pooled cash portfolio earnings rate during the fiscal year in which a loan is made.

For example, if the General Fund on July 1, 2020 were to borrow \$2,000,000 each from the Water, Wastewater and Environmental Resources enterprise funds, and if the City Treasurer's pooled cash portfolio earnings rate proved to be exactly 2 percent for FY 2020-21, then the first installment payment to each utility enterprise fund would be in the amount of \$240,000 (\$200,000 = 1/10 the original principal amount, plus \$40,000 of simple interest of 2 percent on \$2,000,000). The first installment payment would be due in the first quarter of FY 2021-22 (July-September 2021).

Continuing this example, the second installment payment to each utility enterprise fund would be due in the amount of \$236,000 (\$200,000 = 1/10 the original principal amount, plus \$36,000 of simple interest of 2 percent on \$1,800,000). The second installment payment would be due in the first quarter of FY 2022-23, and so forth in each subsequent year.

There would be no penalty for early prepayment of either principal or interest by the General Fund to the utility enterprise funds.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

The financial impact will be to cash balances, not to fund balances, in each affected fund. Following a draw on the authorized loan, the General Fund's balance sheet will reflect an increase in Assets (Cash) and a corresponding increase in Liabilities (Due to Other Funds, for the principal amount to be repaid to the lending fund in the next fiscal year, and Advances from Other Funds, for the remaining principal amount to be repaid after the next fiscal year). There will be no effect on the General Fund's fund balance in any year.

Conversely, the balance sheet of the lending utility enterprise fund (whether Water, Wastewater or Environmental Resources) will reflect a decrease in one Asset (Cash) and an increase in other Assets (Due from Other Funds, for the principal amount to be repaid by the General Fund in the next fiscal year, and Advances to Other Funds, for the remaining principal amount to be repaid after the next fiscal year). Again, there will be no effect on the lending fund's fund balance in any year.

There will be an effect, however, on each fund's income statement, with interest expense to the General Fund and interest income to each lending fund during the years the loan(s) is (are) outstanding.

The purpose of the recommended interfund borrowing authority is to guard against the possibility of the General Fund ending this fiscal year or next in a negative cash position. The recommended action does not create additional spending authority. There is no budget appropriation request. The FY 2019-20 Adopted Budget is not changed by this action. Nor will it affect the Proposed FY 2020-21 Budget coming in a few weeks.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on May 12, 2020 to approve the staff recommendation and to

forward the item for Council approval.

Prepared by: Kevin Riper, Chief Financial Officer

ATTACHMENTS

1. Resolution for Interfund Borrowing 02 June 2020
2. Presentation: Interfund Borrowing Authority 02 June 2020

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE CITY MANAGER THROUGH JUNE 30, 2021 TO (i) BORROW ON BEHALF OF THE GENERAL FUND (101) UP TO \$10,000,000 FROM EACH OF THE WATER FUND, WASTEWATER FUND AND ENVIRONMENTAL RESOURCES FUND TO SUPPORT CASH FLOW NEEDS DURING THE PUBLIC HEALTH EMERGENCY AND ITS AFTERMATH; and (ii) ESTABLISH A 10-YEAR REPAYMENT SCHEDULE, WITH INTEREST CHARGED AT THE CITY TREASURER'S POOLED CASH PORTFOLIO EARNINGS RATE

WHEREAS, the recession induced by the COVID-19 public health emergency is significantly reducing General Fund cash flow this fiscal year, and next fiscal year; and

WHEREAS, with the length and depth of the recession unknown, the General Fund needs an available backup source of cash to keep from going negative; and

WHEREAS, to maintain a positive cash balance in the General Fund through the coming fiscal year, internal borrowing from the three utility enterprise funds (Water, Wastewater and Environmental Resources) is the best approach; and

WHEREAS, all three utility enterprise funds have sufficient Cash with Treasurer to be able to afford long-term loans to the General Fund.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Manager is authorized to approve, in writing, through June 30, 2021 any loan(s) to the General Fund from one or more of the three utility enterprise funds, up to a maximum cumulative amount of \$10,000,000 from each utility enterprise fund, based on cash flow projections for both the General Fund and the relevant utility enterprise fund(s) at the time.

2. The loan(s) will be made in multiples of \$1,000,000.

3. The loan(s) will accrue simple interest from the date received by the General Fund at the City Treasurer's actual pooled cash portfolio earnings rate for the fiscal year during which the loan was made.

4. The General Fund will repay the loan(s) annually over 10 years in the amount of one-tenth (1/10) of the initial principal amount each year plus simple interest on the outstanding principal amount.

5. The interest rate for the entire life of a loan will be set at the City Treasurer's actual pooled cash portfolio earnings rate during the fiscal year in which a loan is made.

6. The first annual General Fund loan repayment(s) will be due as soon as practical during the first quarter of FY2021-22 (July-September 2021), to provide sufficient time for the City Treasurer's actual pooled cash portfolio earnings rate to be calculated, and applied to the principal amount. Similarly, subsequent annual General Fund loan repayments will be due during the first quarter of each fiscal year. Interest will accrue through the date of repayment.

7. The General Fund may prepay all or a portion of the principal and interest at any time, without penalty. Interest will accrue through the date of prepayment.

PASSED AND ADOPTED this _____ day of June, 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

Interfund Borrowing Authority to Support Cash Flow for the General Fund

Presentation to City Council

Kevin Riper, Chief Financial Officer

June 2, 2020



RECOMMENDATION

That the City Council adopt a resolution authorizing the City Manager through June 30, 2021 to:

- (i)** borrow on behalf of the General Fund (101) up to \$10,000,000 from each of the Water Fund, Wastewater Fund, and Environmental Resources Fund to support cash flow needs during the public health emergency and its aftermath; and
- (ii)** establish a 10-year repayment schedule, with interest charged at the City Treasurer's pooled cash portfolio earnings rate.

RECESSION INDUCED BY THE COVID-19 PUBLIC HEALTH EMERGENCY

- Sharp reductions in estimated General Fund revenue this year and next
- Governor's deferral of sales tax payments by most businesses

MAINTAINING A POSITIVE CASH BALANCE IN THE GENERAL FUND

- Recession's effect on level and timing of revenue could cause General Fund cash (not necessarily fund balance) to be exhausted
- General Fund needs temporary source of cash

RECOMMENDED RESOLUTION

- Borrow internally, not externally
- From the utility enterprise funds (Water, Wastewater, Environmental Resources)
- Up to \$10,000,000 each, as needed, based on cash flow forecast
- Repay over 10 years, beginning FY 2021-22
- Interest rate set at beginning of loan = City Treasurer's actual pooled cash portfolio earnings rate for the year in which loan(s) made
- No prepayment penalty

FINANCIAL IMPACT

- Only on Cash, not on Available Fund Balance or Expenditures
 - ➔ General Fund -- new asset offset by new liability
 - ➔ Enterprise Funds -- swap one asset (Cash) for a different asset (Due from/Advances to Other Funds)

RECOMMENDATION

That the City Council adopt a resolution authorizing the City Manager through June 30, 2021 to:

- (i) borrow on behalf of the General Fund (101) up to \$10,000,000 from each of the Water Fund, Wastewater Fund, and Environmental Resources Fund to support cash flow needs during the public health emergency and its aftermath; and
- (ii) establish a 10-year repayment schedule, with interest charged at the City Treasurer's pooled cash portfolio earnings rate.

Questions





CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. L.2

DATE: June 2, 2020

TO: City Council

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

SUBJECT: Agreement for Animal Safety Services with Ventura County Animal Services (VCAS). (10/5/5)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a five year agreement (A-8151) with Ventura County Animal Services (VCAS) for animal safety services, in the amount of \$2,324,778 for FY 20-21. (Public Safety Committee approved 3-0)

BACKGROUND

The attached animal services agreement (Attachment 1) with the County of Ventura Animal Services (VCAS) would replace the existing agreement.

Under the terms of agreement A-8151 (the "Agreement"), VCAS shall provide the following shelter services: impoundment, boarding, quarantine, veterinary services, euthanasia services, over-the-counter animal license sales, animal adoptions, and disposal of dead animals. Impounded animals will be vaccinated and provided necessary care, food, and shelter in accordance with the provisions of state law. The animal's picture will be posted on the VCAS website as soon as practicable to assist the City's residents in reclaiming a missing pet.

The City entered into an agreement with VCAS in FY 18-19 for services including animal shelter, as well as statutory and regulatory issues such as rabies control, and other mandates for local animal control. Under the FY 18-19 contract, costs are distributed among eight (8) Ventura County cities, including Oxnard and unincorporated areas of Ventura County. The costs are based on VCAS operating and administrative costs, licensing costs, and field staff services.

VCAS costs have risen each year due to increases in personnel related costs, medical supplies and veterinary care. The FY 18-19 agreement of \$1,948,039 was a 5% increase from FY 17-18. The FY 19-20 agreement of \$2,113,884 is an 8.5% increase from FY 18-19. The proposed FY 20-21 agreement of \$2,324,778 is a 9.9% increase from FY 19-20.

	VCAS Cost	% Difference
FY 16-17	\$1,689,554	+1.2%
FY 17-18	\$1,854,979	+9.8%
FY 18-19	\$1,948,039	+5%
FY 19-20	\$2,113,884	+8.5%

FY 20-21	\$2,324,778	+9.9%
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Previously, under the terms of the Agreement, the City was charged for its proportion of the total VCAS service costs based on the City's percentage of total animal intakes at the County's animal shelter. The costs were divided among all of the contract cities and unincorporated areas of the county based on their respective animal intakes for the previous calendar year.

During this five year agreement, the costs will be divided based on a new billing methodology that calculates the pro-rata costs to cities looking at a historical calendar year animal intake figure using a 3-year weighted average. There will be a built-in 5% annual budget increase to the Animal Care budget each year for the next 5-years. Each year of the agreement, the Police Department will complete an agreement amendment for the cost of that fiscal year.

The VCAS budget is a consortium of costs shared by the eight (8) contract cities and the County. Cities and the County pay their pro-rata share based on the weighted average of animal intakes. There will be no annual “true-up” costs, which means if the City went over the projected number of animal intakes for that fiscal year’s agreement, there would be no additional costs.

The table below shows the costs for all cities and the unincorporated areas of the County for FY 20-21. This allocation of costs is based on an overall cost to run the shelter of \$6,114,294.90 that is shared by the eight (8) participating cities and the County based on a 3-year weighted average of animal intakes to the shelter. The column on the far right titled “FY 20-21 Animal Care Cost” is the actual animal care costs for the City for the upcoming fiscal year.

	2019 Intake	2018 Intake	2017 Intake	3-Year Weighted Average	FY 20-21 Animal Care Cost
Camarillo	1158-9.9%	1174- 10.4%	1223 - 9.9%	10.02%	\$612,656.95
Fillmore	235-2.0%	198-1.7%	320-2.6%	2.09%	\$127,815.94
Moorpark	364-3.1%	283-2.5%	245-2.0%	2.68%	\$163,647.90
Ojai	82-.07%	44-.04%	109-0.9%	.67%	\$40,882.28
Oxnard	4340 - 37.1%	4112 - 36.3%	4196 - 34.1%	36.13%	\$2,209,123.85
Port Hueneme	413-3.5%	409-3.6%	432-3.5%	3.54%	\$216,673.95
Simi Valley	1327 - 11.3%	1360 - 12.0%	1363 - 11.1%	11.44%	\$699,268.49
Ventura	1355 - 11.6%	1249 - 11.0%	1555 - 12.6%	11.70%	\$715,439.65
County	2438 - 20.8%	2494 - 22%	2864 - 23.3%	21.73%	\$1,328,785.89
Total Intake	11712	11323	12307	-	6,114,294.90

There are also costs associated with emergency field services and license processing. The City has used VCAS to provide emergency services during the periods where we did not have any field staff, which has been most of FY 19-20. The previous field service rate was \$60 per hour. The field service rate will increase in FY 20-21 to \$90 per hour. The table below shows an estimated cost of field services for FY 20-21. License processing fees are \$6 per license processed.

FY 20-21 Agreement Estimates	
3-YR Weighted Average of Animal Intakes	36.13%
Shelter Costs	\$2,209,124
Field Services	\$4,500
License Processing \$6/License	\$110,154
Chameleon Access/Server Costs	\$1,000
Total Costs	\$2,324,778

In FY 19-20, the City turned over animal licensing duties to VCAS. Due to limited staffing, which has caused the decrease in available hours at the service center for the community to perform in-person animal licensing, there was a need to find a more efficient method of providing services to the community. The service was fully implemented by mid-September. In FY 20-21, the City will see a full year of revenue from VCAS animal licensing. The revenue from animal licensing offsets the amount paid to VCAS for services and is seen as a credit on quarterly invoices.

The City also received revenue credit from animals that are claimed by their owners and fees are recovered by VCAS. The revenue generated from animal redemption also offsets the amount paid to VCAS for services and is seen as a credit on quarterly statements.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy.

FINANCIAL IMPACT

The contract amount of this agreement is \$2,324,778. The projected revenue from animal licensing and animal redemption for FY 20-21 is \$624,778. The FY20-21 General Fund Police Animal Safety Contracts & Services - Animal Shelter (Account No. 101-2106-802-8228) projected budgeted amount is \$1.7 million.

COMMITTEE OUTCOME

The Public Safety Committee approved 3-0 on May 12, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Denise Shadinger, Police Commander

ATTACHMENTS

1. Final Approved Animal Services Agreement_Oxnard
2. Revised Approved Service Level Request_Oxnard-3.13.2020
3. FY 20-21 VCAS Agreement PP

ANIMAL SERVICES AGREEMENT

COUNTY OF VENTURA AND CITY OF OXNARD

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ANIMAL SERVICES AGREEMENT COUNTY OF VENTURA AND CITY OF OXNARD

THIS AGREEMENT is made by and between the COUNTY OF VENTURA, hereinafter referred to as the County, and the CITY OF OXNARD, hereinafter referred to as the City.

RECITALS

- a. The City is desirous of contracting with the County for the performance of animal services described herein by the County.
- b. The County is agreeable to rendering such services on the terms and conditions set forth in this Agreement.

1.0 AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES

- 1.1 The County agrees, through its Animal Services Division ("Animal Services"), to provide animal services to the City as set forth herein and in the attached Service Level Request (Attachment A), as it may be amended by the parties from time to time.
- 1.2 Such services shall comply with applicable County ordinances, the municipal code of the City and the statutes of the State of California. The County will provide only those services set forth in the attached Service Level Request.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 All City employees who work in conjunction with Animal Services pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from or against the County based on this Agreement. The County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any City personnel performing services hereunder. The County shall not be liable for compensation or indemnity to any City employee or agent of the City for injury or sickness arising out of his or her employment.

- 2.2 All County employees who perform services for the City pursuant to this Agreement shall remain employees of the County and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from or against the City based on this Agreement. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder. The City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his or her employment.

3.0 AMENDMENT OF SERVICE LEVEL REQUEST FORM

- 3.1 The City agrees to provide to the County a proposed Service Level Request form annually, by no later than February 15, for the upcoming contract year commencing July 1. By no later than April 15, the parties shall agree to the terms of the Service Level Request for the upcoming contract year, which shall be signed by both parties and attached to this Agreement as an amendment. If the parties fail to reach agreement on the terms of the Service Level Request by April 15, this Agreement shall expire at the end of the then current contract year.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 The County shall furnish and supply all labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 4.3 The County, in its sole and exclusive discretion, shall determine the specific days and specific hours that any County animal shelter shall be open to the public and the staffing of the County animal shelters; however, the County will open its animal shelters to the public on at least five calendar days per week. The County will notify the City regarding any changes in hours and days that its animal shelters are open to the public.

///

5.0 INDEMNIFICATION

- 5.1 The County shall defend, indemnify and hold harmless City, its agents, officials, officers, representatives and employees from and against all claims, lawsuits, liabilities or damages arising from the sole and exclusive negligence of the County, its agents, employees, and subcontractors, and employees thereof in the performance or nonperformance of this Agreement.
- 5.2 The City shall defend, indemnify and hold harmless County, its agents, officials, officers, representatives and employees from and against all claims, lawsuits, liabilities or damages arising from the sole and exclusive negligence of the City, its agents, employees, and subcontractors, and employees thereof in the performance or nonperformance of this Agreement.
- 5.3 Each party agrees to provide the indemnifying party with written notification of any claim under paragraph 5 of this Agreement within thirty (30) calendar days of notice thereof and shall cooperate with the indemnifying party in the defense of the claim.
- 5.4 Each party's right to, and responsibility for, indemnification shall survive the termination of this Agreement.

6.0 TERM OF AGREEMENT

- 6.1 Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2020, and shall remain in effect until June 30, 2025.
- 6.2 Upon mutual agreement of the parties, this Agreement may be renewed for up to five (5) successive periods of one (1) year each.

7.0 RIGHT OF TERMINATION

- 7.1 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least ninety (90) days before the date specified for such termination.
- 7.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination (including, but not limited to, payment for services already rendered), and

each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 RATES FOR SERVICES AND CREDIT FOR REVENUES

- 8.1 The City shall pay for the services provided under the then current Service Level Request (Attachment A) in accordance with the provisions thereof.
- 8.2 The rates indicated in the Service Level Request shall be readjusted by the County annually effective the first day of July each year to reflect the reasonable average cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the County Board of Supervisors and in compliance with Government Code section 54985.
- 8.3 The County shall credit the City with the following revenues paid by City residents toward the amounts owed by the City for services provided under the City's Service Level Request in Attachment A: revenues received from City animal licenses (less applicable license processing fees); revenues from redemption fees (consisting of impound fees, board fees, quarantine fees, and microchipping fees) paid by the City's residents if the animal is redeemed within the first three days of an animal stay each time an animal is admitted to a County shelter; and revenues from administrative citations and civil penalties (less administrative processing costs).
- 8.4 The County shall retain any of the following fees paid by City residents without crediting such fees toward the amounts owned by the City for services provided under the City's Service Level Request in Attachment A: revenues from redemption fees (consisting of impound fees, board fees, quarantine fees, and microchipping fees) paid by City residents for any day after the first three days of an animal stay each time an animal is admitted to a County shelter; adoption fees; spay/neuter fees (and other veterinary fees for services); copying fees; return check charges; euthanasia and disposal fees; pickup and disposal of dead animal fees; cremation fees; owner relinquishment of animal fees; capture and transport fees; license fees for other than dog and cat licenses; permit fees; and inspection fees.

9.0 ATTORNEY FEES AND COSTS

- 9.1 In the event of any litigation (including, but not limited to, a petition for writ of mandate under Code of Civil Procedure section 1085 or 1094.5) arising in any way from this Agreement (including, but not limited to, any

Service Level Request) or the services provided under this Agreement (except for any litigation between the County and the City), the City shall pay or reimburse the County for all reasonable attorney fees and costs incurred by the County in connection with the litigation, including, but not limited to, attorney fees and costs incurred by the County on behalf of a hearing officer. In the event of any litigation between the City and the County, each party shall bear its own attorney fees and costs. The City's obligations under this paragraph shall survive the termination of this Agreement.

10.0 PAYMENT PROCEDURES

- 10.1 The County shall invoice the City during October for services performed during the period July 1 through September 30; during January for services performed during the period October 1 through December 31; during April for services performed during the period January 1 through March 31; and during July for services performed during the period April 1 through June 30; and the City shall pay the County all undisputed amounts within thirty (30) days after the date of said invoice.
- 10.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within thirty (30) days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) days after the dispute resolution is memorialized.
- 10.3 Interest shall be calculated at the rate of two percent (2%) annually or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution was memorialized.

11.0 RECORD RETENTION

- 10.1 The County shall maintain adequate financial records during the term of this Agreement to document its cost of providing services under this Agreement. The County shall retain financial records for a period of seven (7) years after payment for services under this Agreement, and shall make such financial records available for inspection to the City, or the City's designee, upon reasonable notice. The City shall ensure such records are handled in a

manner consistent with all applicable privacy laws and all laws related to public records.

12.0 NOTICES

12.1 All notices (excluding invoices) required by, or related to, this Agreement shall be in writing and sent by certified mail, return receipt requested, postage prepaid and addressed as listed below. Neither party to this Agreement shall refuse to accept such mail; the parties to this Agreement shall promptly inform the other party of any change of address. All notices required by this Agreement are effective on the date of receipt, unless otherwise indicated herein. The mailing address of each party to the Agreement is as follows:

CITY:	City Manager (attn: Alexander Nguyen) City of Oxnard 300 West Third Street, 4 th Floor Oxnard, CA 93030
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COUNTY	Director, Animal Services (attn: Jackie Rose) 600 Aviation Drive Camarillo, California 93010
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13.0 SEVERABILITY

13.1 If a court of competent jurisdiction declares any provision of this Agreement, or application thereof to any person or circumstances, to be unenforceable or in violation of law, the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

14.0 WAIVER

14.1 Waiver of any default or breach of this Agreement shall not be considered a waiver of any subsequent default or breach, nor shall it be considered a modification of the terms of this Agreement.

15.0 ENTIRE AGREEMENT

15.1 This Agreement, including Attachment A hereto and any amendment thereof, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this Agreement must be in writing and mutually executed by authorized personnel on behalf of the City and the County.

IN WITNESS WHEREOF, the County and the City enter into this Agreement as of the last date set forth below.

COUNTY OF VENTURA

Dated: _____

By _____
 JACKIE ROSE
 Director, Animal Services

CITY OF OXNARD

Dated: _____

By _____
 ALEXANDER NGUYEN
 City of Oxnard, City Manager

ATTEST:

By _____
 City Clerk Date

APPROVED AS TO FORM:

By _____
 City Attorney Date

ATTACHMENT A TO COUNTY-CITY ANIMAL SERVICES AGREEMENT

COUNTY OF VENTURA

AND

CITY OF

OXNARD

FY 2020-21 SERVICE LEVEL REQUEST

Part One: Available Services and Applicable Billing Rates and Credits**Animal Care Services**

As may be required, the County shall provide animal care services to the City for all those animals originating within the boundaries of the City (whether picked up in the City or dropped off at the County's animal shelter) as a result of: confiscation, requests for euthanasia, owner surrender, owner return, pick-up of stray animals and transfers. For animals originating in the City, the County shall provide the following animal care services: impoundment, sheltering, boarding, quarantine, veterinary services, euthanasia services, animal adoptions, disposal of dead animals, pet retention services, foster coordination, volunteer management, TNR (trap neuter return) services for cats and related administrative services. Impounded animals will be vaccinated and provided necessary care, food and shelter in accordance with the provisions of state law. The animal's picture will be posted on the Ventura County Animal Services Division's ("Animal Services") website as soon as practicable to assist the City's residents in reclaiming a missing pet. The County, in its sole and exclusive discretion, shall determine the public and non-public hours of operation and the staffing of the County animal shelters.

The owner or person entitled to the custody of any animal originating within the boundaries of the City and impounded at a County animal shelter can redeem such animal by paying applicable fees according to Animal Services' approved schedule of rates and fees accruing up to the time of such redemption.

The City shall be charged for its proportion of the total County animal care service costs incurred during the fiscal year identified above as set forth below. The

City of Oxnard

County shall bill the City on a quarterly basis for animal care services based on a weighted three (3) calendar year average of the City's pro rata animal intake percentage, as follows:

1. The three (3) year weighted average will be calculated so that fifty percent (50%) of the rate is based on the City's previous calendar year pro rata animal intake percentage relative to the usage by other cities and unincorporated areas of Ventura County, twenty-five percent (25%) of the rate is based on the City's pro rata animal intake percentage from two (2) years prior and twenty-five percent (25%) of the rate is based on the City's pro rata animal intake percentage from three (3) years prior, illustrated as follows:

Example:

Hypothetical animal care budget: **\$6,027,354**

Camarillo: $(10.4\% \times .50) + (9.9\% \times .25) + (10.4\% \times .25) = 10.3\%$

Future year cost = 10.3% of \$6,027,354 = **\$620,817**

Payments of **\$155,204** made quarterly which will be reduced by any licensing revenue

	2018 INTAKE		2017 INTAKE		2016 INTAKE		FUTURE YEAR WEIGHTED AVG
Camarillo	1174	10.4%	1223	9.9%	1109	10.4%	10.3%
Fillmore	198	1.7%	320	2.6%	192	1.8%	2.0%
Moorpark	283	2.5%	245	2.0%	321	3.0%	2.5%
Ojai	44	0.4%	109	0.9%	50	0.5%	0.5%
Oxnard	4112	36.3%	4196	34.1%	3947	37.2%	36.0%
Port Hueneme	409	3.6%	432	3.5%	470	4.4%	3.8%
Simi Valley	1360	12.0%	1363	11.1%	1306	12.3%	11.8%
Ventura	1249	11.0%	1555	12.6%	1253	11.8%	11.6%
County	2494	22.0%	2864	23.3%	1971	18.5%	21.5%
Total Intake	11323	100.0%	12307	100.0%	10619	100.0%	100.0%

The animal care budget will be allocated among the participating cities and the County based on the weighted three (3) calendar year animal intake percentage formula

City of Oxnard

described above. The County's animal care budget shall follow the following five (5) year fixed-rate schedule:

\$6,114,294.90 for fiscal year 2020-2021 (contract year 1)
 \$6,420,009.65 for fiscal year 2021-2022 (contract year 2)
 \$6,741,010.13 for fiscal year 2022-2023 (contract year 3)
 \$7,078,060.63 for fiscal year 2023-2024 (contract year 4)
 \$7,431,963.67 for fiscal year 2024-2025 (contract year 5)

In the event of any animal intake at a County animal shelter originating from the City due to any law enforcement request, pending court case (including, but not limited to, a petition for writ of mandate under Code of Civil Procedure section 1085 or 1094.5), or a court stay, which results in a County shelter stay of more than fifteen (15) days, the County shall charge the City for animal care services according to Animal Services' approved schedule of rates and fees for each day that each such animal receives animal care services.

Field Services

At the election of the City, the County shall provide the City with the following field services as may be required: responding to calls for service; pick up of dead animals; capture and transportation of animals; license, permit and other inspections; pre-hearing investigation of nuisance complaints; post-nuisance hearing compliance checks; investigation of potential cases of animal abuse and mistreatment; investigation of potential animal nuisances in violation of Ventura County Ordinance Code section 4467 or an equivalent municipal code provision; assistance with animal evacuations due to disaster or emergency; and similar or related field services. The City shall be charged according to the standard hourly rate for field services set forth in Animal Services' approved schedule of rates and fees based on actual hours expended. The City shall identify a budgeted amount for field services per fiscal year, as well as the average budgeted level of hours of service that the City authorizes the County to provide per week. The County shall notify the City in writing on a quarterly basis regarding actual hours expended for field services to the City, to enable the City to make the determination of whether the City wishes to authorize in writing a higher budgeted annual amount for field services that are not state-mandated. The County will provide the City state-mandated field services, and the City agrees to pay the County's costs for all state-mandated field services, whether or not the City's budgeted amount or hours for field services have been exceeded. The County shall be under no obligation to provide the City with any non-state-mandated field services in excess of the City's budgeted cost and hours, in the absence of prior written City authorization to do so.

In the event the City declines to have the County perform field services, the City shall be responsible for:

- (i) Scanning animals for an existing microchip and making all efforts to reunite a lost animal with its owner based on any microchip information prior to transporting that animal to a County shelter;
- (ii) Making all efforts to use information available from any animal's personal ID tag or a pet license to reunite a lost animal with its owner prior to transporting that animal to a County shelter;
- (iii) Vaccinating an animal with current standard vaccinations provided by Animal Services after an animal has been transported to a County shelter; and
- (iv) Taking a digital photograph of an animal and loading the digital photograph and other pertinent animal information onto Animal Services' computer information system for tracking animals subject to impoundment after an animal has been transported to a County shelter.

Rabies Control

At the election of the City, the County shall provide the City with the following rabies control program as may be required: response and investigation of reported animal bite and intimate contact cases to establish that there is compliance with state mandated quarantine procedures. This includes a follow-up visit to verify the health of the animal after quarantine. Shelter quarantine will be at the discretion of the County.

Animal Nuisance Hearings

At the election of the City, and contingent upon County consent, the County shall provide the City with the services of one Hearing Officer and one administrative assistant to conduct animal nuisance hearings for (i) animal nuisance complaints (based on violation of Ventura County Ordinance Code section 4467 or its equivalent City municipal code provision) originating within the boundaries of the City and (ii) any alleged violation of existing animal nuisance orders previously issued to an animal owner. The County shall charge the City according to the standard hourly rate (for salary and fringe benefits) of the actual Hearing Officer and administrative assistant providing services based on the actual hours expended per hearing. The County will not conduct animal nuisance hearings for a violation of local leash law absent nuisance based on violation of Ventura County Ordinance Code section 4467 or its equivalent City municipal code provision.

Animal License Processing per License

At the election of the City, the County shall provide the City with animal license processing services at the annual fiscal year cost of six dollars (\$6.00) per applicable cat or dog license for each animal within the boundaries of the City. The County shall mail license renewal notices to the animal owner of record; and when the renewal and payment are received, the County will process licenses. City residents can use the County's online weblicensing feature at no additional cost to the City. Licenses will be required before the County will release an animal to a resident of the City. The City animal license fees that the County collects (less the County's license processing fee) will be credited to the City quarterly in arrears against the amount that the City owes the County under the parties' animal services agreement.

Administrative Citation Processing

At the election of the City, the County shall provide the City with administrative citation processing services for citations issued to animal owners within the boundaries of the City. The citation processing services provided to the City shall be substantially equivalent to any services that the County contracts for with respect to processing of County administrative citations. In the event that the County reaches a determination, in its sole and exclusive discretion, that it no longer desires to provide administrative citation processing services to the City, the County shall provide the City with sixty (60) days' prior written notice before ceasing to provide such services. The County will provide the following administrative citation processing services to the City contingent upon the City's reimbursement of actual County costs incurred (including, but not limited to, actual costs charged by the County's General Services Agency for mailing and processing of citations and the cost of one (1) hour per month for the services of a Field Services Manager): generate auto citations in Chameleon software; send files to the General Services Agency for processing; receive and review auto citation files from the General Services Agency to ensure accuracy; send reviewed and completed files to the General Services Agency for processing and mailing to animal owners; receive and store finalized PDF file from the General Services Agency; generate email notification to the City's staff with PDF files for further collection and appeals; receive, through a Supervising Animal Control Officer, communication from City staff regarding citizen appeals when necessary; and receive updates from the City regarding customer data to be updated, with the County updating data in Chameleon software.

The City will be solely responsible for collections once citations are issued to animal owners and for paying for collections, including, but not limited to, costs for contracted collections services. The City will be solely responsible for processing any administrative appeals from citations issued. The County will not be responsible for collections or processing administrative appeals from citations.

Part Two: Specific Service Requests and Approvals

The County will provide the City with the services authorized below:

- X** Animal Care Services. The City authorizes the County to provide animal care services for animals originating within the boundaries of the City during fiscal year 2020-21 according to the terms and conditions set forth in Part One of this Agreement. The cost of animal care services for the City will be \$2,209,123.85 for fiscal year 2020-21. Consistent with Section 8.3 of the parties' Animal Services Agreement, the County shall credit the City with revenues paid by City residents toward amounts owed by the City for services provided.

Field Services:

- ☐ The City authorizes the County to provide budgeted field services during fiscal year _____ of _____; with field services budgeted at _____ hours per week, to be provided by the County to the City, according to the terms and conditions set forth in Part One. If it appears that the City may exceed its budgeted cost and hours for field services: (i) the County will continue to provide additional state-mandated services to the City, and the City agrees to pay for those additional state-mandated services at the hourly rates approved by the County Board of Supervisors, and (ii) the County will only provide further field services that are not state-mandated to the City upon receipt of City written approval for such services, and the City agrees to pay for all such services authorized in writing by City personnel. The City hereby agrees to the County's enforcement of the City's municipal code provisions in providing field services.
- X** The City authorizes the County to provide field services only for emergency calls (requests for an animal services officer by law enforcement or fire personnel, vicious animal at large threatening the public, wild animal at large in City area, livestock at large and in sight, stray animal bite with the animal at large or confined by a non-owner) at a not to exceed amount of 100 hours for the fiscal year. This level of service is intended to provide emergency response on an as-needed basis from the County on behalf of a City that employs its own field services when requested by the City and the County is able to respond. The City hereby agrees to the County's enforcement of the City's municipal code provisions in providing field services.
- ☐ The City declines to have the County provide field services.

Rabies Control

- ☐ The City authorizes the County to provide rabies control services.
- X** The City declines to have the County provide rabies control services.

Animal Nuisance Hearings:

- ☐ The City authorizes the County to conduct animal nuisance hearings during fiscal year 2020-21 according to the terms and conditions set forth in Part One. The City hereby agrees to the County's enforcement of the City's municipal code provisions in conducting animal nuisance hearings, and the City agrees to enact, and maintain in full force and effect, municipal code provisions substantially equivalent to Ventura County Ordinance Code section 4467. The City hereby further agrees that, whether or not set forth in the municipal code provisions, the animal nuisance hearings hereby authorized include hearings on any alleged violation of existing animal nuisance orders previously issued to an animal owner.

The City hereby agrees that this authorization shall not be effective, and the County shall not be obligated to conduct any animal nuisance hearings for the City during the specified fiscal year, if the County checks the box below declining to conduct such hearings. If the County so declines, the City will be responsible for providing a hearing officer to preside over animal nuisance hearings involving alleged nuisance animals residing within the City's jurisdictional limits; and the City also shall be responsible for ensuring that the City has in effect an ordinance providing authorization for the City to appoint a hearing officer to preside over animal nuisance hearings involving alleged animal nuisance violations by animals within the City. In all cases in which the City is responsible for conducting animal nuisance hearings, the County will refer animal nuisance cases after investigation to the City for selection of a hearing officer and noticing of the hearing. A knowledgeable animal control officer familiar with the animal nuisance investigation, if requested by the City, required by the hearing officer, or subpoenaed by any party, will attend the animal nuisance hearing and be available to answer questions posed by the hearing officer, complainant and animal owner. The City will reimburse the County for the attendance of any animal control officer at the animal nuisance hearing pursuant to the hourly rate approved by the County Board of Supervisors.

- X** The City declines to have the County conduct animal nuisance hearings.

- ☐ The County declines to conduct animal nuisance hearings for the City during the fiscal year specified above.

Animal License Processing:

- X** The City authorizes the County to provide animal license processing services for the City during fiscal year 2020-21 according to the terms and conditions set forth in Part One.

- X** The City has adopted the license fees set forth in Animal Services' approved schedule of rates and fees.

- ☐ The City has adopted the following license fees that differ from the license fees set forth in the Ventura County Animal Services approved schedule of rates and fees:

Specify:

Current City license fees were adopted by the City on _____, 20_____.

- ☐ The City declines to have the County provide animal license processing.

Administrative Citation Processing:

- X** The City authorizes the County to provide administrative citation processing services for the City during fiscal year 2020-21 according to the terms and conditions set forth in Part One.

- ☐ The City declines to have the County provide administrative citation processing services.

Chameleon Read Rights:

- X** The City requests read rights for Chameleon software and agrees to pay its portion of the actual County Information Technology Services Department server/portal/VPN costs. Costs will reflect the actual County Information Technology Services Department additional costs to host and maintain the server

for City read only rights to Chameleon and will be equally spread across all participating cities.

- ☐ The City declines to have the County provide Chameleon read rights.

CITY OF OXNARD

COUNTY OF VENTURA

Signature: _____
Alexander Nguyen, City Manager

Signature: _____
Jackie Rose, Director of Animal Services

Date: _____

Date: _____



City Council

June 2, 2020

FY 20-21 Animal Safety Services Agreement

ERIC SONSTEGARD, ASSISTANT CHIEF

DENISE SHADINGER, COMMANDER



Presentation Objectives

- Provide an overview of the FY 20-21 Agreement for Animal Safety Services with Ventura County Animal Services (VCAS)
- Receive City Council approval for the Mayor to execute the agreement.

FY 20-21 Agreement

Shelter Services:

- Provided to animals originating from confiscation, requests for euthanasia, owner surrender, pick-up of stray animals and animals returned to owner;
- Includes impoundment, boarding, quarantine, veterinary services, euthanasia, animal adoptions, disposal of dead animals, vaccinations, care, food, and shelter in accordance with state law;
- Includes posting of impounded animals to VCAS website to assist owners in reclaiming their animals

3

FY 20-21 Agreement

Licensing Services:

- Process all animal licenses for the City
- Send renewal notices to animal owners
- Animal owners will have access to renew animal licenses on-line
- License fees (minus \$6 per license processing fee) will be credited to the amount the City owes each quarter

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VCAS Agreement History

FY 16-17	\$1,689,554	
FY 17-18	\$1,854,979	+9.8%
FY 18-19	\$1,948,039	+5%
FY 19-20	\$2,113,884	+8.5%

Cost of the agreements reflect a percentage of the VCAS FY Budget.

The percentage attributed to the City was based on the prior calendar year's animal intake.

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FY 20-21 Agreement

New Billing Methodology:

- Still a percentage of the VCAS FY Budget
- A consortium of costs shared by the eight (8) contract cities and County
- Percentage is now a 3-year weighted average of animal intakes
- No annual "true-ups"
- 5% built-in increase each year of the agreement
- Revenue is still a credit against amount owed on quarterly invoices

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FY 20-21 Agreement

	2019 Intake	2018 Intake	2017 Intake	3-Yr Weighted Average	FY 20-21 Animal Care Cost
Camarillo	1158 – 9.9%	1174 – 10.4%	1223 – 9.9%	10.02%	\$612,565.95
Fillmore	235 – 2.0%	198 – 1.7%	320 – 2.6%	2.09%	\$127,815.94
Moorpark	364 – 3.1%	283 – 2.5%	245 – 2.0%	2.68%	\$163,647.90
Ojai	82 – 0.7%	44 – 0.4%	109 – 0.9%	.67%	\$40,882.28
Oxnard	4340 – 37.1%	4112 – 36.3%	4196 – 34.1%	36.13%	\$2,209,123.85
Port Hueneme	413 – 3.5%	409 – 3.6%	432 – 3.5%	3.54%	\$216,673.95
Simi Valley	1327 – 11.3%	1360 – 12.0%	1363 – 11.1%	11.44%	\$699,268.49
Ventura	1355 – 11.6%	1249 – 11.0%	1555 – 12.6%	11.70%	\$715,439.65
County	2438 – 20.8%	2494 – 22%	2864 – 23.3%	21.73%	\$1,238,785.89
Total Intake	11712	11323	12307	-	\$6,114,294.90

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FY 20-21 Agreement

Shelter Services \$2,209,123

Additional Projected Costs: \$ 115,654

- Emergency Field Services, License Processing Fees, Chameleon Access/Server Costs

Projected Cost of Agreement \$2,324,778

Projected Revenue from Licensing: \$ 624,778

Total Projected Cost of Agreement \$1,700,000

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Questions?

