

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](http://www.oxnard.org).



**AGENDA**  
**OXNARD CITY COUNCIL**  
**HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE**  
Council Chambers, 305 West Third Street  
June 23, 2020  
**Regular Meeting - 4:30 to 5:45 PM**

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

Pursuant to the Ventura County Public Health Official's order and Governor's Executive Order N-33-20, all city buildings are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at [Oxnard.org/city-meetings](http://Oxnard.org/city-meetings), Spectrum channel 10, Frontier channel 35, or YouTube at [Youtube.com/oxnardnews](http://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](mailto:cityclerk@oxnard.org) no later than 2:00 p.m. on the day of the meeting. Please identify the committee name, meeting date, and agenda item in the email Subject line.

A telephone option for public comments is also available at this time due to the State of California "Stay At Home" order. Requests to speak must be submitted no later than 2:00 p.m. on the day of the meeting. Use the form on the city's website to submit your request: [Oxnard.org/city-meetings](http://Oxnard.org/city-meetings), or call the City Clerk's Office at (805) 385-7803, or email your request to [cityclerk@oxnard.org](mailto:cityclerk@oxnard.org).

**A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE**

**B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA**

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

**C. CONSENT AGENDA**

**1. City Clerk Department**

**SUBJECT:** Approval of Minutes.

**RECOMMENDATION:** That the Housing and Economic Development Committee approve the minutes of the May 26, 2020 regular meeting as presented.

Contact: Michelle Ascencion, (805) 385-7805

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

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

D. REPORTS

1. Community Development Department

SUBJECT: Oxnard Downtown Management District (ODMD): City Appointee to the ODMD Board, Extension of Agreement Between the City and ODMD, and Resolution Approving Levy and Collection of Assessments for Fiscal Year 2020-21 within the Oxnard Downtown Management District (ODMD). (10/10/10)

RECOMMENDATION: That the Housing and Economic Development Committee provide recommendation to City Council to:

1. Approve the Mayor's appointment of the City Manager or his designee as the City's representative on the Oxnard Downtown Management District (ODMD);
2. Approve a Fourth Amendment of Agreement No. 4192-07-CD with the Oxnard Downtown Management District, Inc. to extend services to December 31, 2020; and
3. Adopt a resolution ordering the levy and collection of assessments within the Oxnard Downtown Management District (ODMD) for Fiscal Year ("FY") 2020-21.

Contact: Jeffrey Lambert, (805) 385-7882

2. Housing Department

SUBJECT: Overview of the Oxnard Housing Authority. (10/15/5)

RECOMMENDATION: That the Housing and Economic Development Committee receive and file a report on the Oxnard Housing Authority's structure, programs, accomplishments, and goals.

Contact: Emilio Ramirez, (805) 385-8094

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

MINUTES  
OXNARD CITY COUNCIL  
HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE  
Regular Meeting  
May 26, 2020

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 4:32 p.m., Chair Madrigal called to order the regular meeting of the Oxnard City Council Housing and Economic Development Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Members Gabriela Basua, Tim Flynn, and Chair Oscar Madrigal were present via videoconference.

Staff members present were Ashley Golden, Assistant City Manager; Kenneth Rozell, Chief Assistant City Attorney; Jeffrey Lambert, Community Development Director (via videoconference); Rosie Ornelas, Economic Development Manager; Emilio Ramirez, Housing Director; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Lang Martinez (providing services to the homeless).

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

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

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

D. REPORTS

Community Development Department

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

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

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

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

2. SUBJECT: Economic Development COVID-19 Update: Support of Oxnard Businesses.  
RECOMMENDATION: That the Housing and Economic Development Committee receive an update on the City of Oxnard's support of local businesses.

The Community Development Director and Economic Development Manager gave a report. Discussion ensued among the Committee and staff. No formal action was required.

Housing Department

3. SUBJECT: Mercy House Navigation Center Operating Contract and Oxnard Navigation Center.  
RECOMMENDATION: That the Housing and Economic Development Committee recommend the City Council:
1. Approve a Second Amendment to Agreement No. A-8194 with Mercy House to extend the operations of the Oxnard Navigation Center; and
  2. Approve an Exclusive Negotiating Agreement (Agreement No. A-8122) with Community Development Partners for the development of a navigation center at 241 West Second Street.

The Housing Director gave a report. Public comments were received from Peggy Rivera. Discussion ensued among the Committee and staff.

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

E. ITEMS FOR FUTURE AGENDAS (No requests were made.)

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Madrigal adjourned the meeting at 5:58 p.m.

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MICHELLE ASCENCION, CMC  
City Clerk

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OSCAR MADRIGAL  
Chair



**HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE  
AGENDA REPORT**

**REPORTS  
AGENDA ITEM NO. D.1**

**DATE:** June 23, 2020

**TO:** Housing and Economic Development Committee

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

**SUBJECT:** Oxnard Downtown Management District (ODMD): City Appointee to the ODMD Board, Extension of Agreement Between the City and ODMD, and Resolution Approving Levy and Collection of Assessments for Fiscal Year 2020-21 within the Oxnard Downtown Management District (ODMD). (10/10/10)

**RECOMMENDATION**

That the Housing and Economic Development Committee provide recommendation to City Council to:

1. Approve the Mayor's appointment of the City Manager or his designee as the City's representative on the Oxnard Downtown Management District (ODMD);
2. Approve a Fourth Amendment of Agreement No. 4192-07-CD with the Oxnard Downtown Management District, Inc. to extend services to December 31, 2020; and
3. Adopt a resolution ordering the levy and collection of assessments within the Oxnard Downtown Management District (ODMD) for Fiscal Year ("FY") 2020-21.

**BACKGROUND**

In May 2001, the City Council of the City of Oxnard established the ODMD, a property-based business improvement district ("PBID"). The ODMD has been renewed four times since then and is currently authorized until July 2024.

*City Appointment to the ODMD Board*

The ODMD by-laws define the governing board ("Directors") and stipulate that the "representative of the City of Oxnard...will... be named by the City Council." The current City Council named ODMD Director is City Councilmember Oscar Madrigal. Councilmember Madrigal has experienced scheduling conflicts for ODMD meetings given his work responsibilities. In addition, the City's Property Based Improvement District (PBID) consultant Marco Li Mandri of New City America Inc. suggests the best practice is for the City's representative to be a staff person appointed by the City Manager. Therefore, to ensure regular participation on the ODMD from the City of Oxnard and the best practice in City representation, it is recommended that the City's representative be changed to the City Manager or his designee.

### *Oxnard Downtown Management District Agreement*

The City of Oxnard entered into an Agreement for Services with the Oxnard Downtown Management District, Inc., a nonprofit mutual benefit corporation on July 1, 2006. This agreement was extended through a First Amendment on June 28, 2011. It was then amended by the parties through a Second Amendment on December 13, 2011 and once again through a Third Amendment on April 28, 2015. The purpose of this agreement is to establish the contractual relationship between the City and the ODMD and each of the parties responsibilities, as outlined in the PBID law of 1994. The recommendation of the subject action is to extend this agreement until December 31, 2020 as well as implement a minor modification to include a termination provision.

The ODMD is considered to be the designated “Owners Association”, which is defined in specific sections of Streets and Highway Code Section 36600. The City’s responsibilities within the Agreement include submitting the annual assessment roll to the County and disbursing the revenue funds to the ODMD. The Agreement states that the ODMD is responsible for the administration of a program of improvements and activities as outlined in the Management District Plan and the Assessment Engineer’s report, sets the length of the term, sets forth that funds can only be used for purposes stated in the Resolution (which establishes the property and business improvement district), and outlines the reporting responsibilities of the ODMD. The organization is subject to the public records and public meeting provisions of the Ralph M. Brown Act, though the Board is not considered to be a public body. Most contracts between cities and other management corporations spell out the obligations of adherence to the Brown Act and expectations on the delivery of special benefit services to property owners. The current agreement is silent on many of these issues.

On December 17, 2019 Marco Li Mandri with New City America, Inc. presented to the City Council a vision for Downtown Oxnard and a road-map to achieve this in January 2020. Part of that road-map is a revised agreement between ODMD and the City with clear expectations for both parties. A larger part of that road-map is a vision and results oriented management corporation overseeing the PBID for this renewed term. Staff intends to work with the ODMD and Marco Li Mandri over the next several months to produce a revised agreement for ODMD Board and Council consideration prior to the expiration of this brief agreement extension. Developing this new agreement will provide the opportunity for the ODMD Board to look at what it wants to achieve in its new term. The development of the agreement will also allow the ODMD to look at their structure, including their committee structures. Successful PBID management corporations are typically public benefit nonprofit corporations that can seek foundation and public grants. A dynamic committee structure provides for a greater ability to adhere to the services outlined in the Management District Plan. Downtown Oxnard, in a post COVID-19 environment, has tremendous assets and the ODMD has the ability to capitalize on those assets and create new demand for retailers, restaurants and properties. A revised Board and new district management corporation could facilitate this over the next six months.

### *Levy of Annual Assessment*

The Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the California Streets and Highways Code, commencing with Section 36600 (the “Law”), authorizes cities to establish property and business improvement districts (the “PBIDs”) within business districts to promote enhanced economic revitalization and physical maintenance of such business districts. The Law authorizes cities to approve the levy and collection of assessments on real property within such districts for the purpose of providing enhanced improvements and promoting activities that specifically benefit real property within such districts.

On July 16, 2019, the Oxnard City Council re-established the Downtown PBID (the “District”) for a six-year period (FY 2019-20 – FY 2024-25). Annually, the City Council adopts a resolution to approve the levy and

collection of assessments against lots and parcels of real property within the District. The proposed improvements and activities include providing street, sidewalk, alley and parking lot cleaning and other services supplemental to those normally provided by the City; a public safety program; promotions and marketing; expansion of thematic physical amenities throughout Downtown; and other improvements and activities which benefit businesses and real property located within the District

The proposed assessment is \$502,357.00, which reflects no rate increase over the previous fiscal year. Of the total assessments to be levied, \$351,363.39 is to be charged to private owners and \$150,993.61 to public agencies. In accordance with the Management District Plan, the amount to be levied and collected for each fiscal year may be increased by an amount not-to-exceed two percent per year. There is no increase in the assessment for FY 2020-21.

## **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 5. Revitalize Oxnard's downtown and pursue economic development opportunities.

## **FINANCIAL IMPACT**

There is no new financial impact of recommendation Nos. 1 and 2 with this report. With recommendation No. 3, the City will be responsible for submitting to the County of Ventura an annual assessment roll for the District for FY 2020-21. Any assessed non-City public agencies, for which the County does not bill a District assessment, will receive a hand bill from the City. The District assessment revenues collected by the County and paid to the City will be remitted to the Oxnard Downtown Management District at a minimum of twice a year in accordance with the City/ODMD agreement.

The Community Development Commission Successor Agency ("Successor Agency") will be responsible for the assessments of properties owned by the former Redevelopment Agency/Community Development Commission ("CDC"), and the City will be responsible for properties owned by the City, Housing Authority, and Parking Authority. The Successor Agency's 2020-21 PBID Assessment is approximately \$4,584.75 and is an approved item on the 2020-21 Annual Recognized Obligation Payment Schedule ("ROPS"). The City's 2020-21 PBID Assessment is approximately \$146,408.86. The recommended FY 2020-21 Budget will include \$146,408.86 in account 101-8210-801.85-28 for the City's share.

*Prepared by: Jeffrey Lambert, Community Development Director*

## **ATTACHMENTS**

1. ODMD Assessment Resolution
2. Agreement No. 4192-07-CD with Amendments
3. Oxnard Downtown Management District Assessment Roll
4. District Boundary Map
5. ODMD HEDC PPT

## RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2020-21 WITHIN THE OXNARD DOWNTOWN MANAGEMENT DISTRICT, PURSUANT TO THE PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994, PART 7 OF DIVISION 18 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

WHEREAS, the Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the California Streets and Highways Code, commencing with Section 36600 (the "Law"), authorizes cities to establish property and business improvement Districts "PBIDS" within business districts to promote the economic revitalization and Physical maintenance of such districts; and

WHEREAS, the Law authorizes cities to levy and collect assessments on real Property within such districts for the purpose of providing improvements and promoting Activities that specially benefit real property within such districts; and

WHEREAS, on July 16, 2019, the Oxnard City Council re-established for a five-year period the property and business improvement district named the Oxnard Downtown Management District (the "District"); and

WHEREAS, it is necessary for the City Council to adopt a resolution to levy and Collect assessments in the District for each of the five years.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

Section 1. The levy and collection of assessments against lots and parcels of real Property within the District for fiscal year 2020-21 is ordered as shown on Exhibit "A," attached hereto and incorporated herein by reference.

Section 2. The proposed improvements and activities for the District include providing street, sidewalk, alley and parking lot cleaning and other municipal services supplemental to those normally provided by the City; a public safety/ambassador guide program; promotions and marketing; expansion of thematic physical amenities throughout Downtown and other improvements and activities which benefit businesses and real Property located in the District.

Section 3. The assessment to be levied and collected for fiscal year 2020-21 is \$502,357.00 which reflects a rate increase of 0 (zero) percent over the previous fiscal year. Of the total Assessments to be levied, \$351,363.39 is to be charged to private owners and \$150,993.61 to public agencies. In accordance with the Management District Plan, the amount to be levied and collected for each fiscal year may be increased by an amount not to exceed two percent per year. The Oxnard Downtown Management District ("ODMD") Board of Directors has approved an increase of 0 (zero) percent for the fiscal year 2020-21.

Resolution No. \_\_\_\_\_

Section 4. The City of Oxnard Chief Financial Officer is hereby authorized to Request County of Ventura to collect assessments for the District for Fiscal Year 2020-21.

Section 5. The City Clerk is hereby authorized and directed to transmit a certified copy of the Resolution and the Report to the Ventura County Auditor, as may be required to place said assessment on the secured property tax roll for the Fiscal Year 2020-21.

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 Fisher, City Attorney

## Agreement No. 4192-07-CD

**CITY OF OXNARD  
AGREEMENT FOR SERVICES**

This Agreement for Management Services ("Agreement") is made and entered into in the County of Ventura, State of California, effective the 1<sup>st</sup> day of July, 2006, by and between the City of Oxnard, a municipal corporation ("City"), and the Oxnard Downtown Management District Inc., a nonprofit mutual benefit corporation, ("ODMD INC.").

WHEREAS, pursuant to its Resolution No. 11,930 ("Resolution") the City Council of the City has established a property and business improvement district designated as the "Oxnard Downtown Management District" ("District"), under Section 36600, et seq. of the California Streets and Highway Code ("Act"); and

WHEREAS, pursuant to the Resolution and the Act, assessments will be levied annually against the assessable parcels in the District commencing with Fiscal Year 2001/2002 and continuing through Fiscal Year 2010-2011; and

WHEREAS, such assessments may be used only for the purposes set forth in the Resolution; and

WHEREAS, the City desires to contract for the administration of a program of improvements and activities and the use of the assessments in connection with the District for Calendar Year 2002 through June 30, 2011, with an owners association in accordance with the Act; and

WHEREAS, ODMD INC., an owners' association, proposes to administer such program of improvements and activities for the term provided in this Agreement.

NOW, THEREFORE, the City and ODMD INC. mutually agree as follows:

1. Term of Agreement/Default/Termination

- 1.1. The term of this Agreement shall be from July 1, 2006, to June 30, 2011.
- 1.2. In the case of a default by ODMD INC., the City may terminate this Agreement by giving written notice to ODMD INC. in accordance with Paragraph 8 of this Agreement.
- 1.3. Upon termination or expiration of this Agreement, all unexpended monies for the District and all assets purchased with District funds may be distributed to a nonprofit fund foundation, or corporation within the City of Oxnard, which is organized and operated exclusively for nonprofit purposes and which has established its tax exempt status under appropriate sections of the Internal Revenue Code (and which is qualified for exemption from taxation under appropriate sections of the California Revenue and Taxation Code, in accordance with the Act.)

2. Use of Funds

- 2.1. Funds received by ODMD INC. pursuant to this Agreement shall only be expended for the purposes stated in the Resolution and authorized by the Act.

Such funds shall be expended in accordance with the Management District Plan and each annual report prepared by ODMD INC. pursuant to Section 36650 of the Act and approved by the City Council.

3. ODMD INC. Responsibilities

- 3.1. ODMD INC. shall administer the District work program and perform all of the services specified in the Management District Plan and each annual report of ODMD INC. pursuant to Section 36650 of the Act and approved by the City Council, and in this regard shall cooperate with the City Manager of the City or such personnel as the City Manager designates.

- 3.2. Throughout the term of this Agreement, ODMD INC. shall submit to the City's Finance Director the following:

3.2.1. Quarterly Expense Reports. By the 30<sup>th</sup> day of the first month of each quarter, beginning October 31, 2006, ODMD INC. shall submit a quarterly expense report for the previous quarter.

3.2.2. Annual Report. By each June 1<sup>st</sup>, beginning June 1, 2007, ODMD INC. shall submit a report for the current Fiscal Year complying with Section 36650 of the Act

3.2.3. Financial Statements. By each September 30<sup>th</sup>, beginning September 30, 2007, ODMD INC. shall submit a statement of income and expenses of ODMD INC. in relation to the District, reviewed by a certified public accountant covering the previous Fiscal Year. Notwithstanding the termination date of this Agreement, ODMD INC. shall submit a statement of income and expenses of ODMD INC. in relation to the District, covering Fiscal Year 2011 by September 30, 2012.

3.2.4. Other Financial Information. Within 10 days of a request of the City's Finance Director, ODMD INC. shall provide such other financial information of ODMD INC. in relation to the District as the City's Finance Director shall reasonably request.

- 3.3. ODMD INC. hereby agrees to comply with all Federal, State, and City laws and regulations as they relate to the administration of the District.

4. City Responsibilities

- 4.1. The City shall submit to the County of Ventura each year an annual assessment roll for the District for Fiscal Years 2006/2007 through 2010/2011 and shall disburse the District assessment revenues received by the City from the County of Ventura to ODMD INC. in accordance with Section 5.1 hereof.

- 4.2. With respect to any public agencies for which the County of Ventura does not bill the annual District assessments, the City shall hand bill such agencies for the District assessments, including enforcement of the collection of such assessments.
- 4.3. The City shall review all reports submitted by ODMD INC.
- 4.4. The City shall make available to ODMD INC. such information in its possession, except for information, which is determined to be confidential information by the City Attorney, which is necessary for implementation of the District work program.
- 4.5. The City shall report to ODMD INC. on an annual basis as to the status of District assessment revenues collected so that ODMD INC. can adjust its budget and work program accordingly.

5. Disbursements

- 5.1. Commencing with Calendar Year 2007 and continuing through December 31, 2011, the City shall remit to ODMD INC. the District assessment revenues collected by the County of Ventura and paid to the City within 30 days of receipt of such revenues by the City from the County of Ventura.

6. Audits, Accounting, and Audit Exceptions

- 6.1. ODMD INC.'s program, as it relates to the District, will be audited in accordance with the City's policy and funding guidelines. The City or its authorized representatives shall, with 10 days' prior notice, have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of ODMD INC.
- 6.2. ODMD INC. staff will cooperate fully with authorized auditors when they conduct audits and examinations of ODMD INC.'s program, as it relates to the District. If indications of misappropriation or misapplication of the funds governed by this Agreement cause the City to require a special audit, the cost of the audit shall be paid by ODMD INC. Should it be subsequently determined that the special audit was not reasonably warranted, the amount will be restored to ODMD INC. The right to audit, as provided by this Section, shall be for a period of three (3) years from the date of submission of the financial report in question or any indication or notice to the City of any misappropriation or misapplication of funds by ODMD INC., whichever is later.
- 6.3. ODMD INC. will establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles and standards. The system shall detail all costs chargeable to the District under this Agreement and shall substantiate all such costs, meeting acceptable standards for major public entities in Southern California, and complying with any applicable Federal standards. The system shall meet the minimum fiscal and internal control requirements as reasonably determined by the City.

7. Insurance

- 7.1. ODMD INC. shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-B, attached hereto

and incorporated herein by this reference, issued by a company satisfactory to the City's Risk Manager, unless the Risk Manager waives, in writing, the requirement that ODMD INC. obtain and maintain such insurance coverages.

7.2. ODMD INC. shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-B.

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

8. Notices

8.1. All notices, plans, or reports permitted or required under this Agreement shall be in writing, and shall be deemed made when personally delivered to the following persons as provided in this Agreement. Additionally, such notices shall be deemed made 48 hours after deposited in the U.S. Mail, first class postage prepaid, and addressed to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CITY OF OXNARD  
305 West Third Street, Third Floor  
Oxnard, CA 93030  
Attention: Director of Community Development

ODMD INC.  
326 South "B" Street  
Oxnard, CA 93030  
Attention: Board of Directors, Chair

9. Conflict of Interest.

9.1. For the duration of this Agreement, neither ODMD INC. nor its employees will act as ODMD INC. or perform services of any kind for any other person or entity in regard to the District without the prior written consent of the City. In addition, neither members of the Board of Directors of ODMD INC., nor its Chief Executive Officer, may enter into any additional contracts in regard to the District, nor vote on any District matter when such contract or matter would be of financial benefit to the member or director over and above the general financial benefit to all members in the District.

10. Nondiscrimination

- 10.1. ODMD INC. represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of political affiliation or opinion, age, ancestry, marital status, physical condition, pregnancy, or pregnancy-related condition, race, religion, color, sex, sexual orientation, national origin, or medical condition.

11. General Provisions

- 11.1. Assignment. ODMD INC. agrees that this Agreement contemplates personal performance by ODMD INC. and is based upon a determination of ODMD INC.'s personnel's unique competence, experience, and specialized personal knowledge. Neither this Agreement, nor any interest herein, shall be assigned by any party without the prior written consent of the other party.
- 11.2. Independent Contractor. It is agreed and understood that ODMD INC. is a wholly independent contractor. This Agreement is not intended and shall not be construed to create the relationship of agent, employee, servant, partnership, joint venture, or association as between the City and the ODMD INC. Neither City nor its agents shall have control over the conduct of ODMD INC. except as set forth herein. The City shall have no liability or responsibility for payment of any wage or benefits to ODMD INC. employees, for whom the ODMD INC. shall bear sole responsibility and liability.
- 11.3. Default of Contractor. In the case of default by ODMD INC. in providing any service, or in performing this Agreement, the City may, in addition to all other remedies it may have, including but not limited to termination of the Agreement and/or filing of a suit at law or equity, obtain such services from other sources and deduct the cost thereof from any costs due or thereafter owing to ODMD INC. relating to such items or to otherwise claim and collect such costs.
- 11.4. Attorney's Fees. If a legal action or proceeding is sought by any party because of default under this Agreement, or to enforce a provision thereof, the prevailing party therein shall be entitled, in addition to any other relief, to recover reasonable attorney's fees and court costs from the losing party as determined by the court in which said action or proceeding is pending.
- 11.5. Indemnity. ODMD INC. agrees to indemnify, hold harmless, and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by ODMD INC. or its agents, employees, subcontractors, and other persons acting on ODMD INC.'s behalf. This agreement to indemnify, hold harmless, and defend shall apply whether such acts or omissions are the product of

active negligence, passive negligence, or acts for which ODMD INC. or its agents, employees, subcontractors, ODMD INC., and other persons acting on ODMD INC.'s behalf would be held strictly liable.

- 11.6. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. This Agreement may only be modified in writing signed by both parties.
- 11.7. Governing Law. This Agreement shall be governed by the laws of the State of California.
- 11.8. Time of Essence. Time is of the essence of each and every provision of this Agreement.
- 11.9. Permits, Licenses, Certificates. ODMD INC., at ODMD INC.'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 services under this Agreement, including a City business license.
- 11.10. Successors and Assigns. ODMD INC. and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of ODMD INC. and City.
- 11.11. Covenants and Conditions. ODMD INC. and City agree that each term and each provision of this Agreement to be performed by ODMD INC. shall be construed to be both a covenant and a condition.
- 11.12. Governing Law. City and ODMD INC. agree that the construction and interpretation of this Agreement and the rights and duties of City and ODMD INC. hereunder shall be governed by the laws of the State of California.
- 11.13. Compliance with Laws. ODMD INC. agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by ODMD INC. pursuant to this Agreement.
- 11.14. Severability. City and ODMD INC. 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.
- 11.15. Waiver. City and ODMD INC. agree that no waiver of a breach of any provision of this Agreement by either ODMD INC. 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 ODMD INC. 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.

- 11.16. Counterparts. City and ODMD INC. agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.
- 11.17. Amendment. City and ODMD INC. 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 to in writing by both Manager and ODMD INC.


CITY OF OXNARD

  
\_\_\_\_\_  
Susan Winder, Acting Purchasing Agent

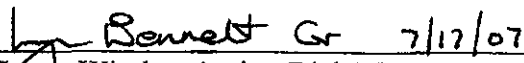
Oxnard Downtown Management  
District Inc.

  
\_\_\_\_\_  
Vincent Behrens, Chairman

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Gary L. Grogg, City Attorney

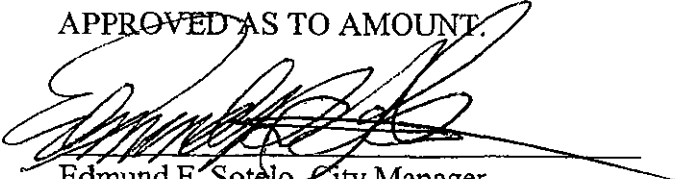
APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Susan Winder, Acting Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Curtis P. Cannon, Community Development Director

APPROVED AS TO AMOUNT:

  
\_\_\_\_\_  
Edmund F. Sotelo, City Manager

**ANNUAL CERTIFICATE OF LIABILITY INSURANCE**

ITEM # 06/07/2007

PRODUCER (805)483-2477 FAX (805)483-8254  
 Laubacher Insurance Agency  
 Calif. Lic. #0593569  
 P.O. Box 31  
 Oxnard, CA 93032

INSURED Oxnard Downtown Management District, Inc.  
 326 South B Street  
 Oxnard, CA 93030

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Nautilus Insurance Company	
INSURER B: United Financial Casualty Co.	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR / INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	NCS79008	08/08/2006	08/08/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPROP AGG \$ Included
	B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	03269768-1	10/20/2006	10/20/2007
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 The City of Oxnard, its Officers, Agents & Employees are named as additional insureds as required by City Agreement.

10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER	CANCELLATION
City of Oxnard Attn: Risk Manager 300 W. Third Street, #302 Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Thomas Laubacher

POLICYHOLDER COPY

SL

**STATE  
COMPENSATION  
INSURANCE  
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 08-11-2007

GROUP:  
POLICY NUMBER: 1730151-2007  
CERTIFICATE ID: 1  
CERTIFICATE EXPIRES: 02-28-2008  
02-28-2007/02-28-2008

CITY OF OXNARD  
RISK MANAGEMENT  
300 W 3RD ST STE 302  
OXNARD CA 93030-5798

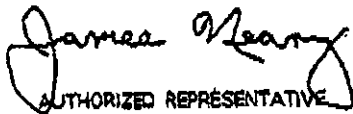
SL

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

  
AUTHORIZED REPRESENTATIVE

  
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 08-11-2007 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

OXNARD DOWNTOWN MANAGEMENT DISTRICT INC. (A  
NON-PROFIT MUTUAL BENEFIT CORP)  
328 S B ST  
OXNARD CA 93030

POLICY NUMBER: NC579008

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

*City of Oxnard  
It's Officers, Agents + Employees*

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Agreement No. 4192-07-CD

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

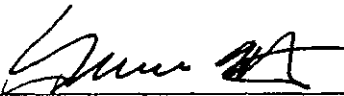
This First Amendment ("First Amendment") to the Agreement for Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 28<sup>th</sup> day of June, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and the Oxnard Downtown Management District, Inc., a nonprofit mutual benefit corporation ("ODMD INC."). This First Amendment amends the Agreement which was effective July 1, 2006, between City and ODMD INC.

City and ODMD INC. agree as follows:

- 1. In section 1.1 of the Agreement, the date "June 30, 2011" is deleted and replaced by the date "December 31, 2011."
- 2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

OXNARD DOWNTOWN MANAGEMENT DISTRICT, INC.

  
Dr. Thomas E. Holden, Mayor

  
Michelle Kenney, Chair

ATTEST:

  
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

  
Alan Holmberg, City Attorney

  
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:

  
Curtis P. Cannon, Project Manager

  
Edmund F. Sotelo, City Manager

COUNCIL APPROVAL  
DATE: 6/28/11 AGENDA # I-4

Agreement No. 4192-07-CD

SECOND AMENDMENT TO AGREEMENT FOR SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 13<sup>th</sup> day of December, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and the Oxnard Downtown Management District, Inc., a nonprofit mutual benefit corporation ("ODMD INC."). The Second Amendment amends the Agreement which was effective June 28, 2011, between City and ODMD INC.

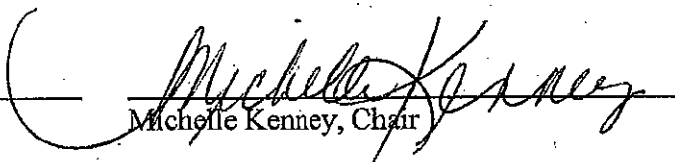
City and ODMD INC. agree as follows:

1. In section 1.1 of the Agreement, the date "December 31, 2011" is deleted and replaced by the date "December 31, 2014."
2. As so amended, the Agreement remains in full force and effect.

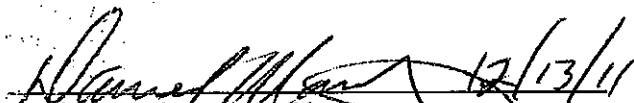
CITY OF OXNARD

OXNARD DOWNTOWN MANAGEMENT DISTRICT, INC.

  
Dr. Thomas E. Holden, Mayor


  
Michelle Kenney, Chair

ATTEST:

  
Daniel Martinez, City Clerk

APPROVED AS TO FORM:


APPROVED AS TO INSURANCE:


  
Alan Holmberg, City Attorney

  
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:

  
Kimberly Horner, Project Manager

  
Edmund P. Sotelo, City Manager

COUNCIL APPROVAL  
DATE: 12-13-11 AGENDA # 7-7

**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-B.doc



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 02-01-2011

GROUP:  
 POLICY NUMBER: 1374527-2011  
 CERTIFICATE ID: 3  
 CERTIFICATE EXPIRES: 02-01-2012  
 02-01-2011/02-01-2012

CITY OF OXNARD  
 RISK MANAGER  
 300 WEST THIRD STREET, STE 302  
 OXNARD CA  
 93030

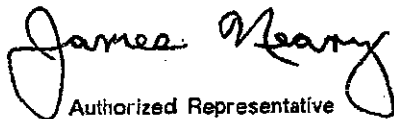
SL

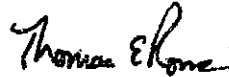
This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

  
 Authorized Representative

  
 President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

GREATER OXNARD ECONOMIC DEVELOPMENT  
 CORPORATION (A NON-PROFIT CORP) DBA: GREATER  
 OXNARD ECONOMIC DEVELOPMENT CORPORATION  
 400 E ESPLANADE DR STE 301  
 OXNARD CA 93038

SL

Agreement No. 4192-07-CD

THIRD AMENDMENT TO AGREEMENT FOR SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 28th day of April, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Oxnard Downtown Management District, Inc., a nonprofit mutual benefit corporation ("ODMD INC."). This Third Amendment amends the Agreement entered into on July 1, 2006, by City and ODMD INC. The Agreement previously has been amended on June 28, 2011, by a First Amendment, on December 13, 2011, by a Second Amendment.

City and ODMD INC. agree as follows:

- 1. In section 1.1 of the Agreement, the date "December 31, 2014" is deleted and replaced by the date "December 31, 2019."
- 2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

*Tim Flynn*

Tim Flynn, Mayor

OXNARD DOWNTOWN MANAGEMENT DISTRICT, INC.

*Armando Lopez*

Armando Lopez, Chair

APPROVED AS TO FORM:

*Stephen M. Fischer*

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

*[Signature]* for  
Risk Manager

APPROVED AS TO CONTENT:

*Kymerly Horner*

Kymerly Horner, Project Manager

COUNCIL	
5/12/2015	LA
DATE	

**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-B.doc

**ENDORSEMENT AGREEMENT  
WAIVER OF SUBROGATION**

1971112-14  
RENEWAL  
SP  
7-05-01-89  
PAGE 1



HOME OFFICE  
SAN FRANCISCO

EFFECTIVE APRIL 20, 2015 AT 12.01 A.M.  
AND EXPIRING JULY 23, 2015 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

OXNARD DOWNTOWN MANAGEMENT DISTRICT

PO BOX 1701  
OXNARD, CA 93032

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,  
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND  
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

THE CITY OF OXNARD

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS  
POLICY IN CONNECTION WITH WORK PERFORMED BY,

OXNARD DOWNTOWN MANAGEMENT DISTRICT

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN  
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION  
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE  
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH  
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

APRIL 22, 2015

2570

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

Agreement No. 4192-07-CD

**FOURTH AMENDMENT TO AGREEMENT FOR SERVICES**

This FOURTH Amendment (“Fourth Amendment”) to the Agreement for Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this 5th day of May, 2020, by and between the City of Oxnard, a municipal corporation (“City”), and Oxnard Downtown Management District, Inc., a nonprofit mutual benefit corporation (“ODMD INC.”). This Fourth Amendment amends the Agreement entered into on July 1, 2006, by City and ODMD INC. The Agreement previously has been amended on June 28, 2011, by a First Amendment, on December 13, 2011, by a Second Amendment, and on April 28, 2015, by a Third Amendment.

City and ODMD INC. agree as follows:

1. The date in Section 1.1 of the Agreement is hereby amended to “December 31, 2020.”

2. Section 1.4 is added to read as follows:

"1.4 Notwithstanding any language in this Agreement to the contrary, the City may terminate this Agreement by giving a minimum of 30 days of written notice to ODMD, INC. in accordance with Paragraph 8 of 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**

**OXNARD DOWNTOWN MANAGEMENT DISTRICT INC.**

- Tim Flynn, Mayor<sup>1</sup> \_\_\_\_\_ Date
- Alexander Nguyen, City Manager
- Daniel Willhite, Purchasing Manager
- \_\_\_\_\_, Buyer

 6/11/20  
 Vince Behrens, Board Chair<sup>2</sup> \_\_\_\_\_ Date

ATTEST:

\_\_\_\_\_  
 Michelle Ascencion, City Clerk \_\_\_\_\_ Date

APPROVED AS TO FORM:

 6/11/20  
 Stephen M. Fischer, City Attorney \_\_\_\_\_ Date

<sup>1</sup> 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.

<sup>2</sup> The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

**EXHIBIT A**  
**OXNARD DOWNTOWN MANAGEMENT DISTRICT**  
**2020-21 ASSESSMENT ROLL**

ITEM #D-1

APN	2020-21 ASSMT
2010113110	\$3,894.03
2010160010	\$690.00
2010160020	\$653.49
2010160030	\$1,840.50
2010160040	\$490.89
2010160050	\$909.00
2010160060	\$459.00
2010160070	\$774.00
2010160080	\$715.50
2010160090	\$690.75
2010160100	\$780.00
2010160110	\$963.90
2010160120	\$810.00
2010160130	\$1,332.00
2010160170	\$1,572.75
2010160180	\$1,782.83
2010160190	\$1,019.94
2010160200	\$1,985.10
2010160220	\$1,147.14
2010160250	\$1,152.75
2010160260	\$2,225.78
2010211010	\$2,000.25
2010211040	\$488.01
2010211110	\$893.25
2010211120	\$756.90
2010211130	\$573.45
2010211140	\$573.45
2010211155	\$573.45
2010211170	\$1,902.27
2010211180	\$1,391.40
2010211190	\$1,616.82
2010211200	\$1,653.75
2010211210	\$1,655.10
2010211225	\$458.82
2010211230	\$683.82
2010211300	\$586.05
2010211360	\$1,174.07
2010211380	\$1,380.00
2010212010	\$1,582.76
2010212020	\$1,366.44
2010212030	\$1,359.69
2010212060	\$1,292.19
2010212070	\$1,450.13
2010212140	\$1,344.15
2010212150	\$3,066.90
2010212165	\$1,665.38
2010212170	\$1,709.25
2010212180	\$1,012.50
2010212190	\$1,042.50

2010212200	\$768.75
2010212230	\$1,224.69
2010212260	\$1,862.27
2010212270	\$1,464.00
2010213010	\$1,218.95
2010213020	\$739.83
2010213030	\$916.68
2010213075	\$571.08
2010213080	\$1,232.04
2010213090	\$1,299.66
2010213100	\$670.68
2010213110	\$244.00
2010213120	\$61.00
2010213130	\$1,131.00
2010213140	\$591.17
2010213150	\$555.02
2010213160	\$2,578.43
2010214010	\$828.00
2010214020	\$3,229.59
2010214030	\$2,263.80
2010214040	\$2,840.36
2010271030	\$670.68
2010271040	\$633.75
2010271060	\$690.00
2010271070	\$891.75
2010271080	\$1,254.00
2010271090	\$615.00
2010271100	\$840.00
2010271110	\$840.00
2010271160	\$244.00
2010271170	\$1,434.93
2010271180	\$2,899.20
2010272010	\$1,157.69
2010272020	\$630.00
2010272030	\$630.00
2010272040	\$61.00
2010272050	\$870.00
2010272060	\$1,762.50
2010272070	\$825.00
2010272080	\$825.00
2010272090	\$1,042.50
2010272100	\$1,702.50
2010272110	\$972.95
2010272120	\$1,334.36
2010272140	\$615.00
2010272150	\$1,767.00
2010272160	\$827.63
2010272170	\$840.00
2010272180	\$1,458.75
2010272190	\$61.00
2010272200	\$577.50
2010272210	\$465.00

2010272220	\$1,239.00
2010272230	\$1,796.43
2010360110	\$1,717.26
2020081010	\$1,455.00
2020081020	\$825.00
2020081100	\$1,233.00
2020081160	\$825.00
2020081170	\$1,455.00
2020081180	\$840.00
2020081190	\$840.00
2020081200	\$840.00
2020081210	\$840.00
2020081220	\$840.00
2020081230	\$1,470.00
2020081240	\$627.00
2020081250	\$840.00
2020081260	\$840.00
2020081270	\$840.00
2020081280	\$840.00
2020081290	\$840.00
2020083030	\$1,354.20
2020083040	\$61.00
2020083050	\$1,636.10
2020083060	\$1,178.58
2020083070	\$1,407.42
2020083210	\$2,335.26
2020083220	\$900.00
2020085030	\$826.88
2020085040	\$886.97
2020085050	\$3,609.39
2020085190	\$828.75
2020085200	\$2,004.00
2020091100	\$825.00
2020091370	\$1,890.00
2020091380	\$1,043.10
2020091390	\$12,241.17
2020091400	\$3,830.76
2020092030	\$474.00
2020092040	\$741.00
2020092050	\$1,271.18
2020092060	\$1,296.69
2020092070	\$2,400.00
2020092120	\$825.00
2020092130	\$1,338.81
2020092140	\$2,265.00
2020092170	\$6,234.63
2020092180	\$2,137.50
2020092190	\$2,969.09
2020094010	\$2,051.10
2020094020	\$1,202.40
2020094035	\$2,598.00
2020094040	\$2,058.00

**EXHIBIT A  
OXNARD DOWNTOWN MANAGEMENT DISTRICT  
2020-21 ASSESSMENT ROLL**

ITEM #D-1

2020094050	\$1,251.00
2020094060	\$1,494.00
2020094080	\$2,032.47
2020094140	\$1,347.00
2020094155	\$408.00
2020094160	\$408.00
2020094170	\$807.00
2020094185	\$774.00
2020094195	\$1,506.00
2020094205	\$426.00
2020094215	\$1,854.00
2020094225	\$426.00
2020094235	\$1,224.00
2020094240	\$1,668.93
2020095075	\$825.00
2020095085	\$825.00
2020095090	\$1,446.00
2020095100	\$1,331.25
2020095110	\$825.00
2020095120	\$4,348.32
2020095140	\$2,730.75
2020095150	\$1,653.75
2020095160	\$1,653.75
2020096035	\$1,537.50
2020096040	\$0.00
2020096050	\$1,720.50
2020096060	\$1,375.20
2020096070	\$1,500.00
2020096080	\$3,201.93
2020096095	\$1,038.00
2020096105	\$2,624.93
2020096110	\$1,336.35
2020096125	\$770.70
2020101130	\$1,665.00
2020101190	\$697.65
2020101205	\$543.00
2020101215	\$1,902.00
2020101225	\$402.75
2020101235	\$572.25
2020101255	\$489.75
2020101270	\$404.25
2020101290	\$442.50
2020101310	\$404.25
2020101330	\$404.25
2020101355	\$404.25
2020101360	\$399.36
2020101370	\$413.25
2020101405	\$448.65
2020101415	\$3,930.96
2020101420	\$1,339.32
2020101435	\$415.50
2020101445	\$2,267.04

2020102010	\$5,112.69
2020103025	\$780.00
2020103090	\$780.00
2020103100	\$2,224.65
2020103115	\$491.25
2020103120	\$2,003.21
2020103130	\$855.00
2020103145	\$765.00
2020103175	\$397.88
2020103185	\$578.36
2020103195	\$2,251.92
2020103205	\$655.20
2020103210	\$1,182.00
2020103225	\$415.50
2020103235	\$508.50
2020103245	\$2,484.75
2020104015	\$3,810.00
2020104165	\$2,774.15
2020104395	\$8,831.93
2020104405	\$1,178.61
2020104415	\$2,421.27
2020104425	\$2,078.49
2020104435	\$3,455.19
2020105100	\$7,185.00
2020105120	\$607.50
2020105170	\$498.00
2020105180	\$2,217.24
2020105195	\$399.00
2020105205	\$598.50
2020105210	\$399.00
2020105220	\$598.50
2020105235	\$417.00
2020105245	\$1,015.50
2020105260	\$480.00
2020105275	\$0.00
2020105295	\$2,795.25
2020105305	\$649.50
2020105325	\$2,652.60
2020105335	\$2,331.57
2020106015	\$1,285.50
2020106035	\$592.50
2020106065	\$817.50
2020106120	\$1,042.88
2020106130	\$1,724.10
2020106140	\$3,772.17
2020106245	\$651.00
2020106250	\$883.50
2020106265	\$473.70
2020106275	\$702.09
2020106285	\$426.00
2020106295	\$678.00
2020106310	\$445.65

2020106320	\$558.54
2020106355	\$2,041.50
2020106370	\$1,046.25
2020106380	\$1,046.37
2020106390	\$1,029.53
2020106400	\$2,167.92
2020106410	\$2,568.81
2020107050	\$589.35
2020107060	\$603.75
2020107070	\$603.75
2020107080	\$2,362.13
2020107100	\$999.75
2020107110	\$2,161.88
2020107120	\$592.50
2020107135	\$1,335.00
2020107160	\$1,278.00
2020107170	\$1,514.85
2020107195	\$561.00
2020107205	\$432.00
2020107215	\$430.50
2020107225	\$547.95
2020107235	\$3,085.50
2020107240	\$3,159.00
2020107250	\$1,608.60
2020131030	\$877.50
2020131040	\$1,713.30
2020131050	\$1,818.75
2020131060	\$1,670.79
2020131070	\$2,002.85
2020131170	\$1,208.25
2020131190	\$397.35
2020131220	\$630.00
2020131230	\$1,359.00
2020133010	\$1,455.00
2020133020	\$993.75
2020133030	\$825.00
2020133040	\$825.00
2020133050	\$61.00
2020133060	\$825.00
2020133210	\$3,450.87
2020135025	\$1,342.00
2020135035	\$6,240.00
2020141050	\$0.00
2020141060	\$1,012.50
2020141070	\$607.50
2020141080	\$1,176.00
2020141090	\$1,176.00
2020141100	\$61.00
2020141110	\$1,890.00
2020141155	\$61.00
2020141165	\$61.00
2020141175	\$61.00

**EXHIBIT A  
OXNARD DOWNTOWN MANAGEMENT DISTRICT  
2020-21 ASSESSMENT ROLL**

ITEM #D-1

2020141185	\$61.00
2020141195	\$61.00
2020141205	\$61.00
2020141215	\$61.00
2020141225	\$61.00
2020141235	\$61.00
2020141245	\$61.00
2020141255	\$61.00
2020141265	\$61.00
2020141275	\$61.00
2020141285	\$61.00
2020141295	\$61.00
2020141305	\$61.00
2020141315	\$61.00
2020141325	\$61.00
2020141335	\$61.00
2020141345	\$61.00
2020141355	\$61.00
2020141365	\$61.00
2020141375	\$61.00
2020141385	\$61.00
2020141395	\$61.00
2020141405	\$61.00
2020141415	\$61.00
2020141425	\$61.00
2020142160	\$6,405.00
2020143015	\$3,310.20
2020143025	\$1,494.20
2020143030	\$995.10
2020143040	\$860.63
2020143050	\$607.50
2020143140	\$3,861.60

2020143230	\$1,867.50
2020143240	\$1,656.06
2020143250	\$1,235.69
2020144170	\$932.41
2020144180	\$1,088.74
2020144190	\$1,147.27
2020144200	\$1,003.30
2020144210	\$1,058.54
2020144220	\$549.51
2020144230	\$1,746.58
2020144240	\$549.18
2020144250	\$1,269.09
2020144260	\$929.14
2020144270	\$1,029.18
2020144280	\$934.30
2020144290	\$836.34
2020144300	\$962.09
2020145010	\$3,400.50
2020145030	\$1,197.35
2020145050	\$1,760.61
2020145060	\$1,156.58
2020145100	\$0.00
2020145110	\$1,635.00
2020145120	\$825.00
2020145130	\$1,527.00
2020145140	\$1,455.00
2020145190	\$825.00
2020145200	\$795.00
2020145210	\$694.65
2020145220	\$4,676.54
2020145230	\$1,174.62
2020145240	\$1,301.25

2020146010	\$1,897.50
2020146020	\$1,098.75
2020146030	\$1,031.25
2020146040	\$727.50
2020146050	\$930.00
2020146070	\$1,309.76
2020146080	\$761.25
2020146090	\$592.50
2020146100	\$997.50
2020146110	\$592.50
2020146120	\$592.50
2020146130	\$862.50
2020146140	\$2,693.48
2020146150	\$1,400.93
2020146180	\$2,235.57
2020146190	\$592.50
2020146200	\$592.50
2020146210	\$592.50
2020146220	\$4,793.28
2020380015	\$61.00
2020380025	\$61.00
2020380035	\$61.00
2020380045	\$61.00
2020380055	\$61.00
2020380065	\$61.00
2020380075	\$61.00
2020380085	\$61.00
2020380095	\$61.00
2020380105	\$61.00
2020380115	\$61.00
2020380125	\$61.00

# OXNARD DOWNTOWN MANAGEMENT DISTRICT



-  ODMD BOUNDARY
-  PUBLIC PARKING LOTS
-  PARKING STRUCTURE



MAP NOT TO SCALE

# Oxnard Downtown Management District ITEM #D-1

## City Appointee to the Oxnard Downtown Management District Board, Extension and Amendment of Agreement Between the City and Oxnard Downtown Management District, and Resolution Approving Levy and Collection of Assessments for Fiscal Year 2020-21 within the Oxnard Downtown Management District

Jeffrey Lambert, Community Development Director  
Community Development Department

Housing and Economic Development Committee  
June 23, 2020



### Background

- 2001 - City Council established Oxnard Downtown Management District (ODMD), a property-based business improvement district (PBID)
- ODMD renewed four times; authorized until July 2024
- Councilmember Oscar Madrigal, ODMD Director



- City Agreement for Services with ODMD, July 1, 2006. Agreement extended through December 2019; not extended further
- City Council adopts a resolution to approve the levy and collection of assessments against lots and parcels of real property within the District annually



## ODMD Board City Representative



- Due to work responsibilities, Councilmember Madrigal has scheduling conflicts for ODMD meetings
- City’s PBID consultant Marco Li Mandri of New City America Inc., suggests best practices: City staff representative be appointed by City Manager
- Recommendation that the City’s representative be changed to the City Manager or his designee

Purpose of this agreement: establish the contractual relationship between the City and the ODMD, and each of the parties responsibilities



## Oxnard Downtown Management District Agreement

- Agreement states ODMD is responsible for
  - Administration of a program of improvements and activities as outlined in the Management District Plan and the Assessment Engineer's report
  - Sets the length of the term
  - Sets forth that funds can only be used for purposes stated in the Resolution (which establishes the property and business improvement district), and
  - Outlines reporting responsibilities of the ODMD



- Most contracts between cities and other management corporations spell out obligations of adherence to the Brown Act and expectations on delivery of special benefit services to property owners; current agreement is silent on many of these issues
- City's responsibilities include submitting the annual assessment roll to the County and disbursing the revenue funds to ODMD



- Recommendation to extend agreement to December 31, 2020 while a new updated agreement is drafted based on recommendations from the City's PBID consultant
- Amendment also includes updated termination language to reflect best practices

- City Council adopts a resolution to approve the levy and collection of assessments against lots and parcels of real property within the District annually



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# Annual Assessment Levy

- Proposed improvements and activities include:
  - Providing street, sidewalk, alley and parking lot cleaning and other services supplemental to those provided by the City
  - Public safety program
  - Promotions and marketing
  - Expansion of thematic physical amenities throughout Downtown
  - Other improvements and activities which benefit businesses and real property located within the District



37

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- Proposed assessment is \$502,357.00; reflects no rate increase over the previous fiscal year.
- \$351,363.39 is to be charged to private owners and \$150,993.61 to public agencies.



- Amount to be levied and collected for each fiscal year may be increased by an amount not-to-exceed two percent per year.
- There is no increase in the assessment for FY 2020-21.

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## Financial Impact

- City will be responsible for submitting an annual assessment roll for the District for FY 2020-21 to the County of Ventura
- Successor Agency's 2020-21 PBID Assessment is approximately \$4,584.75 and is an approved item on the 2020-21 Annual Recognized Obligation Payment Schedule
- City's 2020-21 PBID Assessment is \$146,408.86
  - FY 2020-21 Budget to include \$146,408.86 for the City's share



That the Housing and Economic Development Committee provide recommendation to City Council to:

1. Approve the Mayor's appointment of the City Manager or his designee as the City's representative on the Oxnard Downtown Management District (ODMD);
2. Approve a Fourth Amendment of Agreement No. 4192-07-CD with the Oxnard Downtown Management District, Inc. to extend services to December 31, 2020; and
3. Adopt a resolution ordering the levy and collection of assessments within the Oxnard Downtown Management District (ODMD) for Fiscal Year ("FY") 2020-21.



## QUESTIONS?



**HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE  
AGENDA REPORT**

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

**DATE:** June 23, 2020

**TO:** Housing and Economic Development Committee

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

**SUBJECT:** Overview of the Oxnard Housing Authority. (10/15/5)

**RECOMMENDATION**

That the Housing and Economic Development Committee receive and file a report on the Oxnard Housing Authority's structure, programs, accomplishments, and goals.

**BACKGROUND**

Public housing authorities are established under the authority granted by the California Housing Authorities Law codified at Section 34200 of the California Health and Safety Code. However, public housing authorities are truly organizations subject to federal regulations because all programs are funded by the United States Department of Housing and Urban Development as authorized by the Housing Act of 1937, as amended several times since then.

The Oxnard Housing Authority (OHA) was established in 1945 and serves with a mission to promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination. In its seventy-five-year history, the Oxnard Housing Authority has experienced significant progress and many successes along the way. We have housed countless families that may have otherwise been homeless and because of the myriad of expert services offered by the housing authority programs and staff, many families spent time together and were able to invest in their future. Today, because of their own ambition, desire and talent, as well as that your housing authority staff did their job, many housing authority clients are now teachers, lawyers, and doctors.

**DISCUSSION**

This report provides an introduction to the existing OHA. Staff intends to launch a year long effort with the HEDC and the community to identify, plan and implement the next generation of the Oxnard Housing Authority. As part of the effort staff will return to HEDC to review Agency operations and polices.

As a public housing authority, the Oxnard Housing Authority administers two core programs, Public Housing and the Housing Choice Voucher Program (commonly known as Section 8) along with several programs that support and add value.

*Public Housing*

Public Housing offers direct housing opportunities to low income families. The Oxnard Housing Authority owns and manages 520 rental multi-family housing units within the City of Oxnard. Public Housing provides a better alternative than private sector housing for those that may have obstacles that have kept them from securing housing because of health, legal, and or financial credit issues.

The Public Housing Department includes significant cooperation with various supporting programs including the Capital Fund, Maintenance, Resident Services, Resident Opportunities and Self-Sufficiency, and the Family Self-Sufficiency program. These programs are described in this report.

### *Capital Fund and Maintenance*

The Capital Fund is provided by the United States Department of Housing and Urban Development for development, financing, modernization and management improvements. With these funds we seek to modernize our units.

The Maintenance team provides services, repairs, and preventative maintenance to all of our 520 public housing units, as well as all of the Housing Department buildings. They conduct all duties in relation to vacancy turnaround of units. They provide emergency services to all of our residents twenty-four hours a day seven days a week. All of these duties are performed for residents who may otherwise have had no alternative but to live in an unsafe environment. They provide quality housing, with well-maintained community spaces, and a safe decent place for families and individuals to enjoy alike.

### *Resident Services*

Resident Services plays an integral part in the relationship between public housing residents and the Oxnard Housing Authority. The Resident Services Coordinator (RSC) acts as a liaison between residents and the Oxnard Housing Authority; organizes training programs, child and youth programs, parenting classes, and much more. In the case of our elderly and disabled residents, the RSC links residents to supportive services which enable them to age in-place thereby avoiding more costly forms of care. Resident Services also began managing the Multi Service Center (1500 Camino Del Sol) building in 1995. It is a building located within the Del Sol Park near public housing units that is designed to provide social services and childcare for the community. The building also facilitates and houses multiple programs, such as Interface-First Five and Future leaders of America.

### *Resident Opportunities and Self Sufficiency*

The Resident Opportunities and Self-Sufficiency program is a grant also run by our Resident Services Coordinator. It is applied for every three years and is designed for our public housing residents. The overall goal of the grant is to help residents achieve economic self-sufficiency through various programs which include job training, vocational and educational opportunities.

### *Family Self Sufficiency*

The Family Self-Sufficiency Program is designed to create employment and savings incentives for Public Housing residents and Housing Choice Voucher participants. The program is a free and voluntary program that assists families to achieve economic self-sufficiency through individual case management. There are currently sixty-two Family Self-Sufficiency participants, which include thirty Public Housing residents and thirty-two

Housing Choice Voucher participants.

### *Fiscal*

The Fiscal team works closely with the Public Housing and Housing Choice Voucher Program staff and management to carry out their financial administration. The Fiscal team is responsible for the overall fiscal management, accounting, and financial reporting for the Oxnard Housing Authority. Operations and services include budget preparation and implementation, accounts payable, accounts receivable; Capital Fund Program, Resident Opportunities and Self-Sufficiency and Family Self-Sufficiency Grants Programs administration; accounting, reporting and payroll functions and audit coordination.

### *Housing Choice Voucher*

The Housing Choice Voucher Program is a rental subsidy program where a participant has the discretion and choice to identify their own housing unit on the open market. The Oxnard Housing Authority currently provides a total of 1,686 vouchers to low income families, which includes tenant based and project-based vouchers. Project based vouchers provide rental housing to low income families in privately owned and managed rental units. The project-based voucher subsidy runs with the property. The Oxnard Housing Authority recently partnered with Many Mansions utilizing our project-based vouchers to provide housing to some of our more vulnerable homeless population our homeless veterans. It is a beautiful 40-unit complex named Ormond Beach Villas, located in south Oxnard.

The most significant benefit with the Housing Choice Voucher Program is “Choice.” The participants have the option to find a unit of their choosing.

### *Housing Quality Standards Inspections*

The Housing Quality Standards Inspector provides standard inspection services so that our Housing Choice Voucher participants are assured that units meet quality and decent living conditions. Housing quality standards help the Oxnard Housing Authority accomplish that goal by defining “standard housing” and establishing the minimum quality criteria necessary for the health and safety of program participants. All Housing Choice Voucher housing units must meet these housing quality standards in order to participate in the Housing Choice Voucher program.

### *Applications*

The Applications team currently manages a waitlist for three programs: Housing Choice Voucher, Project Based Voucher, and Public Housing. The vouchers for the Veterans Affairs Supportive Housing program are managed on a referral basis through the Oxnard VA Clinic. The Applications team ensures that all applicants are eligible and meet all guidelines and agency criteria before entry to any program. We currently have 4,460 applicants on the Housing Choice Voucher waitlist, 1,120 on our Public Housing waitlist, and a total of 3,760 for our Project Based Vouchers.

The newest addition to our team is the Housing Locator. This position was created to provide field-based housing location services to homeless applicants and program participants. The Housing Locator works closely with program participants and their case workers in the rental process. The Housing Locator maintains and coordinates consistent communication, between participants, landlords, property managers, case workers, community partners, and staff. Since its implementation in April of 2019 the department has proactively

recruited new and previous landlords and successfully housed over 100 families.

## **NEXT STEPS**

The opportunities for improvement are extensive from basic customer service to private enterprise. The Oxnard Housing Authority cannot continue to operate in its current standard and remain viable long term. While our vision is ambitious, it is not yet complete and we seek a full engagement of all stakeholders to restructure and re-brand.

Staff proposes a year long process to develop a new vision, policies, and structure for the housing authority allowing implementation at the submittal of next year's planning documents to the United States Department of Housing and Urban Development. In this process, we will engage with tenants, participants, landlords, resident associations, City Council and Board of Commissioners.

## **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.

Objective 3c. Improve our methods of communicating with residents, businesses and neighborhoods.

## **FINANCIAL IMPACT**

There is no financial impact associated with this report.

*Prepared by: Emilio Ramirez, Housing Director*

## **ATTACHMENTS**

1. RETHINK AND RENEW FINAL.2

# Oxnard Housing Authority

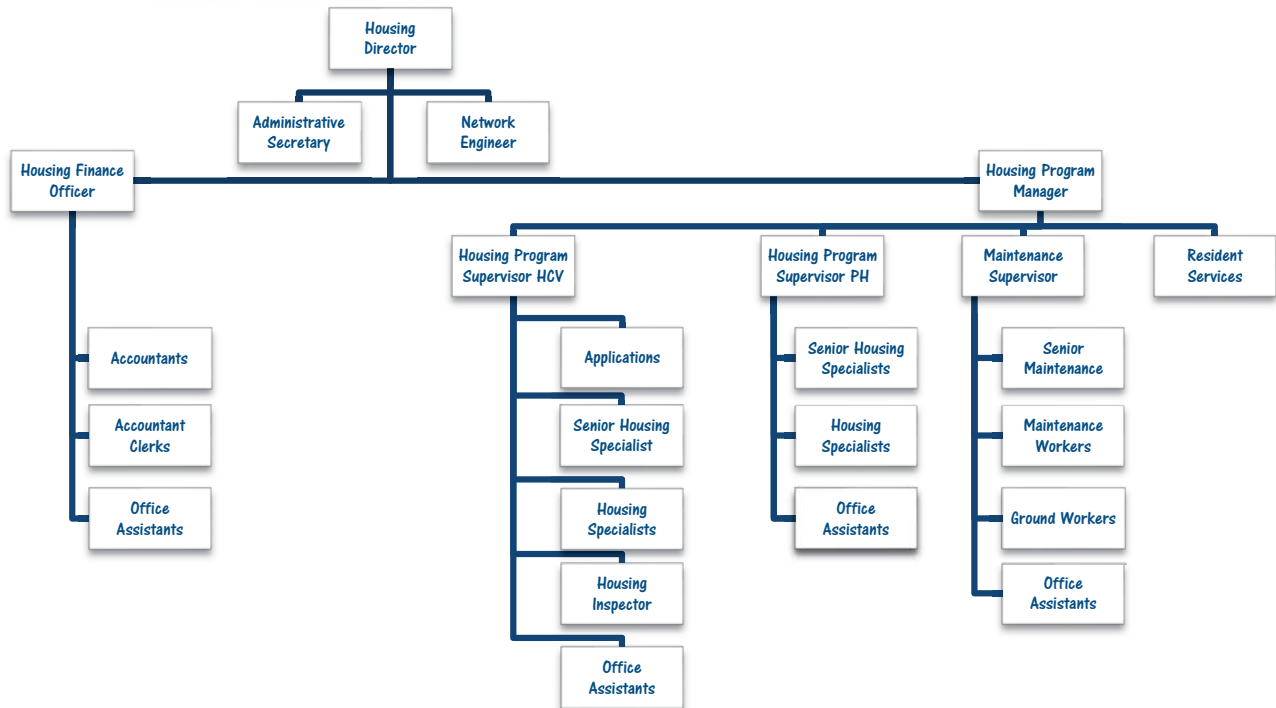
## Rethink and Renew

### The Housing Team



## One Team at the Oxnard Housing Department





The Mission of the Oxnard Housing Authority is to promote adequate and affordable housing, economic opportunity and suitable living environment free from discrimination.

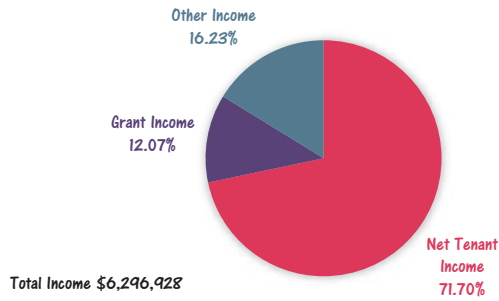
YOU CANNOT TELL A HUNGRY CHILD THAT YOU GAVE THEM FOOD YESTERDAY - ZIMBABWCAN POVERB

## Oxnard Housing Authority Accomplishments

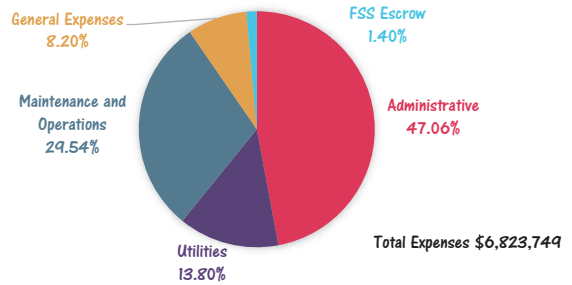


ONCE SOCIAL CHANGE BEGINS, IT CANNOT BE REVERSED, YOU CANNOT UNEDUCATE THE PERSON WHO HAS LEARNED TO READ. YOU CANNOT HUMILIATE THE PERSON WHO FEELS PRIDE. YOU CANNOT OPPRESS THE PEOPLE WHO ARE NOT AFRAID ANYMORE - CESAR CHAVEZ

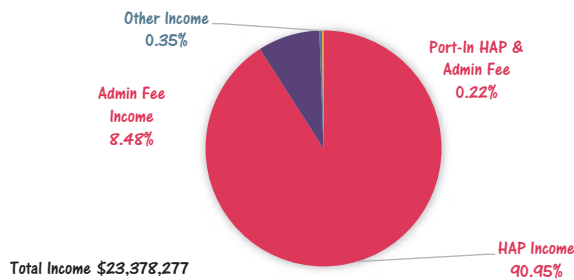
**Public Housing Income  
2020-2021 Proposed Budget**



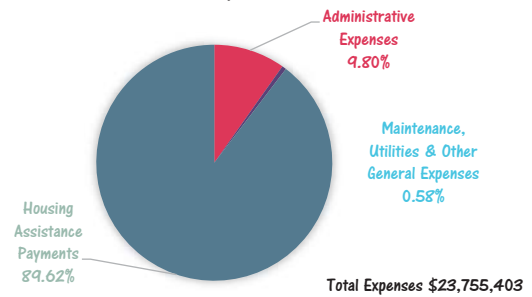
**Public Housing Expenses  
2020-2021 Proposed Budget**



**Housing Choice Voucher Income  
2020-2021 Proposed Budget**



**Housing Choice Voucher Expenses  
2020-2021 Proposed Budget**



PROGRESS IS MORE PLAUSIBLY JUDGED BY THE REDUCTION OF DEPRIVATION THAN THE FURTHER ENRICHMENT OF THE OPULENT - AMARTYA SEN

Applications

The Applications Division manages 15 waiting lists for 3 different programs

Housing Choice Voucher Program  
Public Housing Program  
Project-Based Voucher Program

Housing Choice Voucher: 4,460  
Public Housing: 1,120  
Project-Based Voucher Program: 3,760



HUD regulations require that all families have an equal opportunity to apply for and receive housing assistance, and that a housing authority affirmatively further fair housing goals in the administration of the program [24 CFR 982.53, HCV GB p. 4-1].

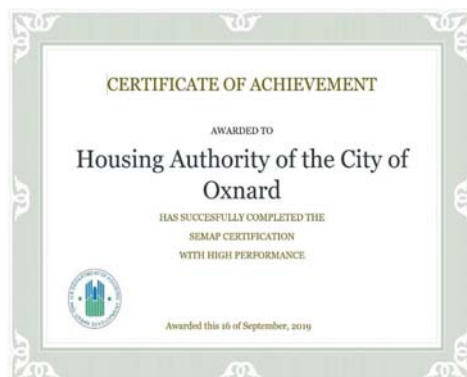
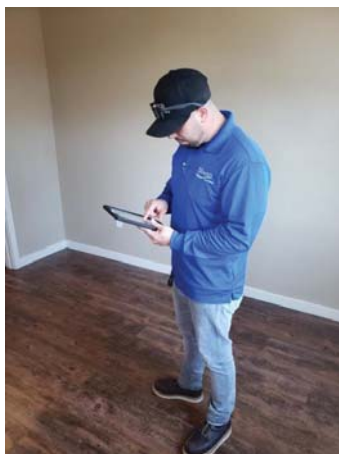
The Applications Division is responsible for:

1. Opening the waiting lists for new applications, managing the waiting lists to ensure that preferences are properly given to each applicant, reviewing and processing changes submitted by applicants, and selecting applicants for eligibility review: submitting background checks, completing an intake appointment, reviewing family composition and income.
2. Once an applicant is approved, the applicant is briefed and is issued their voucher to begin searching for a unit. When approved for the Public Housing or Project-Based Program, they are offered a unit.
3. New Section 8 voucher-holders requiring assistance in locating a unit are referred to our Housing Navigator, Efrain De Santos.



EVERY MINUTE IS A CHANCE TO CHANGE THE WORLD - DOLORES HUERTA

## Housing Choice Voucher Program



THERE ARE MANY THINGS THAT CAN ONLY BE SEEN THROUGH EYES THAT HAVE CRIED - OSCAR ROMERO

## Overview and Purpose:

Voluntary program for Public Housing and Section 8 families to obtain employment and become free of welfare assistance. Families set goals that need to be completed in a 5-year term:

## Case Management and Referrals:

OHA works with a committee of partner agencies to refer families to services

## Services:

1. Education
2. Counseling
3. Job training
4. Credit repair
5. Computer literacy
6. Financial literacy



LA PAZ ES HIJA DE LA CONVIVENCIA, DE LA EDUCACION Y DEL DIALOGO – RIGOBERTA MENCHU

9

# Family Self Sufficiency Program

## Escrow Account:

(Savings)

1. Program incentive to help families build assets
2. Funds are taken directly through increased rent payments and are placed in interest-bearing account
3. Example: Initial rent is \$1,000, rent increases to \$1,300. \$300 will be placed in savings every month



## Homeownership:

(Not required but is promoted)

1. Homeownership Counseling
2. Homebuyer Workshops
3. Down Payment Assistance
4. First-time home loan programs



Yolanda Fulton



Agustin Espinoza

A SOCIETY CAN BE PARETO OPTIMAL AND STILL PERFECTLY DISGUSTING<sup>48</sup> AMARTYA SEN

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# Public Housing

ITEM #D-2



**31-72 Althea Court**  
12 units



**31-2 Felicia Court**  
100 units



**31-5 Plaza Vista**  
50 units



**31-75 Fremont Way**  
12 units



**31-3 Juanita, Colonia,  
Marquita & Gloria**  
70 units



**31-8 Palm Vista**  
100 units

WE ALL WANT PROGRESS BUT WE WANT IT IN A WAY THAT DOESN'T LEAVE US HOMELESS AND HUNGRY - CHICO MENDES

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# Public Housing



**31-4 Squires & Trevino**  
100 units



**31-71 Cuesta Del Mar**  
12 units



**31-73 Concord Drive**  
20 units



**31-74 Fashion Park Place**  
24 units



**31-76 Hill Street**  
12 units

LONELINESS AND THE FEELING OF BEING UNWATED IS THE MOST TERRIBLE POVERTY - MOTHER TERESA

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# Maintenance and Capital Improvements

ITEM #D-2



DON'T BE SAD ABOUT YOUR PANZA, GIVE SELF LOVE A LIL CHANZA - ANONYMOUS

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# Resident Services



Oxnard Housing Authority Resident Services  
@ Ventura/ Tri-County National College Fair 2019

POVERTY IS THE WORST FORM OF VIOLENCE - MAHATMA GANDHI

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POVERTY IS THE DEPRIVATION OF OPPORTUNITY - AMARTYA SEN

## Rethink and Renew



Moving to Work

Create a Nonprofit

Customer Service  
Improvement

Landlord Relations

Tenant Relations

Affordable Housing  
Development

Shared Housing

Rental Assistance  
Demonstration

Special Programs

Resident Services

Voucher Diversity

WE HAVE COME DANGEROUSLY CLOSE TO ACCEPTING THE HOMELESS SITUATION AS A PROBLEM THAT WE CANNOT SOLVE - LINDA LINGLE

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# Thank You

## Oxnard Housing Department The Housing Team

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WE WILL NOT BE JUDGED BY HOW MANY DIPLOMAS WE HAVE RECEIVED, HOW MUCH MONEY WE HAVE MADE OR HOW MANY GREAT THINGS WE HAVE DONE. WE WILL BE JUDGED BY: I WAS HUNGRY AND YOU GAVE ME TO EAT, I WAS NAKED AND YOU CLOTHED ME. I WAS HOMELESS AND YOU TOOK ME IN. - MOTHER TERESA

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