

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



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
June 30, 2020
Closed Session - 4:30 PM
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 and Housing Authority Board.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) (City Council)
Name of case: Jose Alvarez; et al. v. City of Oxnard
United States District Court, Central District, Case No. 2:19-CV-08044-PSG-JC

D. OPENING CEREMONIES (5:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation in Celebration of Pride Month.

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)

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department

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

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

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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

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

1. City Manager Department

SUBJECT: Request of Councilmember Lopez and Mayor Pro Tem Ramirez: Consider Adoption of a Resolution Condemning Police Brutality and Declaring Racism a Public Health Crisis. (5/20/20)

RECOMMENDATION: That City Council consider the adoption of a resolution condemning police brutality and declaring racism a public health crisis.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the June 16, 2020 regular meeting as presented.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

2. 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).

RECOMMENDATION: That the City Council:

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.

(Reviewed by the Housing and Economic Development Committee on June 23, 2020)

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

3. Community Development Department

SUBJECT: Adoption of Ordinance No. 2982 Formation of Community Facilities District No. 8 (Sakioka Farms).

RECOMMENDATION: That the City Council adopts Ordinance No. 2982 (read by title only, waiving further reading) approving the formation of Community Facilities District No. 8 (Sakioka Farms).

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

4. Community Development Department

SUBJECT: Adoption of Ordinance No. 2983 (by title only, waiving further reading) approving PZ Permit No. 20-670-01 Development Agreement between the City of Oxnard, Sakioka Farms and AMS Craig, LLC, subject to certain findings.

RECOMMENDATION: That the City Council adopts Ordinance No. 2983 (read by title only, waiving further reading) approving PZ Permit No. 20-670-01 Development Agreement between the

City of Oxnard, Sakioka Farms and AMS Craig, LLC, subject to certain findings.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

5. Human Resources Department

SUBJECT: Fourth Amendment to Agreement with York Insurance Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Fourth Amendment to Agreement No. 7494-16-FN with York Insurance Services Group, Inc., to extend the expiration date one year to June 30, 2021, and increase the amount by \$195,000, for a total contract value of \$975,000 over the five-year term, for liability claims administration and adjustment services.

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

6. Human Resources Department

SUBJECT: Property Insurance Purchase Order for Fiscal Year 2020-21.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Purchase Order 7697 in the amount of \$492,403 with Alliant Insurance Services, Inc. for property insurance coverage during Fiscal Year 2020-21.

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

7. Human Resources Department

SUBJECT: Purchase Order for General Liability Insurance for Fiscal Year 2020-21.

RECOMMENDATION: That the City Council approve the expenditure of Fiscal Year 2020-21 funds in the amount of \$1,004,801 for general liability insurance to be purchased through the City's broker, Arthur J. Gallagher & Co., and authorize the Mayor to execute Purchase Order No. 7375 in Fiscal Year 2020-21 for the payment thereof.

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

8. Public Works Department

SUBJECT: Award Agreement A-8219 to Taft Electric Company for Traffic Signal Battery Backup System Replacement Project PW 20-35.

RECOMMENDATION: That the City Council approve and authorize:

1. The Mayor to award and execute Agreement A-8219 with Taft Electric Company for \$228,211 for the Traffic Signal Battery Backup System Replacement Project PW 20-35; and
2. Approve a Project contingency amount of \$22,821 for the Traffic Signal Battery Backup System Replacement Project.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

9. Public Works Department

SUBJECT: Approve Fifth Amendment to Agreement 7167-15-CM with Ventura Regional Sanitation

District.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Fifth Amendment to Agreement 7167-15-CM with Ventura Regional Sanitation District (VRSD) in the amount of \$97,960 for a total not-to-exceed amount of \$618,743.91 and to extend the term from June 30, 2020 to June 30, 2021 for monitoring and reporting of the closed Santa Clara Landfill.

(Public Works and Transportation Committee approved 2-0-1)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

10. Public Works Department

SUBJECT: Second Amendment to Agreement A-7971 with Garcia's Landscape Maintenance Inc. for Landscape Maintenance Services in Various Districts.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement A-7971 in the amount of \$343,720 for a total not to exceed amount of \$1,252,720 for landscape maintenance services in various Districts and to extend the term from June 30, 2020 to December 31, 2020. (Public Works and Transportation Committee approved 2-0-1)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

11. Public Works Department

SUBJECT: Second Amendment to Agreement No. A-7985 with Professional Security Consultants.

RECOMMENDATION: That the City Council authorize the Mayor to execute a Second Amendment to Agreement A-7985 with Professional Security Consultants in the amount of \$335,000 for a total amount not to exceed \$935,000 and to extend the term to June 30, 2021 for security patrol services at the Del Norte Regional Recycling and Transfer Station, the Oxnard Wastewater Treatment Plant, and the Advanced Water Purification Facility. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

12. Public Works Department

SUBJECT: Purchase Order with Famcon Pipe & Supply for Infrastructure Parts and Supplies.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Purchase Order with Famcon Pipe & Supply, Inc. for infrastructure parts and supplies in the amount of \$210,000 for a one-year term with the option of two additional one-year terms, for a total amount not to exceed \$630,000. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

L. REPORTS

1. City Manager Department

SUBJECT: Adoption of Fiscal Year 2020-21 Operating and Capital Improvement Budget. (15/20/20)

RECOMMENDATION: That the City Council:

1. Adopt the following resolutions:

- a. A Resolution of the City Council of the City of Oxnard Approving the City Operating and Capital Improvement Budget for the Fiscal Year 2020-21;
 - b. A Resolution of the City Council of the City of Oxnard Authorizing Full-Time Equivalent Positions in the City Service Effective July 1, 2020 in accordance with the Operating Budget for the Fiscal Year 2020-21;
 - c. A Resolution of the City Council of the City of Oxnard Authorizing Classification and Salary Schedules and Approving the attached Classification and Salary Schedule;
 - d. A Resolution of the City Council of the City of Oxnard Establishing Financial Management Policies;
 - e. A Resolution of the City Council of the City of Oxnard Establishing an Appropriation Limit for the Fiscal Year 2020-21; and
2. That the Housing Board of Commissioners adopt a Resolution Approving the Housing Authority's Operating Budget for the Fiscal Year 2020-2021.

Legislative Body: City Council, Housing Authority

Contact: Kevin Riper, (805) 385-7475

2. Housing Department

SUBJECT: Housing Authority: Low Rent Public Housing and Housing Choice Voucher Program Budgets for Fiscal Year 20-21. (10/10/10)

RECOMMENDATION: That the Board of Commissioners of the Oxnard Housing Authority:

1. Adopt a resolution approving the recommended \$6,823,749 operating budget for the Low Rent Public Housing Program for Fiscal Year 20-21, as presented for each project area, and approve and authorize the use of \$526,821 of unrestricted cash to fund the projected deficit; and
2. Adopt a resolution approving the recommended \$23,755,403 operating budget for the Housing Choice Voucher Program for Fiscal Year 20-21 and approve and authorize the use of \$377,126 of unrestricted cash to fund the projected deficit.

Legislative Body: Housing Authority Board

Contact: Emilio Ramirez, (805) 385-8094

3. Housing Department

SUBJECT: Exclusive Negotiating Agreement with Community Development Partners for the Development of a Homeless Solutions Center. (10/20/40)

RECOMMENDATION: That the City Council authorize the Mayor to execute an Exclusive Negotiating Agreement by and between Community Development Partners and the City of Oxnard in consideration of developing a Homeless Solutions Center at 241 West Second Street. (Housing and Economic Development Committee approved 3-0)

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

4. Housing Department

SUBJECT: Second Amendment to Agreement A-8194 with Mercy House for the Provision of Shelter and Navigation Center Operations. (10/10/10)

RECOMMENDATION: That the City Council:

1. Approve the Second Amendment to Agreement A-8194 with Mercy House for the provision of

shelter and navigation center operations in Fiscal Year 2020-2021, in the amount not-to-exceed \$1,944,209 (inclusive of the COVID-19 Contingency Costs) bringing the total cost for the Amended Agreement to a not-to-exceed amount of \$3,367,476 (inclusive of \$936,727 for COVID-19 Cost);

2. Direct staff to return to Council to recognize the appropriation of \$241,916 of Coronavirus Aid, Relief and Economic Security Act (CARES) funds; and

3. Direct staff to return to Council upon receipt by the city of Permanent Local Housing Allocation (PLHA) funds for acceptance and appropriation of \$744,209 of said funding for the purpose of covering the cost of shelter operations.

(Housing and Economic Development Committee approved 3-0)

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

M. ADJOURNMENT



CITY COUNCIL AGENDA REPORT
CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR
AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE
REPORTS
AGENDA ITEM NO. H.1

DATE: June 30, 2020

TO: City Council

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

SUBJECT: Request of Councilmember Lopez and Mayor Pro Tem Ramirez: Consider Adoption of a Resolution Condemning Police Brutality and Declaring Racism a Public Health Crisis. (5/20/20)

RECOMMENDATION

That City Council consider the adoption of a resolution condemning police brutality and declaring racism a public health crisis.

BACKGROUND

Councilmember Lopez and Mayor Pro Tem Ramirez asked that an item be scheduled for City Council discussion regarding the adoption of a resolution condemning police brutality and declaring racism a public health crisis.

STRATEGIC PRIORITIES

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

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

Objective 1a. Create a renewed focus on police/community relations with underserved communities and youth population.

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

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

Objective 3c. Improve our methods of communicating with residents, businesses and neighborhoods (e.g. leverage social media and tools like Nextdoor).

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The item did not originate in Committee.

Prepared by: Shiri Klima, Deputy City Manager

ATTACHMENTS

1. Resolution condemning police brutality

CITY COUNCIL OF THE CITY OF OXNARD**RESOLUTION NO. _____****A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF OXNARD CONDEMNING POLICE BRUTALITY AND
DECLARING RACISM A PUBLIC HEALTH CRISIS**

WHEREAS, the City Council of the City of Oxnard holds the humanity and precious lives of Ahmaud Arbery, Breonna Taylor and George Floyd and all victims of racism in our hearts;

WHEREAS, racism has been a historically negative part of American history, and communities of color, including Black people, have suffered because of it for generations;

WHEREAS, the struggles of Black people have been highlighted most recently by alarming findings that Black Americans are dying from COVID-19 at a much higher rate compared to White Americans in part due to long standing, unaddressed health disparities as well as systematic racism and other socioeconomic inequities;

WHEREAS, the negative repercussions of historical racism--including but not limited to Jim Crow laws, discriminatory lending practices of the 20th century known as "redlining," and the current limitations and access to healthy, nutritious food--have lowered educational, employment, and housing opportunities; increased rates of lead poisoning, limited access to clean water, and created other negative environmental impacts; increased rates of infant mortality; and reduced the life expectancy of people of color;

WHEREAS, the Centers for Disease Control and Prevention (CDC) has found that the average life expectancy of Black people is four years lower than that of White people;

WHEREAS, the racism that permeates American society has historically resulted in harm to people of color, particularly Black people, including incidents of excessive force by police;

WHEREAS, there is a correlation between poor police-community relations and corresponding levels of excessive force used by police;

WHEREAS, there is a continuing pattern of disparate treatment of people of color, especially Black people, across the country throughout the criminal justice system, beginning with initial police contacts and continuing through prosecutorial decisions, jury verdicts, sentencing guidelines, and custody and post-custody determinations;

WHEREAS, the use of excessive force by police across the country has robbed communities of color, especially the Black community, of precious lives and has inflicted intergenerational harm and trauma; and

WHEREAS, the City Council has a moral and constitutional obligation to condemn racism and police brutality across the country.

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

1. Declares that racism in our country is a public health crisis and condemns police brutality;
2. Declares that law enforcement officers and police departments must be held accountable for their actions;
3. Calls for the City of Oxnard to take a stand against racism;
4. Declares that the Oxnard Police Department is dedicated to serving all people with fairness, dignity and respect;
5. Declares that the Oxnard Police Department is committed to continually improving all of its policies and practices; and
6. Calls for continued sound and anti-racist law enforcement policies that address police brutality.

PASSED AND ADOPTED this ____ day of _____, 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. K.1**

DATE: June 30, 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 June 16, 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 06.16.2020 CC,HA regular meeting

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 June 16, 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 videoconference. Housing Commissioner Jose Andrade arrived at 5:50 p.m. via videoconference; Commissioner Francisco Vega was absent.

Staff members present were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; Ashley Golden, Assistant City Manager; Scott Whitney, Police Chief; Darwin Base, Fire Chief; Tatiana Arnaout, City Engineer; Emilio Ramirez, Housing Director; Jeffrey Lambert, Community Development Director; and Michelle Ascencion, City Clerk.

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

C. APPOINTMENT ITEM

City Manager Department

1. SUBJECT: City of Oxnard Overtime Usage Report.
RECOMMENDATION: That the City Council receive and file the City of Oxnard Overtime Usage Report. (Finance and Governance Committee approved 3-0)

The City Manager gave a report. Public comments were received from Lawrence Stein and Ray Blattel. Discussion ensued among the Council and staff. No formal action was required.

Public Works Department

2. SUBJECT: Five Year Capital Improvement Program for Fiscal Years 2020-2025.
RECOMMENDATION: That the City Council:
 1. Approve and authorize the Fiscal Year 2020-21 projects to be selected from the Proposed 2020-2025 City of Oxnard Five Year Capital Improvement Program (“CIP”); and
 2. Adopt the 2020-2025 City of Oxnard Five Year Capital Improvement Program. (Public Works and Transportation Committee approved 2-0-1)

The City Engineer gave a report. Public comments were received from Lawrence Stein. Written comments were received from Lawrence Stein. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilwoman Basua, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, Madrigal, Perello, and Ramirez voted in favor; MacDonald abstained, due to a potential real estate conflict of interest with the Campus Park project. The motion carried 6-0-1.

Housing Department

3. **SUBJECT:** Impact Fee Loan Agreement and Resolution for Las Cortes Phase III.
RECOMMENDATION: 1. That the City Council approve and authorize the Mayor to execute a loan agreement with A0592 Oxnard, L.P., a California limited partnership in the amount of \$1,916,880 for deferred impact fees related to the development of the Las Cortes Phase III affordable housing project (Agreement No. A-8226).
2. That the Housing Authority Board of Commissioners adopt **Resolution No. 1317** approving an amendment to the Public and Indian Housing Information Center (PIC) Application DDA0001989 at Colonia Village, CA031001 to allow for a decrease the number of units developed in Phase III of Las Cortes and an increase in the number of units developed in Phase IV.

The Housing Director gave a report. Public comments were received from Lawrence Stein and Barbara Macri-Ortiz. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Andrade, Basua, Flynn, Lopez, MacDonald, Perello, and Ramirez voted in favor; Madrigal abstained, due to a potential real estate conflict of interest. The motion carried 7-0-1.

D. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Lawrence Stein (affordable housing, Proposition 218), Sandi Henderson (the importance of wearing face masks), Peggy Rivera (homeless shelter placement), Irma Lopez (homeless shelter placement), Greg Runyon (urged protesters to remain peaceful), Guadalupe Murillo (homeless shelter placement), Rick Castaniero (homeless shelter placement), and Armando Delgado (project labor agreements). Written comments were received from John Jay (illegal fireworks), Robert Gray (illegal fireworks), Rob Marion (recent downtown protests), and Sandi Henderson (face masks).

E. 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 gave a report. Discussion ensued among the Council and staff. No formal action was required.

The City Manager also made announcements on the 2020 Census and the postponed Insect Festival, and reported on attending recent protests and events surrounding the Black Lives Matter movement. Brief discussion ensued on resuming street sweeping now that some of the COVID-19 stay-home orders have been lifted.

F. CITY COUNCIL REPORTS

Councilmember Lopez commented on recent Black Lives Matter demonstrations, and requested the Council consider a resolution at a future meeting denouncing police brutality and declaring racism a public health emergency.

Councilmember Perello reported on the recent event “The Talk” and commented on accountability, the importance of wearing facemasks, the reopening of city parks, and later on illegal fireworks.

Mayor Pro Tem Ramirez congratulated the Fire Chief on his upcoming retirement after 30 years of service to the city. She commented on the CARES Act rental assistance and small business assistance programs, the importance of wearing face coverings and contact tracing to slow the spread of COVID-19, “The Talk” virtual town hall and historical injustices, project labor agreements, and recent Supreme Court cases on gay rights and DACA.

Councilmember Madrigal commented on slowing the spread of COVID-19 and upcoming new guidelines from the State on the use of facemasks.

Mayor Flynn encouraged conversations on racial equality and commented on “The Talk” virtual town hall. He commented on slowing the spread of COVID-19, and suggested reactivating Neighborhood Watch programs to reduce illegal fireworks activity.

G. REVIEW OF INFORMATION/CONSENT AGENDA

Item I-4 were discussed among the Council and staff.

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA (None received.)

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the June 2, 2020 regular meeting as presented.

Community Development Department

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

RECOMMENDATION: That 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. (Housing and Economic Development Committee approved 3-0)

3. SUBJECT: Adoption of Ordinance No. 2981 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.
RECOMMENDATION: That the City Council adopt **Ordinance No. 2981** (read by title only, waiving further reading) approving 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.

Finance Department

4. 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.

Fire Department

5. SUBJECT: Authorization to Accept the Regional Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) for Air Purification Respirators.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,347** authorizing:
1. The City Manager to accept a grant award from Ventura County Fire Department as a subrecipient of the regional FEMA Assistance to Firefighters Grant (AFG) for air purification respirators (APR);
2. The Chief Financial Officer or designee to submit financial reports and grant claims, and perform all other required financial actions; and
3. The Fire Chief or designee to submit non-financial reports, and
4. The City Council approve a budget appropriation recognizing and appropriating \$10,743 in Federal grant funds (Homeland Security Grant - Fund 238-2221) and \$1,074 in General Fund match (from Account 101-2201-802.81-04).

Public Works Department

6. SUBJECT: Rental Agreement A-8221 with Amrep for Rental of Refuse Collection Trucks for the Environmental Resources Division.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Rental Agreement A-8221 with Amrep U.S.A., Inc. (Amrep) for a total amount not to exceed \$621,600 for the rental of refuse collection trucks through June 30, 2021. (Public Works and Transportation Committee approved 3-0)
7. SUBJECT: Special Tax Levy for Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange).
RECOMMENDATION: That the City Council adopt **Resolution No. 15,348** setting a special tax rate within Community Facilities District (CFD) No. 2000-3 (Oxnard

Boulevard/Highway 101 Interchange) for Fiscal Year 2020-21. (Public Works and Transportation Committee approved 3-0)

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

J. PUBLIC HEARINGS

Community Development Department

1. SUBJECT: Public Hearing and Election for the City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park).
RECOMMENDATION: That the City Council:
 1. Conduct a public hearing on the (a) formation of Community Facilities District No. 8 (Sakioka Farms Business Park), (b) levy of special taxes, and (c) designation of Future Annexation Area;
 2. Adopt **Resolution No. 15,349** determining the validity of prior proceedings, establishing City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park), authorizing the levy of a special tax within said District, and approving the designation of future annexation area;
 3. Adopt **Resolution No. 15,350** calling a special election;
 4. Hold election;
 5. Adopt **Resolution No. 15,351** canvassing the results of the election held within said District; and
 6. Approve the first reading of an Ordinance (by title only, waiving further reading) authorizing the levy of a special tax.

The City Clerk announced the affidavit of publication and stated that one written communication had been received. The Community Development Director gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Lawrence Stein. Written comments were received from Aaron Wedemeyer and Lawrence Stein. With no further requests to speak and 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 Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve recommendation #2 (the Resolution of Formation) as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

It was moved by Councilmember Perello, seconded by Councilmember Lopez, to approve recommendation #3 (Resolution calling a special election) as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

The City Clerk opened the one ballot received from property owner AMS Craig and announced that it was in favor of forming the District.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve recommendation #5 (Canvass of election results) as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Lopez, to approve recommendation #6 (Ordinance introduction) as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

2. SUBJECT: Sakioka Farms Business Park Tentative Tract Map, Road Naming, and Development Agreement Resulting in 129 Lots and 5 Roads on a 430 Acre Project Site, Located in the Sakioka Farms Business Park Specific Plan Area South of US 101, East of Rice Avenue, North of Latigo Avenue, and Coterminous with the City's Eastern Boundary. RECOMMENDATION: That the City Council:
 1. Conduct a public hearing;
 2. Find the Project is not subject to additional environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15168 (Consistency Evaluation);
 3. Adopt **Resolution No. 15,352** approving Planning and Zoning Permit Nos. 20-300-01 (Tentative Subdivision Map for Tract No. 5996) and 20-650-01 (Road Naming), subject to certain findings and conditions; and
 4. Introduce an Ordinance (by title only, waiving further reading) approving PZ Permit No. 20-670-01 (Development Agreement) the Development Agreement between the City of Oxnard, Sakioka Farms and AMS Craig, LLC, subject to certain findings.

The City Clerk announced the affidavit of publication and stated that one written communication had been received. The Community Development Director gave a report, specifying a 15-year term to the Development Agreement and recommending a modification to Condition 192 pertaining to the Gonzales Road/Rice Avenue interchange improvements.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Lawrence Stein and Nancy Lindholm. Craig Kaihara and Scott Uhles spoke on behalf of the applicant. Written comments were received from Lawrence Stein. With no further requests to speak and 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 Councilmember Perello, seconded by Councilmember Lopez, to approve the recommended action as recommended by staff. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

City Manager Department

3. SUBJECT: Public Hearing on the Fiscal Year 2020-21 Operating Budget. RECOMMENDATION: That the City Council and Housing Authority Board conduct a public hearing on the Fiscal Year 2020-21 proposed budget for the City of Oxnard and Oxnard Housing Authority and provide staff direction regarding any adjustments to the proposed budget, in preparation for final budget adoption on June 30, 2020.

The City Clerk announced the affidavit of publication and stated that six written communications had been received. The City Manager gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Jacob Juarez, Douglas Partello, Lawrence Stein, Ray Blattel, Andres Garcia, and Michael Mercurio. Written comments were received from Antonio Ramirez, Kaitlin Haley, Lawrence Stein, and Aurora Carcamo.

With no further requests to speak and without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff. No formal action was required.

(As it was after 10:00 p.m., the City Council voted unanimously for the remaining agenda items to be heard.)

Housing Department

4. SUBJECT: 2020-2024 Ventura County Regional Consolidated Plan, 2020 Ventura County Analysis of Impediments to Fair Housing Choice, and 2020 Annual Action Plan.
RECOMMENDATION: That the City Council:
 1. Conduct a public hearing to receive comments from the public relating to the following drafts of documents to be submitted to the United States Department of Housing and Urban Development, Office of Community Planning and Development;
 - a. 2020-2024 Ventura County Regional Consolidated Plan,
 - b. 2020 Ventura County Analysis of Impediments to Fair Housing Choice, and
 - c. Plan Year 2020 Annual Action Plan;
 2. Approve the 2020-2024 Ventura County Regional Consolidated Plan and the 2020 Ventura County Analysis of Impediments to Fair Housing Choice, and direct staff to forward documents to Ventura County Executive Office;
 3. Approve the 2020 Annual Action Plan with funding recommendations of select activities that conform with City of Oxnard consolidated plan goals as defined in the Ventura County Regional Consolidated Plan for the three entitlement grants, Community Development Block Grant, Home Investments Partnership grant and the Emergency Solutions Grant, as prescribed;
 4. Authorize the City Manager to incorporate any recommended changes resulting from public input to the Annual Action Plan, Ventura County Regional Consolidated Plan and the Ventura County Analysis of Impediments to Fair Housing Choice as directed by the City Council, including amending any budget appropriations approved by the City Council;
 5. Authorize the City Manager to execute the required applications, certifications, and other pertinent documents for the submission of the Regional Consolidated Plan and Annual Action Plan to the United States Department of Housing and Urban Development; and
 6. Authorize the City Manager to execute HUD agreements and sign all agreements for the implementation of the Regional Consolidated Plan and Annual Action Plan including sub-recipients, interdepartmental, and intradepartmental agreements.

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

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Lawrence Stein and Barbara Macri-Ortiz. With no further requests to speak and

without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

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

K. REPORTS

Housing Department

1. SUBJECT: Conditional Approval of HOME Program Funding for Cabrillo Economic Development Corporation for the Etting Road Affordable Housing Development.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,353** granting conditional approval to the Oxnard Housing Department to provide gap financing to Cabrillo Economic Development Corporation in the amount of \$1,000,000 using federal HOME Investments Partnership Program funds for construction of a multi-family affordable housing development project, known as the Etting Road Apartments, consisting of forty-one affordable rental units and one manager's unit.

The Housing Director gave a report. Public comments were received from Barbara Macri-Ortiz. Discussion ensued among the Council and staff.

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

L. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 11:50 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.2

DATE: June 30, 2020

TO: City Council

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).

RECOMMENDATION

That the City Council:

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.
- (Reviewed by the Housing and Economic Development Committee on June 23, 2020)

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.

COMMITTEE OUTCOME

At the time this Council agenda was published (June 18, 2020), the Housing and Economic Development Committee had not yet considered the item, as it was placed on its June 23, 2020 agenda. At the Council's June 30, 2020 meeting, a memo will be provided explaining the outcome of the Housing and Economic Development Committee's discussion.

Prepared by: Jeffrey Lambert, Community Development Director

ATTACHMENTS

1. 4th Amendment and original Agreement No. 4192-07-CD with Amendments
2. ODMD Assessment Resolution
3. Oxnard Downtown Management District Assessment Roll
4. District Boundary Map

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, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

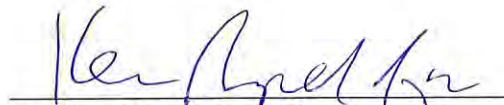
 6/11/20
Vince Behrens, Board Chair² _____ Date _____

ATTEST:

Michelle Ascencion, City Clerk

Date

APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney

6/11/20

Date

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

² The City requires the following for any contract:

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

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

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 1st 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 30th 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 1st, 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 30th, 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

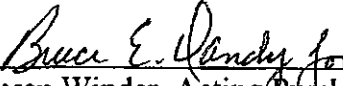
- 11.1. Assignment. ODMD INC. agrees that this Agreement contemplates personal performance by ODMD INC. and is based upon a determination of ODMD INC.'s personnel's unique competence, experience, and specialized personal knowledge. Neither this Agreement, nor any interest herein, shall be assigned by 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.

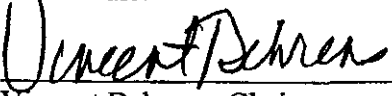
- 11.6. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. This Agreement may only be modified in writing signed by both parties.
- 11.7. Governing Law. This Agreement shall be governed by the laws of the State of California.
- 11.8. 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.

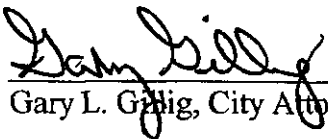
CITY OF OXNARD


Susan Winder, Acting Purchasing Agent

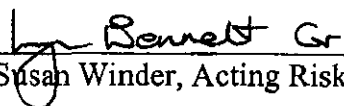
Oxnard Downtown Management
District Inc.


Vincent Behrens, Chairman

APPROVED AS TO FORM:

 07-17-07
Gary L. Gellig, City Attorney

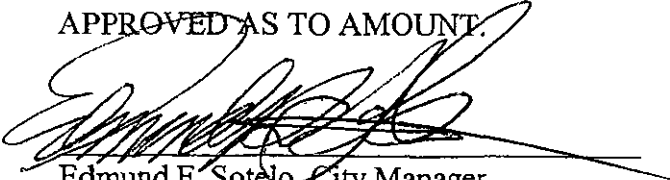
APPROVED AS TO INSURANCE:

 7/17/07
Susan Winder, Acting Risk Manager

APPROVED AS TO CONTENT:


Curtis P. Cannon, Community Development Director

APPROVED AS TO AMOUNT:


Edmund F. Sotelo, City Manager

ACORD CERTIFICATE OF LIABILITY INSURANCE

06/03/2007

PRODUCER (805)483-2477 Laubacher Insurance Agency Calif. Lic. #0593569 P.O. Box 31 Oxnard, CA 93032	FAX (805)483-8254	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.
INSURED Oxnard Downtown Management District, Inc. 326 South B Street Oxnard, CA 93030	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	NC579008	08/08/2006	08/08/2007	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 1,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMPROP AGG \$ Included
B	AUTOMOBILE LIABILITY	03269768-1	10/20/2006	10/20/2007	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☒ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☒ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	YES, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
	OTHER				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 City of Oxnard Attn: Risk Manager 300 W. Third Street, #302 Oxnard, CA 93030	CANCELLATION 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
--	---

ACORD 25 (2001/08)

©ACORD CORPORATION 1988

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
02-28-2007/02-28-2008CITY OF OXNARD
RISK MANAGEMENT
300 W 3RD ST STE 302
OXNARD CA 93030-5798

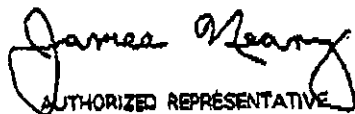
SL

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 #2085 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
Its 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.

CG 20 10 1 85 Copyright, Insurance Services Office, Inc., 1982

CCO/10600-30in:common/forms.addinsurgeneral.doc

(rev 2/05)

Agreement No. 4192-07-CD

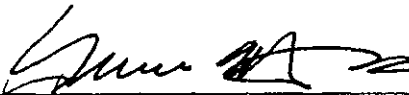
FIRST AMENDMENT TO AGREEMENT FOR SERVICES

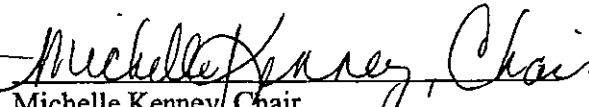
This First Amendment ("First Amendment") to the Agreement for Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 28th day of June, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and the Oxnard Downtown Management District, Inc., 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

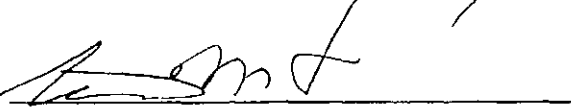
OXNARD DOWNTOWN MANAGEMENT
DISTRICT, INC.

 Dr. Thomas E. Holden, Mayor


 Michelle Kenney, Chair

ATTEST:


 Daniel Martinez, City Clerk

APPROVED AS TO FORM:


 Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:


 James Cameron, Risk Manager

APPROVED AS TO CONTENT:


 Curtis P. Cannon, Project Manager

APPROVED AS TO AMOUNT:


 Edmund F. Sotelo, City Manager

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

Agreement No. 4192-07-CD

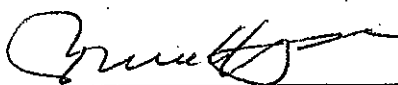
SECOND AMENDMENT TO AGREEMENT FOR SERVICES

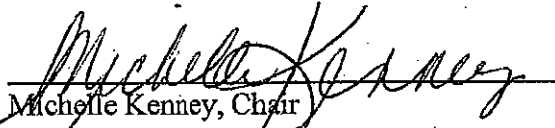
This Second Amendment ("Second Amendment") to the Agreement for Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 13th day of December, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and the Oxnard Downtown Management District, 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:

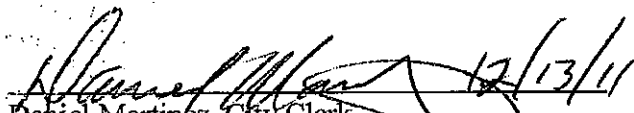
1. In section 1.1 of the Agreement, the date "December 31, 2011" is deleted and replaced by the date "December 31, 2014."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

OXNARD DOWNTOWN MANAGEMENT
DISTRICT, INC.

 Dr. Thomas E. Holden, Mayor


 Michelle Kenney, Chair

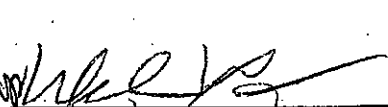
ATTEST:


 Daniel Martinez, City Clerk

APPROVED AS TO FORM:


 Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:


 James Cameron, Risk Manager

APPROVED AS TO CONTENT:


 Kimberly Horner, Project Manager

APPROVED AS TO AMOUNT:


 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.

A handwritten signature in cursive script that reads "James Neary".
Authorized RepresentativeA handwritten signature in cursive script that reads "Thomas Elone".
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 OR STE 301
OXNARD CA 93038

SL

Agreement No. 4192-07-CD

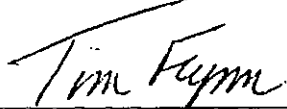
THIRD AMENDMENT TO AGREEMENT FOR SERVICES

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.

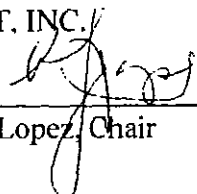
City and ODMD INC. agree as follows:

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.

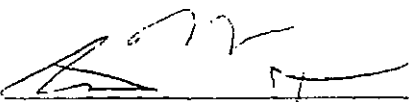
CITY OF OXNARD


 Tim Flynn, Mayor

OXNARD DOWNTOWN MANAGEMENT
DISTRICT, INC.


 Armando Lopez, Chair

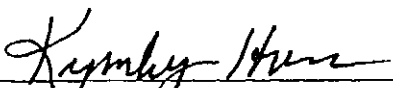
APPROVED AS TO FORM:

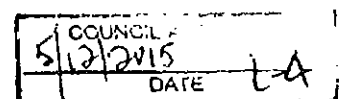

 Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:


 Risk Manager

APPROVED AS TO CONTENT:


 Kimberly Horner, Project 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 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.

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**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

Kent R. LaRue

AUTHORIZED REPRESENTATIVE

Vernon Steiner

PRESIDENT AND CEO

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

EXHIBIT A
OXNARD DOWNTOWN MANAGEMENT DISTRICT
2020-21 ASSESSMENT ROLL

ITEM #K-2

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

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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

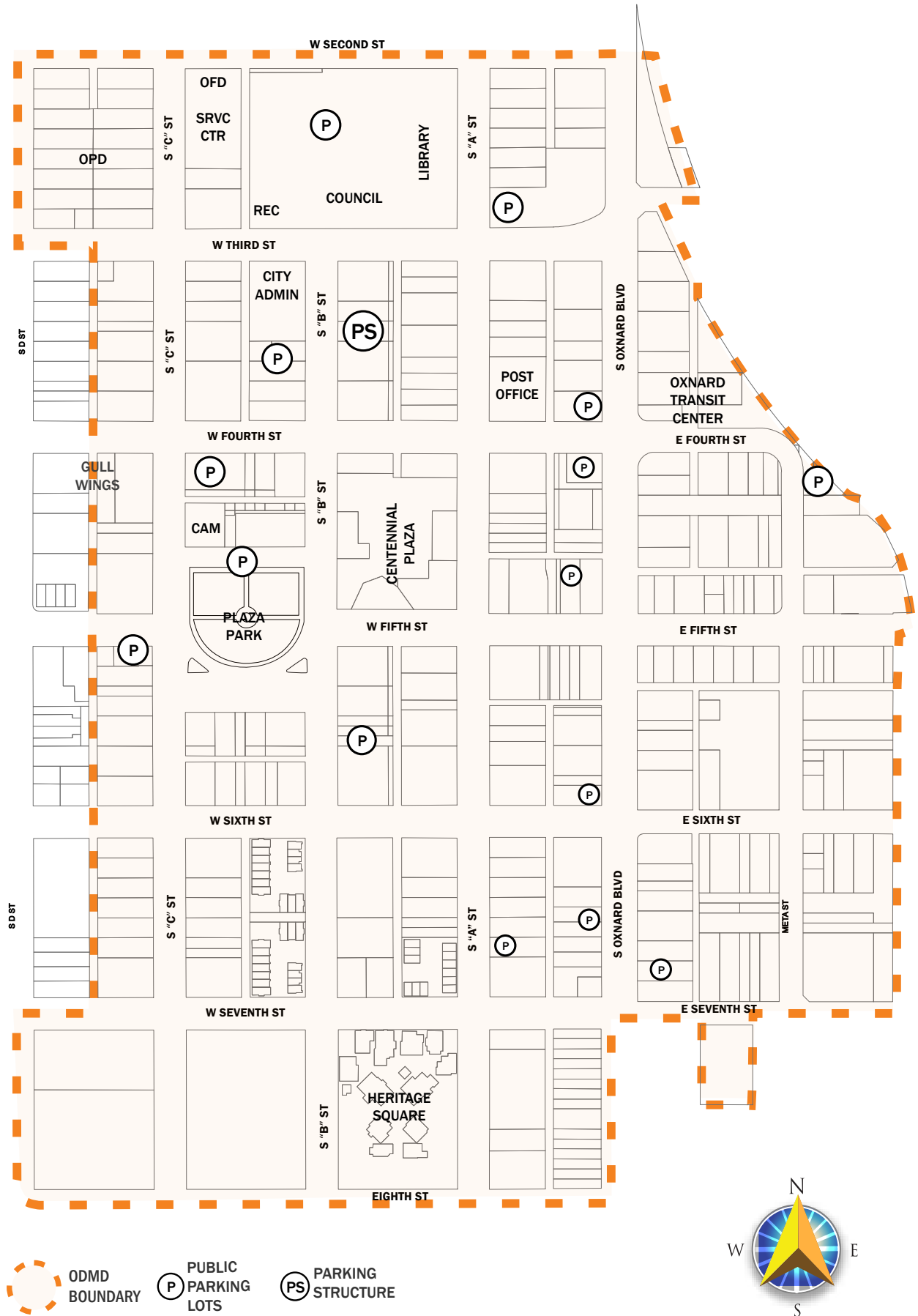
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2020141185	\$61.00
2020141195	\$61.00
2020141205	\$61.00
2020141215	\$61.00
2020141225	\$61.00
2020141235	\$61.00
2020141245	\$61.00
2020141255	\$61.00
2020141265	\$61.00
2020141275	\$61.00
2020141285	\$61.00
2020141295	\$61.00
2020141305	\$61.00
2020141315	\$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





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

DATE: June 30, 2020

TO: City Council

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

SUBJECT: Adoption of Ordinance No. 2982 Formation of Community Facilities District No. 8 (Sakioka Farms).

RECOMMENDATION

That the City Council adopts Ordinance No. 2982 (read by title only, waiving further reading) approving the formation of Community Facilities District No. 8 (Sakioka Farms).

BACKGROUND

Ordinance No. 2982 was introduced to the Council at its June 16, 2020 meeting. Following a public hearing, the Council approved with a 7-0 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 30, 2020 the ordinance will take effect in thirty days, on July 30, 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.

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.

FINANCIAL IMPACT

There is no financial impact. The cost of the CFD formation was paid for by the project applicant and ongoing CFD expenses will be funded by the effected properties through the annual assessment.

COMMITTEE OUTCOME

This item did not originate in Committee. The City Council initiated this CFD formation on March 17, 2020.

Prepared by: Jeffrey Lambert, Community Development Director

ATTACHMENTS

1. CFD No. 8 Ordinance

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. 2982

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
OXNARD, CALIFORNIA, ACTING AS THE LEGISLATIVE
BODY OF THE CITY OF OXNARD COMMUNITY
FACILITIES DISTRICT NO. 8 (SAKIOKA FARMS BUSINESS
PARK), AUTHORIZING THE LEVY OF A SPECIAL TAX

WHEREAS, the City Council (the “City Council”) of the City of Oxnard (the “City”) has heretofore adopted Resolution No. 15,326 (“Resolution of Intention”) stating its intention to form the City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park) (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the “Act”), to finance certain public services, including fire protection services (the “Fire Protection Services”), and, but only if such services are not funded and provided through private parties or organizations, the maintenance of landscaping within public rights of way, the maintenance of drainage facilities, including the water quality components of the drainage facilities, and weed control related to development of the Property (“Contingent Services,” and together with the Fire Protection Services, the “Services”), and to designate certain other property as future annexation area for the District; and

WHEREAS, notice was published as required by law relative to the intention of the City Council to form the District and designate property as future annexation area; and

WHEREAS, on June 16, 2020, the City Council held a noticed public hearing as required by law relative to the determination to proceed with the formation of the District and the rate and method of apportion and manner of collection of the special tax (the “Special Tax”) to be levied within the District to pay for the Services; and

WHEREAS, at said public hearing all persons desiring to be heard on all matters pertaining to the formation of the District, the levy of the Special Tax and the designation of future annexation area of the District, were heard and a full and fair hearing was held; and

WHEREAS, the City Council subsequent to said public hearing adopted Resolution No. 15,349 (the “Resolution of Formation”) determining the validity of prior proceedings, established the District and approved the designation of future annexation area for the District; and

WHEREAS, the City Council subsequent to said public hearing adopted Resolution No. 15,350 which called an election within the District for June 16, 2020 on the proposition of levying the Special Tax within the District and setting an appropriations limit; and

Ordinance No. 2982
Page 2

WHEREAS, on June 16, 2020, an election was held within the District in which the eligible electors approved by more than two-thirds vote the proposition of levying the Special Tax, and setting an appropriations limit.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING AS THE LEGISLATIVE BODY OF THE CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. 8 (SAKIOKA FARMS BUSINESS PARK), DOES ORDAIN AS FOLLOWS:

PART 1. A special tax (the “Special Tax”) is hereby levied within the boundaries of the District, and on any parcels within future annexations to the District upon the unanimous consent of the owners of such parcels, pursuant to the formula set forth in Exhibit “A” attached to the Resolution of Formation, and incorporated herein by reference, or as such special tax may be modified or amended from time to time by a resolution of change or annexation adopted pursuant to the provisions of the Act (the “RMA”), in an amount necessary to finance all or a portion of the cost of providing the Services that are in addition to those provided in the territory within the District prior to the formation of, or annexation to, the District, periodic costs, and costs of the tax levy and collection, as provided in the RMA.

PART 2. The Finance Director is hereby further authorized as provided in section 53340 of the Act on or before June 30 of each year to determine the specific special tax rate and amount to be levied for the next fiscal year in accordance with the RMA and to prepare or cause to be prepared a list of all nonexempt parcels within the District and the specific amount of the special tax for each parcel, except that the special tax rate to be levied shall not exceed the maximum rates contained in the RMA.

PART 3. All of the collections of the special tax shall be used as provided for in the Act and the Resolution of Formation and any resolution of change or annexation adopted from time to time by the City Council.

PART 4. The above authorized 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 and provided for *ad valorem* taxes; provided, however, that the District may collect the special tax at a different time or in a different manner if necessary to meet its financial obligations.

PART 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance, or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

PART 6. 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 this Ordinance was posted in the office of the City Clerk a minimum of five days before the City Council’s adoption of this Ordinance.

Ordinance No. 2982
Page 3

PART 7. The Mayor shall sign this ordinance and the City Clerk shall attest to such signature. Within fifteen days after passage, the City Clerk shall cause the title and summary or text of this Ordinance, together with the vote thereon, to be published one time in a newspaper of general circulation published and circulated within the territorial jurisdiction of the City, and to post at the main office of the City a certified copy of the full text of the adopted Ordinance along with the names of the Council Members voting for and against the Ordinance.

PART 8. This Ordinance relating to the levy of the special tax takes effect and shall be in force immediately after the date of final passage. A copy of this Ordinance shall be transmitted to the Assessor and the Treasurer-Tax Collector of Ventura County.

PART 9. Ordinance No. 2982 was first read on June 16, 2020, and finally adopted on June 30, 2020 and became effective immediately pursuant to Government Code Section 36937(a).

AYES:

NOES:

ABSTAIN:

ABSENT:

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. K.4**

DATE: June 30, 2020

TO: City Council

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

SUBJECT: Adoption of Ordinance No. 2983 (by title only, waiving further reading) approving PZ Permit No. 20-670-01 Development Agreement between the City of Oxnard, Sakioka Farms and AMS Craig, LLC, subject to certain findings.

RECOMMENDATION

That the City Council adopts Ordinance No. 2983 (read by title only, waiving further reading) approving PZ Permit No. 20-670-01 Development Agreement between the City of Oxnard, Sakioka Farms and AMS Craig, LLC, subject to certain findings.

BACKGROUND

Ordinance No. 2983 was introduced to the Council at its June 16, 2020 meeting. Following a public hearing, the Council approved with a 7-0 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 30, 2020 the ordinance will take effect in thirty days, on July 30, 2020.

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.

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.

Objective 2d. Public safety will collaborate with the business community to promote an environment that supports economic development.

Goal 3. Enhance business retention and attraction.

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

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.

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objective 5a. Develop and implement a sustainability program.

FINANCIAL IMPACT

The project will be required to pay impact fees for wastewater, water system, water service and meter, storm drain, traffic (City and County), growth capital, public art, and General Plan maintenance, connection, Development Agreement fees, Mitigation Measure fees, and/or impact fees. When completed, the Specific Plan area allows for 8.5 million square feet of buildings which will directly increase property taxes to the City and indirectly increase taxes paid by sales tax.

City staff analyzed the number of jobs which may be created at full buildout of the Specific Plan area, too, utilizing a 2001 SCAG Employment Density Study prepared by the Natelson Company. Using data specific to Ventura County, staff conservatively estimates a low range of 5,300-5,500 and a top range of approximately 8,400-8,700 jobs that could be created.

COMMITTEE OUTCOME

This item was heard by the Planning Commission; therefore, it did not originate in Committee.

Prepared by: Scott Kolwitz, Planning Manager

ATTACHMENTS

1. Development Agreement Ordinance

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2983

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING (PZ) PERMIT NO. 20-670-01 (DEVELOPMENT AGREEMENT) BETWEEN THE CITY OF OXNARD, SAKIOKA FARMS AND AMS CRAIG, LLC TO PROVIDE FOR THE ORDERLY DEVELOPMENT OF THE SAKIOKA FARMS BUSINESS PARK SPECIFIC PLAN AREA. LOCATED IN THE SAKIOKA FARMS BUSINESS PARK SPECIFIC PLAN AREA SOUTH OF US 101, EAST OF RICE AVENUE, NORTH OF LATIGO AVENUE, AND COTERMINOUS WITH THE CITY'S EASTERN BOUNDARY (APNs 216-0-030-105, 216-0-030-145, 216-0-030-155, 216-0-030-075). FILED BY SCOTT UHLES, DELANE ENGINEERING, INC., 400 WEST VENTURA BOULEVARD, SUITE 265, CAMARILLO, CA 93010.

WHEREAS, the Sakioka Farms Business Park Specific Plan (Specific Plan) was adopted on June 12, 2012, to provide a development concept for a large master industrial and business park complex within the City boundaries, providing land use flexibility, master planning for public infrastructure including new public rights of way, and land use vision for distinct clusters of activities and provisions for design guidelines and development regulations; and

WHEREAS the Specific Plan establishes the planning concept, design theme, development regulations and administrative procedures necessary to achieve orderly development of the project area; and

WHEREAS on June 12, 2012, the City Council certified an Environmental Impact Report (EIR), an Adaptive Management Mitigation Monitoring and Reporting Program, and adopted a Statement of Overriding Consideration for the Specific Plan pursuant to the California Environmental Quality Act (CEQA), and the Notice of Determination for the EIR was filed with the State on June 18, 2012; and

WHEREAS the Specific Plan EIR concludes that the Specific Plan would have significant and unavoidable cumulative impacts related to Agricultural Resources, Greenhouse Gas (GHG) emissions, and roadway Noise (City of Oxnard 2011b), and also concludes that the Specific Plan would have less than significant impacts after mitigation with respect to Air Quality, Biological Resources, Hazards and Hazardous Materials, Population and Housing, Public Services, and Transportation, and a less than significant impact with respect to the remaining resources; and

WHEREAS, Sakioka Farms and AMS Craig, LLC owns the 430 acre parcel located in the Sakioka Farms Business Park Specific Plan Area south of US 101, east of Rice Avenue, north of Latigo Avenue, and coterminous with the City's eastern boundary, for the identified parcels APNs 216-0-030-105, 216-0-030-145, 216-0-030-155, and 216-0-030-075); and

Ordinance No. 2983

[Development Agreement]

June 30, 2020

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WHEREAS, Delane Engineering (the “**Applicant**”) on behalf of Sakioka Farms and AMS Craig, LLC began processing an entitlement with the City of Oxnard on October 7, 2019, for a Tentative Tract Map (initially identified as PZ 18-300-08). The PZ number was subsequently reassigned when the Applicant filed entitlement applications with the City of Oxnard on March 30, 2020 for a Development Agreement (PZ 20-670-01), Tentative Tract Map (PZ 20-300-01), and Road Naming (PZ No. 20-650-01); and

WHEREAS, the Development Agreement does not result in any physical modification to the environment. The Development Agreement will benefit the Developer and the City by eliminating uncertainty in planning and providing for the orderly development of the Specific Plan under the Tentative Tract Map. The Development Agreement would provide the following certainties and benefits:

- (a) Provide for public services and infrastructure appropriate and adequate for the development of the Property, per the 2012 Sakioka Farms Business Park Specific Plan,
- (b) Create a Community Facilities District, which provides permanent funding for additional firefighters for Fire Station No. 5,
- (c) Provide for the dedication of land for the future Del Norte/101 Interchange and the extension of Gonzales Road,
- (d) Provide for the conveyance of groundwater rights to the City, and
- (e) Serve the public interest within the City and surrounding region by providing new economic opportunity and potential job creation.

WHEREAS, an approved Development Agreement between the City, Sakioka Farms and AMS Craig, LLC will provide terms regarding vested rights, financial requirements, and establishes the length of the permit entitlements, with operative provisions:

- (a) The Development Agreement is to remain in effect for a term of 15 years,
- (b) The establishment of a Communities Facilities District that would continue in full force and effect for a period of 50 years from the termination or expiration of the DA provided that a minimum of 1.5 million square feet of development remains on the Property or any portion thereof,
- (c) Developer would have the vested right to develop the Project on the Property in accordance with the Specific Plan,
- (d) Existing fee increases are limited to five years from January 1, 2022 or when the existing fees are increased, whichever occurs first,
- (e) The Developer would be entitled to utilize fee credits that may be transferred by the Developer to buyer or ground lessees of any portion of the Project,
- (f) The Developer would be entitled to apply Northeast Industrial Assessment District in-lieu credits for water, sewer, and street fees,
- (g) Development impact fees would be paid with the issuance of building permits,
- (h) The Developer would comply with the performance criteria set forth in the 2002 Technical Guidance Manual for Storm Water Quality Control Measures for the installation of the detention basin and any other storm water discharge mitigation measures within the Specific Plan area,

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- (i) The City will support an expedited processing timeframe for development in the Specific Plan area, and
- (j) The term of any subdivision map or other permits approved as part of the Project approvals shall be commensurate with the term of the DA.

WHEREAS, on November 13, 2019 and April 1, 2020 said Tentative Tract Map was referred to various public utility companies, City departments and the Development Advisory Committee (DAC) for technical review; and

WHEREAS, the Project has been reviewed by the DAC, and the DAC has prepared conditions of approval that are incorporated herein; and

WHEREAS on March 17, 2020, the City Council directed staff to negotiate a Development Agreement with Sakioka Farms and AMS Craig, LLC in relation to the subdivision of the Specific Plan Area; and

WHEREAS on May 5, 2020, the City Council adopted a Resolution No. 15,326 declaring the intent to establish Community Facilities District No. 8 (Sakioka Farms Business Park), to authorize the levy of a special tax and designate certain property for future annexation to the district to finance certain public services, including fire protection services, and if not funded by private property owners, contingent services for maintenance of landscaping within public rights-of-way, drainage facilities, and weed control related to development of the Property; and

WHEREAS, on May 5, 2020, the City's Road Naming Committee reviewed the suggested street names, and provided several alternate names that meet the requirements related to emergency dispatch and applicable translations and pronunciation for Spanish speakers. The proposed names also include a suffix (Drive, Circle, Road, Place) which meets the technical requirements related to road naming. The selected names are:

<u>Site Plan Label</u>	<u>Street Name</u>	<u>Theme</u>
A Street	Sakioka Drive	Historic Landowner Name
B Street	Gravity Circle	Science-Technology
C Street	Synergy Circle	Science-Technology
D Street	Gonzales Road	Continuation Street
E Street	Biology Place	Science-Technology

WHEREAS the general concept and scope of the Project was envisioned in the adopted Specific Plan and studied in the 2012 Specific Plan EIR, the City is able to determine, per CEQA Guidelines Section 15168(c)(2), that the Project is consistent with the previous analysis and findings of the 2012 Specific Plan EIR, and conducted a CEQA Consistency Evaluation that finds the Project is consistent with the 2012 Specific Plan EIR, and no additional studies are necessary; and

WHEREAS the Consistency Evaluation includes additional information to address GHG Emissions per current regulatory standards, and supplies adaptive replacement mitigations related to Fire Service and Water Usage that provide equivalent or improved

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measures to what was approved in 2012, and do not change the findings of either the original CEQA document or the Consistency Evaluation; and

WHEREAS, on May 21, 2020, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for a Development Agreement (PZ 20-670-01) in accordance with Chapter 16-575 of the Oxnard City Code; and

WHEREAS, the Planning Commission found, after due study, deliberation and a duly noticed public hearing on May 21, 2020, and received and reviewed written and oral comments, presented by staff and the Applicant with a series of questions, and that the project meets the criteria set out in California Government Code 65864 through 65869.5; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the Planning Commission conducted an analysis to ensure consistency with the 2012 Specific Plan EIR and found that the Project is consistent with the analysis and mitigations; and

WHEREAS, the Planning Commission found that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work or visit this subdivision in particular; and

WHEREAS, on May 21, 2020, the Planning Commission of the City of Oxnard hereby recommended the City Council approve the Development Agreement retaining a 15-year term for the developer to exercise their vested rights instead of a 20-year term as requested by the developer, based on these findings of fact; and

WHEREAS, the City Council finds, after due study, deliberation and a duly noticed public hearing on June 16, 2020, and received and reviewed written and oral comments, presented by staff and the Applicant with a series of questions, and that the project meets the criteria set out in California Government Code 65864-65869.5.

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

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into the operative provisions of this Ordinance.

SECTION 2. The project is within a Specific Plan area for which the City of Oxnard prepared the Environmental Impact Report (EIR), an Adaptive Management Mitigation Monitoring and Reporting Program, and a Statement of Overriding Consideration for the Specific Plan pursuant to the California Environmental Quality Act (CEQA). The Planning Commission, in compliance with CEQA Guidelines, finds that the proposed project is not subject to additional environmental review pursuant to Sections §15168 and §15162 of the CEQA Guidelines. Pursuant to CEQA Guidelines §15168(c)(4)-(5) and (e), and as demonstrated by the substantial evidence contained in the Consistency Evaluation and the associated administrative record, the City Council finds that the Consistency Evaluation found that the proposed projects are activities covered by and within the scope of the program approved by the 2012 Specific Plan

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EIR, the Specific Plan EIR adequately describes the project for purposes of CEQA, and further environmental documentation is not required.

In accordance with CEQA Guidelines §15168 and §15162, the City Council finds that the project would not have effects that were not examined in the Specific Plan EIR because:

- i. No substantial changes are proposed in the project and there are no substantial changes in the circumstances under which the project will be undertaken, that will require major revisions to the Specific Plan EIR, due to the involvement of significant new environmental effects or a substantial increase in the severity of previously identified significant effects. Also, there is no new information of substantial importance as that term is used in CEQA Guidelines §15162(a)(3).
- ii. The project proponent does not refuse to implement any mitigation measures that were previously infeasible but are now feasible, or any other mitigation measures, including mitigation measures considerably different from those in the Specific Plan EIR, that would be necessary to substantially reduce significant environmental impacts.
- iii. The project proponent is required to comply with the applicable mitigation measures and regulatory programs identified in the Specific Plan EIR and the Adaptive Management Mitigation Monitoring and Reporting Program (May 2020).

SECTION 3. The Consistency Evaluation identifies several adaptive replacement mitigation measures. These adaptive replacement mitigation measures provide equivalent or improved measures to what was approved in 2012, and do not change the findings of the original Specific Plan EIR. The rationale for the Adaptive Replacement Mitigation Measures is as follows:

The 2012 Specific Plan EIR calls for a dedication of 1.5 acres of land for a Fire station near Rice Avenue and the easterly extension of Gonzales Road to address the new development anticipated by the subdivision for the area. As city policy has progressed and with improved technology to aid response times, the adaptive replacement mitigation more accurately addresses the need for fire services by providing funding for additional fire personnel instead of dedicated land for an additional fire station.

The 2012 Specific Plan EIR calls for inclusion of recycled water in any project in the Specific Plan Area. In 1999, the City created the multi-faceted Groundwater Recovery And Enhancement Treatment (GREAT) program to improve water sustainability. The GREAT program addresses multiple sources of reducing water demand and means of replenishing the local aquifer. The adaptive replacement mitigation N-1, N-2, N-12 and N-13, require Developer participation in the GREAT program, dedication of water rights, and purchase of City water as more effective sustainability measures than mitigations requiring a recycled water program.

The City Council finds the City policies and adaptive mitigation measures are not considerably different from those in the Specific Plan EIR and would not substantially reduce one or more

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significant effect on the environment as in accordance with CEQA Guidelines §15162(a)(3)(D).

SECTION 4. The City Council finds:

Finding 1: The Development Agreement enables development which is consistent with the following select goals and objectives of the City's General Plan (the City Council Staff Report of June 16, 2020, and associated attachments, which includes the Planning Commission Staff Report Attachment E that contains a comprehensive General Plan Consistency Analysis).

2030 General Plan		Level I	Level II	Rationale
Policy CD-1.10	<i>Jobs-Housing Balance</i> Consider the effects of land use proposals and decisions on efforts to maintain an appropriate jobs-housing balance ratio.	X		The buildout of the Project area was included in a Vacant Land Study conducted in 2008. The 2005 Oxnard jobs-housing balance (JHB) was 1.19 jobs per household. Between 2005 and 2035, the 2008 Vacant Land Study estimated that Oxnard would add about 11,500 households and 37,850 jobs resulting in a 2035 JHB of 1.13, still within the acceptable JHB range (1.10 - 1.34 jobs per household).
Policy CD-5.1	<i>Industrial Clustering</i> Encourage the clustering of industrial uses into areas that have common needs and are compatible in order to maximize their efficiency.	X		The Project area is a 430-acre area that would develop up to 8.5 million square feet of commercial, business research, and light industrial uses. Municipal services are available to serve the development. The project site has access to both the freeway / road and rail infrastructure to handle goods movement without dividing existing neighborhoods. New roads are designed to support multi-modal transportation options. The project addresses the Specific Plan EIR mitigations to install traffic improvements.
Policy CD-5.3	<i>Available Services</i> Encourage industrial activities to locate where municipal services are available including adequate storm drainage and water facilities, as well as easy access to multiple modes of transportation..	X		
Policy CD-5.5	<i>"Green" Major Transportation Routes</i> Guide industrial development to locate near transportation facilities capable of handling goods movements in an efficient manner	X		

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	without decreasing the level of service on the transportation network or dividing existing neighborhoods.			
Policy CD-8.5	Impact Mitigation Ensure that new development avoids or mitigates impacts on air quality, traffic congestion, noise, and environmental resources to the maximum extent feasible.	X		Per CEQA Guidelines Section 15168(c)(2), the 2020 CEQA Consistency Evaluation finds the project is consistent with the previous analysis and findings of the 2012 Specific Plan EIR.
Policy CD-16.5	Industrial and Commercial Development Standards Require high quality development standards that increase the efficient use of existing industrial and commercial development areas so as to preserve agricultural land and minimize adverse environmental impacts.	X		The Project is bound to follow the Sakioka Farms Business Park Specific Plan which includes architectural and landscape standards suitable for industrial and commercial development.
Policy ICS-1.2	Development Impacts to Existing Infrastructure Review development proposals for their impacts on infrastructure (i.e., sewer, water, fire stations, libraries, streets) and require appropriate mitigation measures to ensure that proposed developments do not create substantial adverse impacts on existing infrastructure and that the necessary infrastructure will be in place to support the development.	X		Project Includes development of new public infrastructure. The project, and any future projects on the site will pay a range of required impact fees to the City, County, and school districts for various public facilities. The Specific plan addressed dedication of land for a fire station, and the Project includes a Development Agreement clause and adaptive replacement mitigation measure to provide permanent funding for three additional fire personnel.
Policy ICS-1.3	Funding for Public Facilities Continue to utilize developer fees, public facilities fees, and other methods (i.e., grant funding or assessment districts) to finance public facility design, construction, operation, and maintenance.		X	
Policy ICS-1.4	Infrastructure Conditions of Approval New development should not be approved unless: • The applicant demonstrates adequate public services and facilities are available; • Infrastructure improvements incorporate a range of feasible	X		

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	measures that can be implemented to reduce all public safety and/or environmental impacts associated with the construction, operation, or maintenance of any required improvement; • Infrastructure improvements are consistent with City infrastructure master plans; and • Require infrastructure expansion needed for future development to be self-funding so current residents do not subsidize infrastructure needed for future growth.			
Policy ICS-2.3	Connector Road(s) to Camarillo Feasibility Initiate a feasibility study for connecting Gonzales Road and/or Del Norte Boulevard eastward to Camarillo as an emergency route and as mitigation to offload traffic from State Highway 101 between the two cities.	X		The Project map has been designed to accommodate a future extension of Gonzales Road eastward to Camarillo.
Policy ICS-2.12	Gateway Enhancements Continue to enhance gateways (including but not limited to Ventura Road, Oxnard Boulevard, Vineyard Avenue, Rose Avenue, Rice Avenue, Del Norte Boulevard, Highway-101, Highway 1, Fifth Street, Channel Islands Boulevard, Pleasant Valley Road, Harbor Boulevard, Victoria Avenue and Hueneme Road).	X		The 30 ft. landscape setbacks along Del Norte Boulevard and Rice Avenue preserve existing views and vistas along Rice Avenue and Del Norte Boulevard, which are both designated as scenic corridors.
Policy ICS-3.1	CEQA Level of Service Threshold Require level of service “C” as the threshold of significance for intersections during environmental review.	X		Project Includes development of new public infrastructure. The project, and any future projects on the site will construct traffic improvements and / or pay impact fees to the City for various traffic improvements.
Policy ICS-3.3	New Development Level of Service C Determine as part of the development review and approval process that intersections associated with new development operate at a level of service of “C” or better. The City Council may allow an exception to level of service “D” in order to avoid	X		

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	impacting private homes and/or businesses, avoid adverse environmental impacts, or preserve or enhance aesthetic integrity.			
Policy ICS-7.1	Require Transportation Demand Management Programs (TDM) Consider requiring TDM programs with preferred parking, car pool and van pool vehicles, and ride sharing where feasible and appropriate.	X		A Specific Plan-wide TDM program is to be prepared within one year of the recordation of the first Final Tract Map and implemented on a phase by phase basis thereafter. The TDM program shall incorporate best and commonly used trip-reduction incentives, programs, and practices found in TDMs of similar projects in terms of allowed uses, size, and transportation and transit service context
Policy ICS-11.3	GREAT Program Implementation Continue to implement the GREAT Program as the key program for the City's short and long term water supply	X		Project complies with the City's GREAT program and water sustainability policies. Project landscaping meets City and State water-conservation requirements.
Policy ICS-11.6	Water Conservation and/or Recycling Connection as Mitigation Require the use of water conservation offset measures (efficient low flow fixtures and irrigation systems, drought tolerant landscaping, leak detection programs, water audits, and public awareness and education programs) and/or proportional contributions to recycled water production and/or conveyance infrastructure related to the GREAT Program as mitigation for water supply shortage as determined by a Water Supply Assessment, CEQA documentation, or similar analysis as part of new or master plan development review.	X		
Policy ICS-11.7	Water Wise Landscapes Promote water conservation in landscaping for public facilities and streetscapes, residential,	X		

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	commercial and industrial facilities and require new developments to incorporate water conserving fixtures (low water usage) and water-efficient plants into new landscaping.			
Policy ICS-12.6	Timing of Future Development Impose conditions in order to ensure adequate wastewater capacity for proposed new development.	X		Prior to recordation of the final map, the developer/project applicant shall enter into an agreement with the City which specifies the funding mechanism for all wastewater conveyance facilities.
Policy ICS-13.3	Stormwater Detention Basins Design stormwater detention basins to ensure public safety, to be either visually attractive or unobtrusive, provide temporary or permanent wildlife habitats, and recreational uses where feasible in light of safety concerns.	X		Where feasible Project meets City and Watershed Protection District requirements and incorporates LID features.
Policy ICS-13.4	Low Impact Development Incorporate low impact development (LID) alternatives for stormwater quality control into development requirements. LID alternatives include: (1) conserving natural areas and reducing imperviousness, (2) runoff storage, (3) hydro-modification (to mimic pre-development runoff volume and flow rate), and (4) public education.	X		
Policy ICS-20.5	Fire Services to New Development Require new developments to fund a fair share extension of fire services to maintain service standards, including personnel and capital improvements costs.	X		The project includes permanent funding of three fire personnel. New infrastructure right of way is designed to support emergency access.
Policy ICS-20.7	Adherence to City Standards Ensure that water main size, water flow, fire hydrant spacing, and other fire facilities meet City standards.	X		
Policy ICS-20.8	Development Review Review new development applications to assess potential	X		

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	impacts to existing fire protection services and the need for additional and expanded services.			
Policy ICS-20.10	Adequate Emergency Access and Routes Require that new development provide adequate access for emergency vehicles, particularly firefighting equipment, and evacuation routes, as appropriate.	X		

Finding 2: The Development Agreement will address the Specific Plan EIR Mitigation Measure M.1-1 with an adaptive replacement mitigation that requires the Developer to provide permanent funding for fire personnel for the term of the Development Agreement. Prior to approval of the project, and as a condition for approval of the Development Agreement, the developer will need to form a Property Owners Association (POA) with a Community Financing District (CFD) to finance certain public services, including fire protection services (the “Fire Protection Services”), and, if not funded by a private Property Owners Association, or similar entity, the maintenance of landscaping, drainage facilities, weed control as approved at an election held within the boundaries of the District.

Finding 3: The Development Agreement allows for implementation of the Sakioka Farms Business Park Specific Plan which anticipates a total of 8,500,000 square feet of overall development activities consisting of 5,500,000 square feet of industrial uses and 3,000,000 square feet of business and research uses which is anticipated to maintain and increase net fiscal gains to the City resulting from both the construction and use of the Project area. Additionally, development of this land provides for a significant increase in tax revenues.

SECTION 5. Based on the findings set forth herein, the City Council approves Planning and Zoning Permit No. 20-670-01 (Development Agreement), contained in Exhibit 1 to this Resolution.

SECTION 6. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No 2983 was first read on June 16, 2020, and finally adopted on June 30 2020, to become effective thirty days thereafter.

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SECTION 7. The City Clerk shall certify the adoption of this Ordinance.

PASSED AND ADOPTED by the City Council of the City of Oxnard, State of California, held on the 30th 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

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Oxnard
305 West Third Street
Oxnard, California 93030
Attention: City Clerk

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made in Ventura County, California as of _____, 2020 by and between the CITY OF OXNARD, a municipal corporation of the State of California (the "City") and SAKIOKA FARMS, a California general partnership and AMS CRAIG, LLC, a Delaware limited liability company (collectively, the "Developer"). The City or Developer may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The City is authorized pursuant to Government Code sections 65864 through 65869.5 (the "Development Agreement Statute") and City Council Resolution No. 10,488 to enter into binding development agreements with persons or entities owning legal or equitable interests in real property located within the City.

B. Developer is the owner of that certain real property in the City of Oxnard, County of Ventura (the "County") more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

C. The City and Developer each desire to enter into this Agreement affecting the Property in conformance with the Development Agreement Statute in order to achieve the mutually beneficial development of the Property in accordance with this Agreement.

D. The development project (the "Project") which Developer seeks to develop on the Property may consist of up to 8,500,000 square feet of overall development for business and research park uses, and light industrial and commercial uses, all in accordance with the Sakioka Farms Business Park Specific Plan previously adopted by the City Council.

E. In conjunction with the approval of the Specific Plan and in accordance with the California Environmental Quality Act and State and City guidelines, the City Council certified a final environmental impact report for the Project.

F. The City and Developer each mutually desire to obtain the binding agreement of one another to permit and ensure that the Property is developed strictly in accordance with the provisions of this Agreement.

G. This Agreement will benefit the City and Developer by:

1. eliminating uncertainty in planning and providing for the orderly development of the Project;
2. permitting the high quality development of the Property;
3. providing for significant employment growth in the City resulting from both the construction and use of the Project;
4. providing for significant increase in tax revenues from the Project;
5. allowing installation of necessary improvements that benefit the Project, the City and the region;
6. providing for public services and infrastructure appropriate and adequate for the development of the Property;
7. upon the creation of the mandated Community Facilities District, provides for the permanent funding for additional firefighters for Fire Station No. 5;
8. eliminating the uncertainty about the validity of specific exactions to be imposed by the City;
9. providing for the dedication of land for the Del Norte/101 Interchange;
10. providing for the dedication of land for the extension of Gonzales Road;
11. providing for the conveyance of groundwater rights to the City; and
12. serving the public interests within the City.

H. The Planning Commission of the City (the "Planning Commission") and City Council have each given notice of their intention to consider this Agreement, have each conducted public hearings thereon pursuant to the relevant provisions of the Government Code, and have each found that the provisions of this Agreement are consistent with the City of Oxnard General Plan for development within the City, City zoning ordinances, and the Specific Plan. The City Council has also specifically considered the impacts and benefits of the Project upon the welfare of the residents of the City and the surrounding region. The City Council has determined that this Agreement is beneficial to the residents of the City and is consistent with the present public health, safety and welfare needs of the residents of the City and the surrounding region.

I. On May 21, 2020, the Planning Commission held a duly noticed public hearing wherein the Planning Commission recommended approval of this Agreement.

J. Developer and the City have determined that the development of the Project in accordance with the Existing Project Approvals (defined in Section 1.8 below) and Applicable

Rules (defined in Section 1.2 below) is a development project for which this Agreement is appropriate. This Agreement will eliminate uncertainty in planning and provide for the orderly development of the Project, ensure progressive installation of necessary improvement, provide for public services appropriate to the development of the Project and otherwise achieve the goals and purposes of the Development Agreement Statute. In exchange for these benefits the City agrees to provide Developer with the assurance that Developer may proceed with the development of the Project in accordance with and subject to the terms and conditions of this Agreement.

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

1. Definitions.

1.1 "Applicable Fees" shall mean (subject to Section 4.2 of this Agreement) only those fees and fee programs set forth within the Applicable Rules and uniformly applied to all development projects within the City that may be charged to Developer, the Property, or the Project with respect to the development of the Property, impacts related to the Project, and the processing of development-related applications, and the issuance of permits.

1.2 "Applicable Rules" means the rules, regulations and official policies of the City which were in force as of the Effective Date (as defined below), including, but not limited to, the General Plan, the Specific Plan (as defined below), City zoning ordinances and other entitlements, development conditions and standards, public works standards, subdivision regulations, density, growth management, environmental consideration, grading requirements, and design criteria applicable to the Project. Applicable Rules shall not include building standards adopted by the City pursuant to Health and Safety Code Section 17922 and 17958.5.

1.3 "City Council" shall mean the City Council of the City.

1.4 "City Manager" shall mean the City Manager of the City.

1.5 "Discretionary Actions" and "Discretionary Approvals" means those actions and approvals which require the exercise of judgment, or imposition of a condition or obligation, by any officer, employee, review board, commission or department of the City. Discretionary Actions and Discretionary Approvals are distinguished from administrative permits and approvals which merely require any officer, employee, review board, commission or department of the City to determine whether or not there has been compliance with the Applicable Rules.

1.6 "Effective Date" means the date on which the ordinance approving this Agreement as required by Government Code Section 65867.5 becomes effective.

1.7 "Existing Fees" shall have the meaning set forth in Section 4.2 of this Agreement.

1.8 "Existing Project Approvals" means the following:

(a) On October 6, 2011, pursuant to the California Environmental Quality Act and the State Guidelines, the Planning Commission of the City ("Planning Commission"), by Resolution No. 2011-36, certified the Sakioka Farms Business Park Specific Plan Final EIR identified as EIR No. 06-01, State Clearing House No. 2002071070, for the Sakioka Farms Business Park Specific Plan.

(b) On October 6, 2011, the Planning Commission by Resolution No. 2011-34, recommended to the City Council of the City ("City Council"), adoption of the Specific Plan. Consistent with the General Plan, the Specific Plan provides for a total of 8,500,000 square feet of overall development consisting of business and research park and light industrial uses and related industrial and commercial service centers.

(c) On June 12, 2012, the City Council by Resolution No. 14,235 made findings of fact and adopted the Adaptive Management Mitigation Monitoring and Reporting Program and incorporated as Section 7 into the Specific Plan (the "MMRP").

(d) On June 12, 2012, the City Council adopted the Specific Plan.

(e) On June 16, 2020 the City Council by Resolution No. 15,352 approved Tentative Tract Map No. 5996 (the "Tentative Map").

1.9 "Financing District" means a community facilities district formed pursuant to the Mello Roos Community Facilities Act of 1982 (Government Code section 53311 et seq.), an assessment district formed pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code section 22500 et seq.), or any other similar special district or assessment district existing pursuant to state law for purposes of financing the cost of public improvements, facilities, services or public facilities within a distinct geographic area of the City.

1.10 "General Plan" means the City of Oxnard 2030 General Plan adopted in October of 2011 and updated in December of 2016.

1.11 "Periodic Review" shall have the meaning assigned to such term in Section 11.1.

1.12 "Planning Commission" shall mean the Planning Commission of the City.

1.13 "Project" shall mean that development contemplated pursuant to the Existing Project Approvals.

1.14 "Project Area" shall mean the ± 430 acres comprising the Property as depicted in the Specific Plan.

1.15 "Specific Plan" shall mean the Sakioka Farms Business Park Specific Plan.

1.16 "Subsequent Applicable Rules" means any change in, or addition to, the Applicable Laws adopted or becoming effective after the Effective Date which, other than as provided for in this Agreement, would govern the General Plan, City zoning ordinances, Specific Plan and other entitlements, development conditions and standards, public works standards, subdivision regulations, density, growth management, environmental considerations, grading requirements and design criteria applicable to the Project and Property.

2. Term of Agreement. This Agreement shall become operative and commence upon the Effective Date and shall remain in effect for a term of fifteen (15) years, unless the term is modified by mutual written consent of the City and Developer. If, on or before the end of the term of the Agreement Developer is still in the process of developing the Property, Developer may submit a written request to the City Manager requesting an extension of the term of the Agreement. Such request shall include a summary of the specific development that has occurred on the Property and a projected schedule for the completion of the Project. Upon the Developer's submission of the summary, along with any additional reasonable detail requested by the City Manager, the City Manager shall determine, in his or her reasonable discretion, whether the term of the Agreement should be extended. Such determination shall be based upon Developer's implementation of and compliance with the provisions of the Specific Plan and this Agreement, and the effect of such extension upon the fiscal welfare of the City. If the City Manager extends the Agreement, such extension shall be until the Project has been completed, but not to exceed an additional ten (10) years. Upon the expiration of the term, this Agreement shall be deemed terminated and have no further force and effect except for Section 6 of this Agreement regarding Financing District shall continue in full force and effect for a period fifty (50) years from the termination or expiration of this Agreement provided that a minimum of 1.5 million square feet of development remains on the Property or any portion thereof.

3. Vested Right to Develop the Project. Subject to Section 3.4 below and the Applicable Rules, the City hereby grants to Developer the vested right to develop the Project on the Property in accordance with the Existing Project Approvals to the extent and in the manner provided in this Agreement.

3.1 Subsequent Applicable Rules. Subsequent Applicable Rules shall not be applicable to or binding upon the Project unless the Subsequent Applicable Rules represent an exercise of the City's Reserved Powers (defined in Section 3.4 below) or are otherwise expressly allowed by this Agreement or are consented to in writing by Developer. The City shall not require Developer to obtain any approvals or permits for the development of the Project other than those permits or approvals which are required by the Applicable Rules and the Existing Project Approvals. This Agreement will bind the City to the terms and obligations specified in this Agreement and will limit, to the degree specified in this Agreement and under state law, the future exercise of the City's ability to regulate development of the Project.

3.2 No Conflicting Enactments. Subject to Section 3.4 of this Agreement, neither the City nor any agency of the City shall enact rules, regulation, ordinances or other measures which limit or control the rate, timing, phasing, density, intensity or configuration of the development of any part of the Project which is inconsistent or in conflict with this Agreement or the Existing Project Approval.

3.3 Moratorium or Initiative Measures. Subject to Section 3.4 of this Agreement, Developer and the City intend that no moratorium or other limitation (whether relating to the rate, timing or sequence of the development of all or any part of the Project and whether enacted by initiative or otherwise) affecting parcel or subdivision maps (whether tentative vesting tentative or final), building permits, certificates of occupancy or other entitlements shall apply to the Project to the extent such moratorium or other limitation is inconsistent with or conflicts with this Agreement.

3.4 Reserved Powers. Subject to the terms and conditions of this Section 3.4, this Agreement shall not preclude the application to the Project of Subsequent Applicable Rules by the City's exercise of its Reserved Powers. As used in this Agreement, "**Reserved Powers**" shall mean the rights and authority expressly excepted from this Agreement's restrictions on the City's police powers and which are instead reserved to the City. Pursuant to this Agreement, the Reserved Powers refer to the power of the City to enact and implement after the Effective Date the Subsequent Applicable Rules which fall within one of the categories described in this Section 3.4 (a) through (e) below:

(a) Federal or State Laws. The City reserves the right to enact Subsequent Applicable Rules to the extent necessary to comply with applicable federal or state laws, codes or regulations ("**State/Federal Laws**") which preempt local jurisdiction, including, without limiting the generality of the foregoing, the California Environmental Quality Act, all building codes and any safety regulations, but such modifications shall be made only to the extent required thereunder.

(b) Public Health Concerns. The City Council determines after a noticed public hearing and by substantial evidence that the failure to impose the Subsequent Applicable Rules would place residents of the City in a condition dangerous to their health or safety, and (1) the condition cannot be mitigated in a reasonable manner with respect to the development of the Property and Project except through imposition of such Subsequent Applicable Rules; (2) such Subsequent Applicable Rules are applied only during such time that such dangerous conditions exists; and (3) such Subsequent Applicable Rules are applied consistently and evenly throughout the City.

(c) New Engineering and Construction Standards. The City expressly reserves the right to adopt Subsequent Applicable Rules governing engineering and construction and grading standards and specifications including, without limitation, changes to State Uniform Codes applicable to building, plumbing, mechanical, electrical or fire standards, including local amendments to the State Uniform Codes pursuant to state law allowing for such amendments; provided that such codes are uniformly applicable to all new development projects of a similar type as the Project within the City.

(d) Emergency. The City reserves the right to adopt Subsequent Applicable Rules in response to documented emergency situations, as properly declared by the President of the United States, the Governor of California, the Mayor of the City or the City Council, the City Council may adopt reasonable, temporary regulations affecting the Property, provided (1) the City Council determines by substantial evidence that the failure to impose those temporary regulations would place residents of the City in a condition dangerous to their health

or safety; (2) such temporary regulations are applied consistently and evenly throughout the City; and (3) such temporary regulations are automatically repealed as to the Property once the emergency situation has ended either officially or through a determination made jointly by the City and Developer that the emergency situation triggering the temporary regulations no longer requires the imposition of such regulations, which favorable determination the City may not unreasonably withhold.

3.5 Legal Challenges. City agrees to cooperate with Developer in all reasonable manners in order to keep this Agreement in full force and effect. Notwithstanding the preceding sentence, in the event of any legal action instituted by a third party or other government entity or official challenging the validity of this Agreement, the City and Developer agree to cooperate in defending such action, with Developer to indemnify the City pursuant to Section 18.13 of this Agreement. In the event of any litigation challenging the effectiveness of this Agreement or any portion thereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless a court of competent jurisdiction orders otherwise.

4. Development Impact, Processing and Other Fees.

4.1 Limitation Upon Increases in Certain Existing Fees for Five Years From Start Date. The Parties acknowledge and agree that the City is in the process of updating a number of its development impact fees. Starting January 1, 2022 or at such earlier time that the City has updated the Existing Fees (as that term is hereafter defined) (hereafter, the “**Fee Start Date**”), the Existing Fees shall be fixed for a period of five (5) years for the Project (the “**Fixed Fee Period**”). The Existing Fees shall only include such fees that are retained by the City and not paid to another governmental agency. For purposes of this Agreement, Existing Fees are limited to the following development impact fees: Growth Requirement Capital Fees; Planned Drainage Facilities Fees; Planned Traffic Circulation Facilities Fees; Planned Wastewater Facilities Fees and Planned Water Facilities Fees (collectively, the “**Existing Fees**”). Any new City fees, exactions or charges or increases in Existing Fees that take effect after the Fee Start Date and are similar to the Existing Fees in that they offset or reimburse the City for the increased costs on the City’s public improvements due to development, shall not be applied to the Project, the Property or Developer during the Fixed Fee Period. After the expiration of the Fixed Fee Period, any new City fees, exactions or charges or increases in Existing Fees shall only be applicable to the Project if adopted in compliance with the Mitigation Fee Act, Government Code Section 66000 et. seq. and applied consistently and proportionately in accordance with applicable law.

4.2 Transfer of Fee Credits. To the extent that Developer is entitled to utilize fee credits pursuant to the Applicable Rules (“**Fee Credits**”), the Fee Credits may be transferred by Developer to buyer or ground lessees of any portion of the Project, and upon written request, the City will provide written confirmation to any buyer or ground lessee of the Fee Credits which may be applied by the buyer or ground lessee. The City shall make no deductions from the Fee Credits except as specifically requested in writing by Developer in order to ensure that the Fee Credits are properly credited to parcels and developments in the Project for which such credits are specifically intended and that previously issued credits (e.g. NIAD

Credits) are applied prior to the utilization of future Fee Credits earned by Developer pursuant to this Agreement.

4.3 Northeast Industrial Assessment District In Lieu Credits. Developer shall be entitled to apply the in-lieu credits set forth on the Schedule attached hereto as Exhibit "C" (the "NIAD Credits") to the payment of the related Applicable Fees. Available NIAD credits are as follows:

Water In Lieu Credit	\$547,046.46
Sewer In Lieu Credit	\$698,858.94
Street In Lieu Credit	\$1,516,251.46

Developer earned the NIAD In-Lieu Credits as a result of Developer's payment of \$7,340,272.00 in assessments as its participation in the Northeast Industrial Assessment District. If any portion of the NIAD Credits have not been applied against development impact fees legally imposed on the Project, then the City shall reimburse Developer for the remaining balance of the NIAD Credits no later than one hundred twenty (120) days after the issuance of the final certificate of occupancy for the Project.

4.4 Timing of Payment of Applicable Fees. City and Developer agree that notwithstanding anything to the contrary set forth in the MMRP, development impact fees applicable to the Project shall not be required to be paid with the recordation of any Final Map but rather with the issuance of building permits.

4.5 Processing Fees. Nothing in this Section 4 shall limit City Council's power to impose reasonable increases upon fees which reimburse City for the cost of processing development applications or reimburse City for the cost of building inspection or plan checking to the extent that any such fee increase is applied consistently and proportionately throughout the City in accordance with the Mitigation Fee Act, Government Code Section 66000 et. seq.

5. Developer Obligations.

5.1 Project Infrastructure Improvements. Developer acknowledges and agrees that, as part of the development of the Project, the Developer will be required to construct specific improvements required by the Existing Project Approvals, construct specific roadways and rights-of-way improvements indicated in the Specific Plan and the EIR, and dedicate said roadways and rights-of-way at no cost to the City (the "**Project Infrastructure Improvements**"). Some of the Project Infrastructure Improvements shall be eligible for reimbursement pursuant to Section 5.3.

5.2 Additional Traffic Mitigation. If traffic studies for one or more future phases of the Project indicate that additional mitigation measures are required to address the impact of the future phase upon traffic due to, among other reasons, the trip generation cap will be exceeded, there is an increase in square feet permitted by the Existing Project Approvals and/or there is a reallocation of square footage from one planning area to another, Developer may be required to pay additional traffic impact fees and/or or construct additional transportation infrastructure improvements to the extent necessary to mitigate such impacts ("**Additional Traffic Mitigation**"). Except for the Additional Traffic Mitigation, the City shall not condition

the approval of any development project in the Project upon the construction of additional transportation infrastructure improvements for the Project.

5.3 Application of Fees/Credit or Reimbursement for Infrastructure Improvements. For infrastructure improvements which are eligible for reimbursement, Developer shall be reimbursed pursuant to City Resolution No. 10,272 of the City of Oxnard ("A Resolution of the City of Oxnard Establishing a Policy Concerning Credit In Lieu of Payment for Facilities Fees and Reimbursement for Construction of Planned Facilities for Drainage, Wastewater, Traffic Circulation and Water Systems") attached hereto as Exhibit "E" and the Development Services Department Master Planned Improvement Reimbursement Policy, dated July 6, 2010 and updated March 15, 2017 attached hereto as Exhibit "F"(collectively, the "Reimbursement Policy") subject to the following modifications to the Reimbursement Policy: (a) Developer shall not be required to accept Fee Credits for the reimbursable costs and instead shall be entitled to reimbursement from the City of the reimbursable costs from traffic impact fees paid by other developers with the issuance of building permits for development within the Project: and (b) notwithstanding the payment terms of the Reimbursement Policy, Developer shall be paid the entire amount of the reimbursable costs within sixty (60) days after the project is completed and Developer has submitted to the City the items required to be submitted to the City pursuant to the Reimbursement Policy (the "Payment Date").

5.4 Traffic Mitigation Measures. For the transportation and traffic improvements described as mitigation measures in Section I in the Transportation/Traffic Mitigation Measures of the EIR (the "**Fee Funded Infrastructure Improvements**"), the Developer's payment of applicable City impact fees in the amount agreed to by the City and Developer satisfies in full the action required by Developer as it relates to City in connection with the implementation of the Transportation/Traffic mitigation measures based upon the development of the Project pursuant to the Specific Plan and the trip generation cap. This section in no way limits the amount of traffic impact fees and mitigation measures that may be imposed by the County of Ventura or the State of California on the Project or any portion thereof.

5.5 Dedication of Land. Developer agrees to dedicate land within the Property for the public uses described in this Section 5.5:

(a) Gonzales Road Extension. Developer agrees to dedicate to the City the land required for the extension of Gonzales Road as shown in the Circulation Plan of the Specific Plan (the "**Gonzales Road Extension**"). Based upon the configuration of the current tentative tract map for the Project, Developer shall make such dedication as part of the development of Phase Two or Phase Three of the Project.

(b) Del Norte/101 Interchange Transfer. The final map to be recorded for the entire Property (the "**Final Map**") designates a portion of the Property comprising approximately 1.5 acres to be dedicated to Cal Trans for the future interchange of Del Norte Boulevard and the 101 Freeway (the "**Del Norte/101 Interchange**") based upon preliminary studies prepared by Cal Trans (the "**Existing Interchange Design**"). Upon recordation of the final map for the phase of the Project adjacent to the Del Norte/101 Interchange or such earlier time that Cal Trans or the City commences construction of the Del

Norte/101 Interchange, Developer shall make an irrevocable offer of dedication of the portion of the Property reasonably required to satisfy the then current interchange design requirements of Cal Trans for the Del Norte/101 Interchange at the time the dedication is made (the “**Dedicated Land**”) but in no event more than three (3) acres (the “**Maximum Dedication**”). If after the dedication is made, Cal Trans or the City require more of the Property than the Dedicated Land, for the Del Norte/101 Interchange, including, without limitation, a modification of the alignment for the Del Norte/101 Interchange or material changes to the Existing Interchange Design, Developer reserves the right to seek compensation for the additional land required by Cal Trans or the City which is in excess of the Dedicated Land.. Notwithstanding any language in this Section 5.5(b) to the contrary, the three-acre Maximum Dedication shall only apply for a period of fifteen (15) years from the effective date of this Agreement. If the Developer has not made the irrevocable offer of dedication contemplated by this Section 5.5(b) within 15 years from the effective date of this Agreement, then the Maximum Dedication that Developer shall be required to dedicate at no cost to Cal Trans or the City for the amount of land reasonably needed for the Del Norte/101 Interchange shall not exceed four and 7/10 (4.7) acres. Such dedication shall occur upon recordation of the final map for the phase of the Project adjacent to the Del Norte/101 Interchange or at such time that Cal Trans or the City commences construction of the Del Norte/101 Interchange, whichever occurs first.

(c) Dedication of Groundwater Rights. Developer acknowledges and agrees that the conveyance of water rights associated with the Property at no cost to the City is necessary for the City to provide potable water services to the Property at the time of development. Developer agrees that it shall not convey the water rights associated with any portion of the Property to any third party. The City and Developer acknowledge that the Property is currently being used for agricultural uses. Developer intends to continue to use the Property for such purposes until the Property is developed in accordance with the Specific Plan. The City agrees that Developer shall not be required to grant to the City groundwater rights association with a specific portion of the Property while Developer is continuing to use that specific portion of the Property for agricultural uses. The City further acknowledges that any conveyance by Developer of groundwater rights to the City shall occur in phases as the Property is developed. Until such time, Developer shall retain all groundwater rights relating to the undeveloped portion of the Property that existed as of January 1, 2020.

(d) No Other Dedications, Easements or Other Conveyances of Property for Public Use. Except as set forth in this Section 5.4, Developer shall not be required to dedicate, transfer, grant easements or otherwise convey any other portion of the Property or interest therein to the City for public uses or any other purposes except the circulation and utility infrastructure required to be installed by Developer within the Project Area pursuant to the Specific Plan.

5.6 Storm Water Detention. Developer shall comply with the performance criteria set forth in the 2002 Technical Guidance Manual for Storm Water Quality Control Measures for the installation of the detention basin and any other storm water discharge mitigation measures within the Project. The new development requirements of Order No. R4-2009-0057 ("MS4 Permit") shall not apply to the Project, because the Project satisfies one or more of the exceptions set forth in the Technical Guidance Manual for Storm Water Quality Control Measures applicable to the MS4 Permit.

6. Financing District.

6.1 Formation. Developer acknowledges and agrees that a Financing District covering all of the Property must be formed prior to any of the following events occurring: the recording of a final map over any portion of the Property; a lot line adjustment affecting any portion of the Property; the recordation of a parcel map over any portion of the Property; and/or the conveyance of any portion of the Property to any entity other than the entities comprising Developer.

6.2 Purpose of Funds. The Financing District shall include specific language in its formation documents imposing the obligation to pay the City an annual amount equal to the full cost of three Oxnard firefighters (including base salary and all benefits plus annual increases in such compensation), with such obligation triggered at such time that building permits have been issued and construction has started on development totaling a minimum of 1.5 million square feet on any portion of the Property. The Parties agree that the initial annual cost for the three firefighters shall be Three Hundred Thousand Dollars (\$300,000) a year. The annual cost of three firefighters (including base salary and all benefits) shall be allocated among the parcel(s) within the Property based upon the amount of acreage on each parcel within the Property as compared to the total net acreage within the Property (i.e., not included public roads, rights-of-way and other public property). The City shall not be liable for the financial obligations of the Financing District. The Financing District shall also include specific language in its formation documents providing for the “back up” funding of the maintenance of certain public improvements required to be constructed on the Property; provided, however that the Financing District shall impose assessments or special taxes for the maintenance of the public improvements only in the event the owner’s association fails to maintain such public improvements in accordance with the City’s requirements.

6.3 Fire Station. The Parties agree that the formation of a Financing District that includes the obligation to pay for the annual cost of three firefighters (including benefits) is in lieu of the Specific Plan’s obligation for Developer to dedicate a 1.5 acre site near Rice Avenue and the easterly extension of Gonzales Road for a new fire station site and that such obligation fully mitigates the impact of the Project upon the City’s fire services; provided, however, that the Parties acknowledge and agree that the development of the Property with residential uses and/or schools, hospitals, nursing homes, explosive plants, refineries, high-rise buildings and other high life hazard or large fire potential occupancies will, subject to the Fire Chief’s determination, trigger additional obligations that are above and beyond the obligations imposed by this Section based upon the specific uses that are added to the Property or any portion thereof.

6.4 Survival Period. Notwithstanding any language in this Agreement to the contrary, the obligation for the Developer (including its successors in interest and assigns) to pay and the Financing District to impose assessments or special taxes for the annual cost of firefighters (including benefits) shall survive the termination or expiration of this Agreement and shall continue for an additional fifty (50) year period provided that a minimum of 1.5 million square feet of development remains on the Property or any portion thereof.

6.5 Developer Support. On behalf of itself and its successors and assigns, Developer agrees to:

(a) Support the formation of the Financing District consistent with this Section 6;

(b) Not to initiate, support in any way and/or seek to repeal the Financing District once it is formed; and

(c) Not to initiate, support in any way and/or seek to reduce the amount of assessments and/or special taxes imposed by the Financing District to pay for the cost of the three firefighters.

7. Implementation and Development of the Project.

7.1 Permitted Uses. Developer agrees that Property shall only be developed in accordance with the Specific Plan and the conditions and mitigation measures imposed on the Project through the certification of the environmental documents for the Project. Notwithstanding anything set forth in the Agreement to the contrary, unless Developer proceeds with the development of a phase of the Project in which event Developer shall be obligated to install all Project Infrastructure Improvements applicable to such phase, Developer is not obligated by the terms of this Agreement to develop or install Project Infrastructure Improvements applicable to future phases of the Project unless such Project Infrastructure Improvements are needed to address the impacts of the development of that phase.

7.2 Development Standards. All development, construction, improvement and design requirements and standards applicable to the Project shall conform to the Specific Plan and the Applicable Rules consistent therewith. To the extent there is any conflict between the Specific Plan and the Applicable Rules, the Specific Plan shall govern.

7.3 Subsequent Approvals and Expedited Processing. Subject to the provisions of this Section, City and Developer shall cooperate to expedite the development design review process, the building plan review process, improvement plan review process, and if necessary, expedite the entitlement review process for developments to be located within the Project Area as outlined in the Specific Plan (Chapter 3.0 - Implementation). Review of any application through any expedited process as provided by this subsection shall not be deemed to waive any of the Applicable Rules pertaining to review or approval of such application, including, but not limited to, a public hearing, if any, required therefore. Any such process shall terminate upon the expiration or termination of this Agreement or the issuance of the final certificate of occupancy for development within the Project, whichever occurs first. In furtherance thereof, Developer and the City agree to comply with the following expedited processing requirements:

(a) If Developer chooses to utilize an expedited plan check process for the review of improvement plans and building plans for the Project, within two (2) weeks of written request by Developer, City shall determine whether the City will retain an outside consultant for review of the Developer's improvement plans and building plans. Such outside consultant or City staff shall be at the sole selection of City and shall be paid for at the sole cost

and expense of Developer through the payment of an increased plan check fee set forth herein. Prior to the City's commencement of any expedited plan check for an improvement plan or building plan, Developer shall pay to the City a deposit fee equal to one hundred fifty percent (150%) of the then current plan review fee for review of an improvement or building plan ("**Expedited Plan Check Fee**").

(b) Once a consultant is selected or City staff identified. City shall complete plan check review for improvement plans and building plans according to the following schedule:.

First Plan Check: City shall provide complete comments and markup within 21 working days of submittal of a complete package.

Second Plan Check: City shall provide complete comments and markup within 21 working days of submittal of a complete package that responds to all markups and comments.

Any subsequent Plan Check: City shall provide complete comments and markup within 10 working days of submittal of a complete package that responds to all markups and comments.

Upon completion of plan check review, the City shall calculate and provide permit fees to the Developer within 10 (ten) working days of plan set approval.

(c) Should City determine, in its reasonable discretion, that the Expedited Plan Check Fee will be insufficient to cover City's actual costs of utilizing City staff, retaining an outside consultant or any combination thereof in order to expedite the review process, City may increase the Expedited Plan Check Fee upon prior notice to Developer of the basis for the increased Expedited Plan Check Fee or have no further obligation to expedite review as set forth herein.

7.4 Subsequent Discretionary Action and Approval. The City agrees not to unreasonably withhold, condition or delay any Discretionary Action or Discretionary Approval or other action or approval by the City which may be required by the Project subsequent to the execution of this Agreement. Upon the filing of a complete application and payment of appropriate processing fees by Developer, the City shall promptly commence and diligently schedule and convene all required public hearings in an expeditious manner consistent with the law and process all Discretionary Actions and Discretionary Approvals in an expeditious manner.

7.5 Phasing.

(a) The City and Developer acknowledge that Developer cannot predict when or in what order the Project will be developed. Such decisions depend upon numerous factors which are not within the control of Developer including, but not limited to, market orientation and demand, interest rates, competition and similar factors beyond the control of Developer. Developer shall have the discretion to develop the Project in phases and in such

order as Developer deems appropriate within the exercise of its subjective and independent business judgment. Specifically, City and Developer agree that Developer shall be entitled to apply for and receive permits, maps, certificates of occupancy and other entitlements to use at any time that this Agreement is in effect, provided that such actions are in accordance with the Applicable Rules. Because the California Supreme Court held in Pardee Construction Co. vs. City of Camarillo, 37 Cal.3d 465 (1984), that failure of the parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, the parties herein intend to cure that deficiency by acknowledging and providing that Developer shall have the right (without obligation) to develop the Project in such order and at such rate and at such time as Developer deems appropriate within the exercise of its subjective business judgment.

(b) The Project Area will be developed in various phases over the next several years. In order to accommodate the anticipated intermittent development patterns, all required circulation infrastructure and community improvements to accommodate each new development of the Specific Plan shall be completed prior to, or simultaneously with, individual projects. The Specific Plan Planning Areas as described on the Phasing Matrix (Exhibit 4.32) of the Specific Plan may be further divided into subareas to better reflect the anticipated development pattern and infrastructure improvement phasing. The Phasing Plan presents a schedule of project development based on an incremental installation of infrastructure improvements. The Phasing Plan recognizes that the Project Area is presently vacant with few infrastructure improvements. The development phasing schedule has been prepared to provide that adequate public facilities and services will be available for each new project.

7.6 Extension of Maps and Project Approvals. In accordance with Government Code section 66452.6, subd. (a) and Government Code section 65863.9, unless a longer term would result under otherwise applicable state law, the term of any subdivision map or other permits approved as part of the Project approvals shall be automatically extended for the term of this Agreement.

7.7 Compliance with Government Code Section 66473.7. Any tentative maps prepared for this Project or any portion thereof shall comply with Government Code section 66473.7, to the extent that this code section is applicable to that tentative map.

7.8 Property Acquisition for Improvements. Developer shall have no obligation to acquire any right(s)-of-way necessary to construct any improvements outside the Project Area. It shall be the City's responsibility to take such actions as are necessary and consistent with State law to acquire such right(s)-of-way. City may, and where needed shall, use its powers of eminent domain to condemn such right(s)-of-way. Nothing contained in this Section shall be deemed to constitute a determination or resolution of necessity by City to initiate condemnation proceedings.

8. Public Services for the Project. The City hereby acknowledges and agrees that when the Infrastructure Improvements called for by the Specific Plan and the mitigation conditions of the EIR for the Project has been completed, the City will have sufficient capacity in its existing infrastructure, services and utility systems for: traffic circulation; sewer collection, sewer treatment and sanitation service; water treatment, distribution and service; and drainage to

accommodate the Project. The City has analyzed the existing and projected water needs for the areas served by the City and has determined that when Developer has dedicated to the City the water rights associated with each phase of Project, the City will have the necessary water supplies available to properly serve that phase of the Project. To the extent that the City renders such services or provides the utilities referenced in this Section, the City hereby agrees to timely grant or issue hookups or service to all development in the Project after Developer has conveyed at no cost to the City the water rights associated with that portion of the Property associated each phase of the Project and Developer requests such hookups and services; provided, however, the City may delay the granting of requested additional water hookups for the Project provided that all of the following conditions precedent occur: (a) after a duly noticed public hearing, the City Council imposes a ban on all new water hookups in the City, except for a ban on emergency hookups, legally mandated hookups, hookups for essential public purposes, and pass-through hookups used solely to convey emergency water through the City to another public entity or public water provider; (b) after a duly noticed public hearing, the City Council makes findings, which are supported by substantial evidence, that the granting of additional water hookups in the Project would have a significant adverse impact on the public health and safety.

9. Cooperation in Relocation of Utilities. To facilitate the development of the Project, which will benefit the entire City, the City agrees to cooperate in the relocation of utilities on or adjacent to the Project Area, which are reasonably necessary to develop the Property pursuant to the provisions of the Specific Plan, provided that such cooperation is at no cost or expense to the City. Such cooperation shall include, but not be limited to, the City serving as the applicant in any such relocation matters, where appropriate.

10. Compliance Review.

10.1 Periodic Review. Pursuant to Government Code Section 65865.1, the City Manager shall, not less than once in every twelve (12) months, review the Project and this Agreement to ascertain whether or not Developer is in full compliance with the terms of this Agreement (the "Periodic Review").

10.2 Review Procedure. During a Periodic Review, Developer shall provide information reasonably requested by the City Manager that the Project is being developed in good faith compliance with the terms of this Agreement. Upon completion of a Periodic Review, the City Manager shall submit a report to the City Council setting forth the City Manager's findings. If, as a result of a Periodic Review, the City Council finds and determines on the basis of substantial evidence that Developer has not complied in good faith with the terms or conditions of this Agreement, the City shall issue a written "Notice of Non Compliance" to Developer specifying the grounds therefore and all facts demonstrating such non compliance. Developer's failure to cure the alleged non-compliance within ninety (90) days after receipt of the notice, or, if such noncompliance is not capable of being cured within ninety (90) days, Developer's failure to initiate all actions required to cure such non-compliance within ninety (90) days after receipt of the notice, shall constitute a default under this Agreement on the part of Developer and shall constitute grounds for the termination of this Agreement by the City as provided for below.

10.3 Termination or Modification for Non-Compliance. Pursuant to Government Code Section 65865.1, if the City Council finds and determines, on the basis of substantial evidence, that Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may modify or terminate this Agreement. Any action by the City with respect to the termination or modification of this Agreement shall comply with the notice and public hearing requirements of Government Code Section 65865.1 in addition to any other notice required by law. Additionally, the City shall give Developer written notice of its intention to terminate or modify this Agreement and shall grant Developer a reasonable opportunity to be heard on the matter and to oppose such termination or modification by the City.

11. Modification. Amendment or Cancellation by Mutual Consent. Pursuant to Government Code section 65868, this Agreement may be amended or canceled, in whole or in part, by mutual written consent of the City and the Developer or their successors in interest. Public notice of the parties' intention to amend or cancel any portion of this Agreement shall be given in the manner provided by Government Code Section 65867. Any amendment to the Agreement shall be subject to the provisions of Government Code Section 65867.5.

12. Inurement and Assignment. This Agreement shall inure to the benefit of and bind the successors and assigns of the City and Developer, may be assigned by either the City or Developer to any party or parties purchasing all or any part of the Property or any interest therein pursuant to the provisions of this Section 12. The specific rights and obligations of this Agreement shall be deemed covenants running with the land that concern and affect the Property. Prior to Developer's assignment of any rights, duties or obligations under this Agreement, Developer shall present such information to the City as will reasonably demonstrate to the City's satisfaction that the proposed assignee (the "**Assignee**") has the financial ability and experience to fulfill those specific rights, duties and obligations under the Agreement that the Assignee will assume. The City shall have the right to approve the proposed Assignee, provided that the City's approval may not be unreasonably withheld. The City shall approve or disapprove of the proposed Assignee in writing the proposed Assignee within thirty (30) days after receipt of the Assignee's information. If the City does not approve the Assignee, the City shall deliver notice to Developer of the reasons for the City's disapproval of the Assignee. Once such approved assignment or succession has occurred and the Assignee has agreed to accept the applicable obligations under this Agreement, Developer shall be released from its obligations under this Agreement assumed by the Assignee with respect to the Property, or portion thereof, so transferred. Upon the completion of any phase or tract of development of the Project as reasonably determined by the City, the City shall release that completed phase or tract from further obligations under this Agreement except as to Section 6 of this Agreement. The release of a completed phase or tract from further obligations under this Agreement does not release that phase or tract from any applicable and duly executed and recorded conditions, covenants and restrictions or any on-going environmental mitigation measures that are a specific obligation of that completed phase or tract, as required by applicable Project environmental documents.

13. Defaults Notice and Cure Periods, Events of Default and Remedies.

13.1 Default By Developer

(a) If the Developer does not perform its obligations under this Agreement in a timely manner, the City may exercise all rights and remedies provided in this Agreement, provided the City shall have first given written notice to the Developer as provided in Section 13.2 of this Agreement, and provided further the Developer may appeal such declaration in the manner provided in, and subject to all terms and provisions of Section 14.

(b) Notice of Default and Opportunity to Cure. If the Developer does not perform its obligations under this Agreement in a timely manner, the City through the City Manager may submit to the Developer a written notice of default in the manner prescribed in Section 18.1 identifying with specificity those obligations of the Developer under this Agreement which have not been timely performed. Upon receipt of any such written notice of default, the Developer shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of any such written notice of default and shall complete the cure of any such default(s) (i) in the case of monetary defaults, within sixty (60) days after receipt of notice, (ii) in the case of all other defaults, no later than one hundred and twenty (120) days after receipt of any such written notice of default, or within such longer period as is reasonably necessary to remedy such default(s), provided the Developer shall commence the cure of any such default(s) within such one hundred and twenty (120) day period and thereafter diligently pursue such cure at all times until any such default(s) is cured..

(c) Failure to Cure Default Procedure. If after the cure period provided in Section 13.1(b) has elapsed, the City Manager finds and determines the Developer, or its successors, transferees and/or assignees, as the case may be, remains in default and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the City's Development Services Director shall make a report to the Planning Commission and then set a public hearing before the Planning Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that Developer, or its successors, transferees and/or assigns, as the case may be, has not cured a default under this Agreement pursuant to this Section 13, and that the City shall terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, Developer, and its successors, transferees and/or assigns, shall be entitled to appeal that finding and determination to the City Council in accordance with Section 14. Such right of appeal shall include, but not be limited to, an objection to the manner in which the City intends to modify this Agreement if the City intends as a result of a default of the Developer, or one of its successors or assigns, to modify this Agreement. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity. Nothing in this Section 13 of this Agreement shall be construed as modifying or abrogating the City Council's review of Planning Commission actions.

(d) Termination or Modification of Agreement. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after such final determination of the City Council or, where no appeal is taken,

after the expiration of the applicable appeal periods described in Section 14. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code sections 65967.5 and 65868, irrespective of whether an appeal is taken as provided in Section 14. Notwithstanding any other provision of this Agreement to the contrary, in the event that: (a) Developer or any of its successors assigns some, but not all, of its rights under this Agreement in connection with a sale of some, but not all, of the Property; and (b) thereafter Developer or one or more of its successors in interest under this Agreement is in default under this Agreement and either Developer or one or more of its successors in interest under this Agreement is not in default under this Agreement, then any remedy the City may have the right to take under this Agreement including the right of termination or modification of this Agreement shall only apply to the party(ies) that is (are) in default and the portion(s) of the Property owned by such party(ies) and shall not apply to Developer or any successor and/or assignee of Developer under this Agreement that is not in default hereunder. Notwithstanding any language in this Agreement to the contrary, in the event that this Agreement is terminated by the City, Section 6 of the Agreement regarding Financing Districts shall remain in full force and effect for an additional fifty (50) year period provided that a minimum of 1.5 million square feet of development remains on the Property or any portion thereof.

13.2 Lender Protection Provisions.

(a) Notice of Default. In addition to the notice provisions set forth in Section 13.1(b), the City shall send a copy of any notice of default sent to Developer or any of its successors or assigns to any lender that has made a loan then secured by a deed of trust against the Property, or a portion thereof, provided such lender shall have (a) delivered to the City written notice in the manner provided in Section 18 of such lender's election to receive a copy of any such written notice of default and (b) provided to the City a recorded copy of any such deed of trust. Any such lender that makes a loan secured by a deed of trust against the Property, or a portion thereof, and delivers a written notice to the City and provides the City with a recorded copy of any such deed of trust in accordance with the provisions of this Section 13/2(a) is herein referred to as a "**Qualified Lender.**"

(b) Right of a Qualified Lender to Cure a Default. If Developer, or any of its applicable successors or assigns, fails to timely cure any default under this Agreement within the time periods specified in Section 13.1(b), then the City shall send a written notice of any such failure to timely cure any such default to each Qualified Lender. From and after receipt of any such written notice of failure to cure, each Qualified Lender shall have the right to cure any such default, provided the Qualified Lenders commence the cure of any such default within sixty (60) days after receipt of any such written notice of failure to cure and thereafter diligently pursue the cure thereof to completion. If the nature of any such default is such that a Qualified Lender cannot reasonably cure any such default without being the owner of the Property, or the applicable portion thereof, then so long as the Qualified Lender(s) is (are) proceeding to foreclose the lien of its deed of trust against the Property, or the applicable portion thereof, and after completing any such foreclosure promptly commence the cure of any such default and thereafter diligently pursue the cure of such default to completion, such Qualified Lender shall be deemed to be diligently pursuing the cure of any such default.

(c) Exercise of City's Remedies. Notwithstanding any other provision of this Agreement, the City shall not exercise any right or remedy granted under this Agreement or otherwise arising out of a default under the Agreement by Developer or any of its successors or assigns during the period of time which Developer, any of its successors or assigns and/or a Qualified Lender has the right to cure any such default pursuant to this Section 13.

(d) No Impairment of Development Agreement to Mortgage. No default by Developer (or any successor or assign) under this Agreement shall subordinate, invalidate or defeat the lien of any mortgage held by a lender. In no event shall a foreclosure or other exercise by a lender of its pre- or post-foreclosure rights in connection with a mortgage require any consent or approval by the City.

(e) Lender's Obligations with Respect to the Property. No lender shall have any obligations or other liabilities under this Agreement solely because it holds a mortgage, or an ownership interest in any party or successor or assign.

13.3 Default by the City.

(a) Default. In the event the City does not accept, process or render a decision in a timely manner on necessary development permits, entitlements, or other land use or building approvals for use as provided in this Agreement upon compliance with the requirements therefore, or as otherwise agreed to by the City and Developer, or the City otherwise defaults under the provisions of this Agreement, Developer shall have all rights and remedies provided herein or by applicable law, which shall include, without limitation, compelling the specific performance of the City's obligations under this Agreement provided the Developer has first complied with the procedures in Section 13.3(b).

(b) Notice of Default. Prior to the exercise of any other right or remedy arising out of a default by the City under this Agreement, Developer shall first submit to the City a written notice of default stating with specificity those obligations which have not been performed under this Agreement. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) no later than thirty (30) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided the City shall continuously and diligently pursue each remedy at all times until such default(s) is cured.

13.4 Monetary Damages. Developer and the City acknowledge that neither the City nor Developer would have entered into this Agreement if either were liable for monetary damages under or with respect to this Agreement or the application thereof. Both the City and Developer agree and recognize that, as a practical matter, it may not be possible to determine an amount of monetary damages which would adequately compensate Developer for its investment of time and financial resources in planning to arrive at the kind, location, intensity of use, and improvements for the Project, nor to calculate the consideration the City would require to enter into this Agreement to justify such exposure. Therefore, the City and Developer agree that neither shall be liable for monetary damages under or with respect to this Agreement or the application thereof and the City and Developer covenant not to sue for or claim any monetary

damages for the breach of any provision of this Agreement. This foregoing waiver shall not be deemed to apply to any fees or other monetary amounts specifically required to be paid by Developer to the City pursuant to this Agreement, including, but not limited to, any amounts due pursuant to Section 18.6 or Section 18.13. The foregoing waiver shall also not be deemed to apply to any fees or other monetary amounts specifically required to be paid or credited by the City to Developer pursuant to this Agreement, including, but not limited to any Fee Credits specifically required to be credited by City to Developer or its assignee(s).

13.5 Specific Performance. Due to the size, nature and scope of this Project, it will not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, Developer may be foreclosed from other choices it may have had to utilize the Property and provide for other benefits. Developer has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement and it is not possible to determine the amount of monetary damages that would adequately compensate Developer for such efforts. For the foregoing reasons, the City and Developer agree that except as expressly provided in Section 13.4 above, damages would not be an adequate remedy if City fails to carry out its obligations under this Agreement, and that Developer shall have the right to seek and obtain specific performance as a remedy for any breach of this Agreement. The City's remedy to terminate or amend this Agreement in the event of Developer's uncured breach shall be sufficient in most circumstances. Notwithstanding the foregoing, if the City approves a final parcel map or subdivision map, issues a permit, or issues other approval(s) pursuant to this Agreement in reliance upon a specified condition or conditions being satisfied by Developer in the future, and if Developer then fails to satisfy such condition(s), the City shall be entitled to specific performance for the sole purpose of causing Developer to satisfy such condition or conditions. Except in these limited circumstances, the City shall have no right to seek specific performance to cause Developer to proceed with the development of the Project in any manner.

14. Administration of Agreement and Resolution of Disputes. Developer shall at all times have the right to appeal to the City Council any decision or determination made by any employee, agent or other representative of the City concerning the Project or the interpretation and administration of this Agreement. All City Council decisions or determinations regarding the Project or the administration of this Agreement shall also be subject to judicial review pursuant to Code of Civil Procedure section 1094.5, provided that, pursuant to Code of Civil Procedure section 1094.6, any such action must be filed in a court of competent jurisdiction not later than ninety (90) days after the date on which the City Council's decision becomes final.

15. Recordation of this Agreement. Pursuant to Government Code section 65868.5, the City Clerk shall record a copy of this Agreement in the Official Records of the County within ten (10) days after the mutual execution of this Agreement.

16. Constructive Notice and Acceptance. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is, and shall be, conclusively deemed to have consented and agreed to every provision contained herein,

whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

17. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the City, Developer and their respective successors and assigns. No other person or entity shall have any right of action based upon any provision of this Agreement.

18. Miscellaneous.

18.1 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) (i) hand delivered by messenger or courier service, (ii) by overnight delivery (including Federal Express), or (iii) by United States mail (postage prepaid), registered or certified, return receipt requested, addressed to the addresses set forth below. Each notice shall be deemed delivered (1) on the date delivered if by personal delivery, (2) on the date of delivery by the overnight delivery service if by overnight delivery, or (3) seventy-two (72) hours after deposit in the United States mail (postage prepaid) if by registered or certified mail. By giving to the other parties at least fifteen (15) days' written notice, the parties to this Agreement and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address.

If to City: City of Oxnard
 300 West Third Street
 Oxnard, California 93030
 Attention: City Manager

with a copy to: City of Oxnard
 214 South C Street
 Oxnard, California 93030
 Attention: Community Development Director
 Tel. No.: (805) 385 7877
 Fax No.: (805) 385 7854

City of Oxnard
 300 West Third Street
 Oxnard, California 93030
 Attention: City Attorney

City of Oxnard
 214 South C Street
 Oxnard, California 93030
 Attention: Planning Manager

If to Developer: Sakioka Farms
 3183-A Airway Ave., Suite 2
 Costa Mesa, California 92626
 Attention: Jeremy Sakioka

AMS Craig, LLC
 1451 N. Rice Avenue, Suite E
 Oxnard, CA 93030
 Attention: Craig Kaihara

with a copy to: Ross Wersching & Wolcott LLP
 3151 Airway Avenue, Building S
 Costa Mesa, California 92626
 Attention: Cynthia M. Wolcott, Esq.

18.2 Severability. If any part of this Agreement is declared invalid for any reason, such invalidity shall not affect the validity of the remainder of the Agreement. The other parts of this Agreement shall remain in effect as if this Agreement had been executed without the invalid part. The City and Developer intend and desire that the remaining parts of this Agreement continue to be effective without any part or parts that have been declared invalid.

18.3 Entire Agreement; Conflicts. This Agreement represents the entire agreement between the City and Developer with respect to the subject matter hereof and supercedes all prior agreements and understandings, whether oral or written, between the City and Developer with respect to the matters contained in this Agreement. Should any or all of the provisions of this Agreement be found to be in conflict with any other provision or provisions found in the Applicable Rules or the Subsequent Applicable Rules, then the provisions of this Agreement shall govern and prevail.

18.4 Further Assurances. The City and Developer agree to perform, from time to time, such further acts and to execute and deliver such further instruments reasonably necessary to effect the intents and purposes of this Agreement, provided that the intended obligations of the City and Developer are not thereby modified.

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

18.6 Attorneys' Fees. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out of pocket expenses not limited to taxable costs, including, but not limited to

telephone calls, photocopies, expert witness, travel, and reasonable attorneys' fees and costs to be fixed by the court. Such recovery shall include, but not limited to, court costs, out of pocket expenses and attorneys' fees on appeal, if any. The court shall determine who is the "prevailing party," whether or not the dispute or controversy proceeds to final judgment. If the City or Developer is reasonably required to incur such out of pocket expenses and attorneys' fees as a result of any claim arising out of or concerning this Agreement or any right or obligation derived hereunder, then the prevailing party shall be entitled to recover such reasonable out of pocket expenses and attorneys' fees whether or not an action is filed.

18.7 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

18.8 Force Majeure. No Party shall be deemed to be in default if delays in performance or failures to perform are due to litigation filed to challenge the Existing Project Approvals, enactment of conflicting State or federal laws or regulations, floods, delays due to strikes, inability to obtain materials, civil commotion, fire, acts of God, or other circumstances which substantially interfere with carrying out the Project or with the ability of either the City or Developer to perform its obligations under this Agreement, and which are not due to actions on the part of Developer or the City and are beyond the reasonable control of Developer and the City. An extension of time for any such cause (a "**Force Majeure Delay**") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of actual knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date the event commenced and the estimated delay resulting therefrom. Notwithstanding the foregoing, a Force Majeure Delay shall not extend the term of this Agreement without the written consent of the City.

18.9 Estoppel Certificates. Within thirty (30) days following the receipt by City of a written request by Developer, the City shall execute and deliver to the requesting Developer a statement (an "estoppel certificate") certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the City alleges that specified (date and nature) defaults exist. The estoppel certificate shall also provide any other reasonable information requested. The failure to timely deliver a requested estoppel certificate shall constitute a conclusive presumption that this Agreement is in full force and effect without modification, except as may be represented by the requesting Developer, and that there are no uncured defaults in the performance of the requesting Developer, except as may be represented by the requesting Developer. The requesting Developer shall pay to City all reasonable administrative costs incurred by City in connection with the issuance of estoppel certificates under this Section prior to City's issuance of such certificates. Any such certificate may be and is intended to be relied upon by any person, including, but not limited to, the other Party, potential purchasers or lessees of all or any part of the Property, lenders or potential lenders.

18.10 Section Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

18.11 Time of Essence. Time is of the essence of this Agreement, and all performances required hereunder shall be completed within the time periods specified. Any failure of performance shall be deemed as a material breach of this Agreement.

18.12 Counterparts. This Agreement and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

18.13 Indemnification. Developer agrees, as a condition of approval of this Agreement, to indemnify, defend and hold harmless at Developer's expense, the City, the City Council, and the City's agents, officers and employees (collectively, the "**Indemnified Parties**") from and against any claim, action or proceeding commenced within the applicable time period, to attack, review, set aside, void or annul the approval of this Agreement, the Specific Plan or EIR or to determine the legality or validity of any provision hereof or obligation contained herein. The City shall promptly notify Developer of any such claim, action or proceeding of which the City receives notice, and the City will cooperate fully with Developer in the defense thereof. Developer shall provide a defense to the City with counsel selected by the City to defend both the City and Developer and shall reimburse the City for any court costs and reasonable attorney costs which the City may be required to pay as a result of any such claim, action or proceeding. The City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve the Developer of the obligations of this Section.

18.14 Reference of California Law. Unless expressly stated to the contrary, all references to statutes herein are to the California codes.

18.15 Interpretation of Agreement. The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The City and Developer acknowledge and agree that this Agreement has been prepared jointly by City and Developer and has been the subject of arm's length and careful negotiation over a considerable period of time, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction shall be utilized.

18.16 Institution of Legal Actions. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Ventura, State of California or in the United States District Court for the Central District of California.

Signatures on Following Page

IN WITNESS WHEREOF, the City and Developer hereto have each executed this Agreement as of the date first written above.

Developer:

SAKIOKA FARMS,
a California general partnership

By: _____

Name: _____

Title: _____

AMS CRAIG, LLC, a Delaware limited liability
company

By: _____

Craig Kaihara, Manager

City:

CITY OF OXNARD, a California municipal
corporation

By: _____

Tim Flynn, Mayor

ATTEST:

Michelle, Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

DESCRIPTION**Exhibit A**

The land referred to herein is situated in the County of Ventura, State of California, and is described as follows:

Parcel "C", and that portion of Parcel "D" of the resubdivision of the Subdivisions 45, 46 and part of 49, Rancho El Rio de Santa Clara o'La Colonia, in the City of Oxnard, County of Ventura, State of California, as per map filed in Book 2, Page 43 of Record of Surveys in the office of the County Recorder of said County, described as a whole as follows:

Beginning at a point in the Easterly line of Rice Road, 50 feet wide, as shown on said map at the Southwesterly terminus of that certain course in the Southerly boundary of the State Highway recited as "N. 70° 33' 43" E., 157.48 feet", in the deed to the State of California, recorded December 23, 1963 in Book 2450, Page 16 of Official Records as Document No. 76087, in said office of the County Recorder; thence along said certain course,

1st: North 69° 17' 35" East 157.48 feet; thence continuing along the Southerly boundary of the State Highway by the following 13 courses,

2nd: North 76° 49' 51" East 161.22 feet; thence,

3rd: North 89° 48' 08" East 204.28 feet; thence,

4th: South 88° 24' 53" East 711.16 feet, more or less, to the intersection with a line which is parallel with and distant Southerly 12.00 feet measured at right angles from the 13th course recited as "N. 86° 23' 35" W., 1842.44 feet", in the deed to the State of California recorded December 7, 1953 as Document No. 31569 in Book 1172, Page 229 of Official Records; thence along said parallel line and Easterly prolongation thereof,

5th: South 87° 07' 50" East 1422.22 feet more or less, to the intersection with the Westerly prolongation of a line which is parallel with and distant Southerly 12.00 feet, measured at right angles, from the 7th course recited as "N. 89° 27' 13" W., 721.73, feet", in said last mentioned deed; thence along said prolongation and parallel line,

6th: North 89° 48' 42" East 812.99 feet; thence,

7th: South 85° 07' 07" East 672.25 feet; thence,

8th: South 63° 48' 56" East 411.90 feet; thence,

9th: South 1° 02' 37" West 134.02 feet; thence,

10th: South 89° 48' 42" East 121.00 feet; thence,

11th: North 69° 42' 17" East 185.75 feet; thence,

12th: North 53° 11' 34" East 365.60 feet; thence,

DESCRIPTION**Exhibit A**

13th: North 69° 22' 05" East 75.96 feet; thence,

14th: South 89° 48' 42" feet East 110.23 feet, more or less, to the Easterly line of said Parcel "D"; thence along said Easterly line to and along the Easterly line of said Parcel "C",

15th: South 0° 00' 25" East 3535.29 feet, more or less, to the Southeasterly corner of said Parcel "C"; thence along the Southerly line of said Parcel "C",

16th: South 89° 47' 44" West 5258.60 feet to said Easterly line of Rice Road; thence along said Easterly line,

17th: North 0° 01' 15" West 3595.90 feet to the point of beginning.

EXCEPT that portion conveyed to the City of Oxnard in deed recorded April 29, 1988 as Document No. 88-58919.

ALSO EXCEPT all oil, gas, petroleum, hydrocarbons and mineral substances lying in, on, or under said land, but without the right to enter upon and use the surface and the subsurface of said land to a depth of 500 feet below the surface except upon those certain drill site easements and easements for ingress and egress and for utility and pipeline purposes as particularly described in those certain agreements executed by Frances M. Conway, et al., and by Xerox Corporation recorded December 22, 1969 as Document Nos. 66767, 66768, 66769, 66770, 66771 and 66772.

EXHIBIT "D"

NIAD IN LIEU CREDITS

CITY OF OXNARD – ASSESSMENT DISTRICT NO. 86-3

NORTHEAST INDUSTRIAL ASSESSMENT DISTRICT
IN-LIEU CREDITS

JUN 28, 1993

TRACT NO.	ORIGINAL OWNER OR DEVELOPER	CURRENT DEVELOPER, OWNER OR ASSESSOR'S PAR. #	ORIGINAL TRACT ACREAGE	TOTAL ASSESSMENT SERIES "A" *	CURRENT TRACT ACREAGE	WATER ASSESSMENT	PERCENT	WATER IN-LIEU CREDIT	SEWER ASSESSMENT	PERCENT	SEWER IN-LIEU CREDIT	STREET ASSESSMENT	PERCENT	STREET IN-LIEU CREDIT	TOTAL IN-LIEU CREDIT
	SAKIOKA	216-030-06,7,8,10	431.48	\$7,340,472.00	427.23	\$676,619.00	80.85%	\$547,046.46	\$1,033,815.00	67.60%	\$698,858.94	\$2,856,002.00	53.09%	\$1,516,251.46	\$2,762,156.86

* INFRASTRUCTURE IMPROVEMENTS ONLY

EXHIBIT "E"

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. 10,272

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CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 10,272

A RESOLUTION OF THE CITY OF OXNARD ESTABLISHING A POLICY
CONCERNING CREDIT IN LIEU OF PAYMENT FOR FACILITIES
FEES AND REIMBURSEMENT FOR CONSTRUCTION OF PLANNED FACILITIES
FOR DRAINAGE, WASTEWATER, TRAFFIC CIRCULATION, AND WATER SYSTEMS.

WHEREAS, Division 1 of Article V-A of Chapter 27 of the Oxnard City Code provides that a person may receive credit in lieu of payment of facilities fees; and

WHEREAS, Division 1 of Article V of Chapter 27 of the Oxnard City Code provides that a subdivider required to install improvements containing supplemental capacity shall be reimbursed for that portion of the cost of the improvements, including an amount attributable to interest, in excess of the construction required for the subdivision;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES AS FOLLOWS:

1. Credit in lieu of payment of facilities fees and cash reimbursements provided herein shall be available to persons constructing drainage, wastewater conveyance, wastewater treatment, traffic circulation, and water facilities as a condition of development or subdivision, which are consistent with the City's master plans.

2. For the purposes of this resolution, the word "facilities" and the phrase "type of infrastructure" shall mean drainage, wastewater conveyance, wastewater treatment, traffic circulation, or water facilities constructed within the City.

3. When a person is required by the City to construct facilities consistent with the City's master plans, the cost of such facilities shall be either credited to such person in lieu of the payment of facilities fees or reimbursed to such person by the City.

4. The amount of the credit in lieu of payment of facilities fees shall be limited to the person's actual engineering and construction costs to construct the facilities and shall not exceed the amount of the estimated facilities fees. Facilities fees estimates shall be determined by the City by assuming the highest and best use of the parcels under the approved zoning at the time of subdivision map recordations. The actual engineering and

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Resolution No. 10,272
Page 2

construction costs to construct the facilities shall be determined by the City based on and limited to unit costs and items established and revised from time to time by the Public Works Director.

5. A person who provides master planned facilities containing supplemental capacity, as provided in Section 27-79.1 of the Oxnard City Code, will be eligible for reimbursement based on the cost of the facilities used in calculating the facility fees in effect at the time of related map recordation; provided, however, that if the development is subject to a development agreement limiting or freezing facility fees, the person will be eligible for reimbursement based on the cost of the facilities used in calculating the facility fees in effect at the time of the development agreement, or as otherwise provided in the development agreement.

6. The person who provided the master planned facilities for which the credit was earned may use such credits to offset the amount of the facilities fees required to be paid by such person when such person receives a building permit. The credit may be used to offset facilities fees up to the full amount of each fee on parcels for which building permits are received by such person, but only with the project for which the facilities were provided, until the credits are exhausted.

7. If the master planned facilities were paid for from the proceeds of a special financing district formed after the date of adoption of Resolution No. 9797, September 19, 1989, such as an Assessment District or a Community Facilities District, then reimbursements or credits will be made pursuant to Resolution No. 9797 as follows:

(a) Any reimbursement will paid to the bond redemption fund.

(b) Any in-lieu of fee credit will be granted to the properties which are assessed or taxed through the special financing district and will be applied only to future fees for those properties.

8. Whenever facilities fees are paid by others than the person with the credit for that subdivision, the City shall pay to such person with the credit the amount of the facilities fees paid until the credit is exhausted.

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Page 3

9. Any credit in lieu of payment of facilities fees or payment by the City pursuant to paragraph seven, shall apply only to each specific type of infrastructure fee, so that the cost of one type of conditioned infrastructure shall not be accepted as credit in lieu of payment of the fee for another type of infrastructure. For example, the cost of wastewater conveyance facilities shall be credited only to future wastewater conveyance facility fees, and not to wastewater treatment, water, drainage, or traffic circulation facilities fees.

10. If a person sells all the remaining undeveloped parcels of a subdivision for which that person earned a credit, such person may assign those credits to the buyer of the parcels by providing to the Public Works Director a written notice of the assignment at the time the sale is completed.

11. Any person required to construct master planned facilities shall be reimbursed by the City for the actual engineering and construction costs in excess of the estimated facilities fees, as described above. The City shall usually spread reimbursements over a period of one to ten years, with each annual disbursement being limited to the greater of twenty thousand dollars (\$20,000) or ten per cent (10%) of the original reimbursement amount. The City will pay interest on outstanding balances during a fiscal year at a rate determined by the Finance and Management Services Director based on the average for the fiscal year of the rates paid by the Local Agency Investment Fund.

12. When a person is required to provide supplement capacity in non-master planned facilities as part of the subdivision conditioning process, the City shall enter into an agreement with such person to provide reimbursement pursuant to Section 27-79.1 of the Oxnard City Code.

13. No credit or reimbursement shall be made unless a written request therefore is made to the Director of Public Works.

14. This resolution shall become effective on December 23, 1991.

15. Any person who owned a parcel on June 7, 1988, within a subdivision with a final map recorded on or before June 7, 1988, shall retain any credits in the amount that would have been assigned to the parcel under the policy in effect prior to June 7, 1988. After June 7, 1988, if such parcel is sold, the credit shall be retained by the owner as of June 7, 1988.

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Resolution No. 10,272
Page 4

16. Resolution No. 9666, adopted March 28, 1989, is hereby repealed effective on the date this resolution becomes effective.

PASSED AND ADOPTED this 8th day of October, 1991, by the following vote:

AYES: Councilmembers Takasugi, Furr, Lopez, Maron

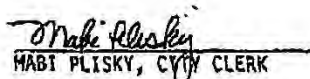
NOES: None

ABSENT: None

ABSTAIN: Councilman Plisky


NAO TAKASUGI, MAYOR

ATTEST:


MABI PLISKY, CITY CLERK

APPROVED AS TO FORM:


GARY L. GILLIG, CITY ATTORNEY

EXHIBIT “F”

MASTER PLANNED IMPROVEMENT REIMBURSEMENT POLICY

DATED JULY 6, 2010 AND UPDATED MARCH 15, 2017



Development Services Department Master Planned Improvement Reimbursement Policy

DATE: July 6, 2010 (Updated 3/15/2017)

TO: Development Community

FROM: Development Services Manager
City of Oxnard

SUBJECT: Policy Concerning Requests for Credit In-Lieu of Payment for Facilities Fees and Reimbursement for Construction of Planned Facilities for Drainage, Wastewater, Traffic Circulation and Water Systems under City Resolution 10,272

I. BACKGROUND:

New development within the City results in the need to provide new or upgraded infrastructure (Wastewater, Water, Storm Drain, and Traffic) to provide the necessary capacity to serve these new developments. The City has prepared Citywide Master Plans for the Oxnard Wastewater, Water and Storm Drain systems that forecast the necessary “master-planned” improvements and associated costs to serve new development. The City has run computer traffic models and prepared cost estimates of the traffic improvements needed to mitigate the traffic impacts of new development. Based on these cost estimates, the City Council has determined the average cost impact of various types of new development on the City’s infrastructure and implemented corresponding infrastructure impact fees to offset these impacts. These impact fees are imposed on new developments at the time building permits are issued. These fees are kept in separate accounts to be used to construct corresponding master-planned facilities.

Projects are sometimes conditioned to construct infrastructure improvements that are necessary to provide capacity to serve that project. If these conditioned improvements are determined to be master-planned improvements, the developer that constructed them is eligible to receive credits (“Fee Credits”) for the construction costs that can be used to offset the corresponding impact fee. If the cost of the improvements exceeds the impact fees for full build-out of the project, then the developer is eligible to receive reimbursement (“Excess Reimbursement”) for the excess costs.

II. POLICY:

The City Council of the City of Oxnard enacted Resolution (“Resolution”) 10,272 to establish

guidelines for implementation of the Fee Credit and Excess Reimbursement processes. The resolution states the following general guidelines:

- a) Fee Credits in lieu of payment of facilities fees and Excess Reimbursements shall be made available to developer constructing the master-planned facilities.
- b) The reimbursable engineering and construction costs to construct the master-planned facilities shall be determined by the City based on, and limited to, unit costs and items established and revised from time to time by the City.
- c) Fee Credits can only be used for building permits within the project for which the master-planned facilities were provided.
- d) Fee Credits in lieu of payment can only be used for the specific type of infrastructure fee for which a credit was received. (e.g. Fee Credits for master-planned water improvements can only be used to offset water conveyance fees and not against traffic impact fees)
- e) Excess Reimbursement shall be paid out at 10% per year or \$20,000 per year whichever is greater. Interest on the outstanding balance shall accrue at the rate determined by the Finance Director based on the average for the rates paid by the Local Agency Investment Fund. ("LAIF")
- f) No Fee Credit or Excess Reimbursement shall be made unless a written request is made to the City.

III. IMPLEMENTATION:

The City has determined, in accordance with resolution 10,272:

- Reimbursement unit costs shall be established based on a developer providing a minimum of 3 competitive bids that include quantities and unit prices for each item of work. (e.g. 344 LF of 6" curb at \$6.32 per LF)
 - This policy statement establishes which items of work are to be considered as reimbursable. (See "Reimbursable Items of Work" below)
 - It is strongly recommended that a reimbursement request preparer meet with Development Services staff prior to beginning preparation of the reimbursement submittal package to discuss the specific reimbursements and receive additional project specific advice.
- a) SUBMITTAL CHECKLIST: (minimum requirements – additional items may be required based on project specific issues)
- ☐ Submittal shall be in bound format with dividers and a table of contents (3-ring binders work well to allow addition/replacement of pages)
 - ☐ Copies of applicable approved sheets from construction drawings with reimbursable items highlighted in various colors (e.g. curb in red, asphalt in blue, sidewalk in yellow)
 - ☐ Spreadsheet with a quantity take-off for reimbursable items on a sheet-by-sheet basis (e.g. Sheet 14 of 28 - 345' of 6" curb/18" gutter) This format allows for easy checking of quantity take-off numbers
 - ☐ Copies of 3 independent bid proposals for all reimbursement items. Bid proposals can be separated by construction type (e.g. paving, landscaping, or engineering) but all items

must have 3 proposals that are signed and dated.

- ☐ Copies of design professional contracts should have a separate line item for design of the master-planned improvements
- ☐ A spreadsheet(s) comparing submitted bids (broken up by infrastructure type) with subtotals and grand totals as appropriate
- ☐ Copy of signed contract with low bidder
- ☐ Executed copies of any change orders processed during construction. Large change orders may require multiple bids.
- ☐ Proof of full payment to the contractor (and design professionals) for all work associated with reimbursement request
- ☐ Additional documentation that preparer deems helpful in processing of reimbursement request

b) REIMBURSABLE ITEMS OF WORK:

- Must be a master-planned improvement
- Must be permanent (transitional traffic striping or an asphalt sidewalk are temporary)
- Nothing that primarily serves a private use (e.g. a left-turn pocket on a primary arterial that serves a commercial shopping center would not be reimbursable)
- Laterals off a master-planned pipelines (including fire hydrants) are not reimbursable
- Sidewalk, curb, gutter and similar improvements shall be calculated to center of curb return when the connecting street is not also a master-planned street
- **NON-REIMBURSABLE GENERAL ITEMS** - The following items are specifically identified as not reimbursable under this program:
 - i) Premiums on Bonds
 - ii) As-built processing costs
 - iii) Overhead/Profit
 - iv) City License
 - v) Field Office
 - vi) Supervision
 - vii) City fees
- **REIMBURSABLE ITEMS** – The following items are generally reimbursable:
 - a) **Water:**
 - i) Pipeline
 - ii) Fittings (Tees, crosses, ells)
 - iii) Valves
 - iv) Reducers
 - v) Blowoffs, airvacs
 - vi) Engineering
 - b) **Wastewater:**
 - i) Pipeline
 - ii) Manholes
 - iii) Manhole ring and cover

- iv) Engineering
- c) **Storm Drain:**
 - i) Pipeline
 - ii) Manholes
 - iii) Junction Structures
 - iv) Headwalls
 - v) Engineering
- d) **Traffic:**
 - i) Curb, curb/gutter
 - ii) Sidewalk
 - iii) AC/Base
 - iv) Median landscaping (parkway landscaping is not eligible)
 - v) Median stamped concrete
 - vi) Traffic Interconnect Conduit and wire
 - vii) Signage and striping
 - viii) Traffic Signals
 - ix) Street lighting
 - x) Engineering (Civil and Traffic)
 - xi) Offsite (non-frontage) right-of-way
- c) **FINAL APPROVAL:**
 - When a final determination is made regarding Fee Credit and Excess Reimbursement amounts, the City will issue a letter memorializing the amount of reimbursable work and the method and timetable for reimbursement.
 - The following must be complete prior to issuance of a final determination letter:
 - ☐ Acceptance of improvements by the City
 - ☐ Approval of reimbursement amounts
 - ☐ Approval of “As-Built” plans for the project



REIMBURSEMENT POLICY ACKNOWLEDGEMENT

NOTICE TO DEVELOPER (Please sign and return)

Master-planned infrastructure is subject to Fee Credit or Excess Reimbursement in accordance with City Resolution 10,272 and the City's Master-Planned Improvement Reimbursement Policy ("reimbursement policy"). Developer acknowledges receiving a copy of the City reimbursement policy. Developer is specifically reminded that the reimbursement policy requires developer to obtain a minimum of 3 competitive bids with unit prices for all work for which reimbursement will be requested. Developer will be reimbursed using unit prices from the low bidder based on a quantity take-off of the reimbursable work. Items of work that are reimbursable are generally outlined in the reimbursement policy.

Public improvements are public work, as defined in Chapter 1 of part 7 of Division 2 of the Labor Code, to which Labor Code section 1771 applies. Developer shall comply with all requirements of law applicable to such construction.

Read and Acknowledged:

By (Developer):

_____ (Signature) _____ (Date)
 _____ (Print Name and Title)
 _____ (Company) _____ (Project Planning Permit No.)

Revised 03/2017



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

DATE: June 30, 2020

TO: City Council

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

SUBJECT: Fourth Amendment to Agreement with York Insurance Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Fourth Amendment to Agreement No. 7494-16-FN with York Insurance Services Group, Inc., to extend the expiration date one year to June 30, 2021, and increase the amount by \$195,000, for a total contract value of \$975,000 over the five-year term, for liability claims administration and adjustment services.

BACKGROUND

Staff is requesting authorization to enter into a Fourth Amendment to Agreement No. 7494-16-FN with York Insurance Services Group, Inc., to provide continuing liability claims management including investigative, adjustment, administrative and legal support services.

In April 2016, the City issued a request for proposals (RFP) and advertised on the City's website and VIDA newspaper. The City received a total of five (5) proposals, and based upon the criteria identified in the RFP, York Insurance Services Group, Inc. was selected as the most qualified to perform the work. This Fourth Amendment represents the fifth and final year of this agreement, with a one-year term of July 1, 2020 to June 30, 2021. An RFP will be issued in the Fall of 2020 for a new contract beginning July 1, 2021.

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 sufficient budget in the Public Liability Fund Professional Contract Expense Account (701-1704-852-8209) in Fiscal Year 2020-21 to cover the Fourth Amendment to Agreement No. 7494-16-FN with York Insurance Services Group, Inc.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Mike More, Human Resources Manager

ATTACHMENTS

1. Attachment No 1 - York 4th Amendment
2. Attachment No 2 - York Original Agreement & Prior Amendments

Agreement No. 7494-16-FN**FOURTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES**

This Fourth Amendment ("Fourth 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 July 2020, by and between the City of Oxnard, a municipal corporation ("City"), and York Insurance Services Group, Inc. ("Consultant"). This Fourth Amendment amends the Agreement entered into on July 1, 2016, by City and Consultant. The Agreement previously has been amended by a First Amendment on July 1, 2017, by a Second Amendment on July 1, 2018, and by a Third Amendment on July 1, 2019. All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Agreement.

WHEREAS, the parties wish to extend the Agreement as set forth herein; and

WHEREAS, City and Consultant wish to amend the fee schedule of the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 12 of the Agreement is revised and restated so that the expiration date of the Agreement shall be June 30, 2021.
2. Section 14a. of the Agreement is amended to read as follows:

"City agrees to pay Consultant an amount not to exceed \$975,000 for the Services at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein. Notwithstanding the foregoing, for the period of July 1, 2020 to June 30, 2021, Exhibit B shall be disregarded and City shall pay a flat fee of \$195,000 in $\frac{1}{4}$ increments each quarter ended September 30, 2020, December 31, 2020, March 31, 2021, and June 30, 2021."

3. All other terms of the Agreement shall remain in force and unchanged. Any conflicts between this Amendment and the original Agreement, including any prior executed amendments, shall be superseded by the terms provided herein.

[Signatures on next page]

Agreement No. 7494-16-HR

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

CITY OF OXNARD

☐ Tim Flynn, Mayor

Date

VENDOR/CONTRACTOR/CONSULTANT

DocuSigned by:

J. Edward Peel

5/29/2020

J. Edward Peel, Senior Vice President

Date

DocuSigned by:

Stephen R. Hurley

5/29/2020

Stephen Hurley, Assistant Secretary

Date

ATTEST:

Michelle Ascencion, City Clerk

Date

APPROVED AS TO FORM:

[Signature]

Stephen M. Fischer, City Attorney

Date

5/8/2020

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. 7494-16-FN**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 1st day of July 2019, by and between the City of Oxnard, a municipal corporation ("City"), and York Insurance Services Group, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on July 1, 2016, by City and Consultant. The Agreement previously has been amended on July 1, 2017, by a First Amendment and on July 1, 2018 by a Second Amendment.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "June 30, 2019" is deleted and replaced with the date "June 30, 2020."
2. Section 14a. of the Agreement is amended to read as follows:

"City agrees to pay Consultant an amount not to exceed \$780,000 for the Services at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein. Notwithstanding the foregoing, for the period of July 1, 2019 to June 30, 2020, Exhibit B shall be disregarded and City shall pay a flat fee of \$195,000 in $\frac{1}{4}$ increments each quarter ended September 30, 2019, December 31, 2019, March 31, 2020, and June 30, 2020."
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

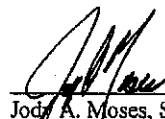
Agreement No. 7494-16-HR

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



Jody A. Moses, Senior Vice President

September 20, 2019

Date



Michael Krawitz, Board Secretary

September 21, 2019

Date

ATTEST:

Michelle Ascencion, City Clerk

Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

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. 7494-16-HR

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

CITY OF OXNARD

VENDOR/CONTRACTOR/CONSULTANT

Tim Flynn 10/11/19
☐ Tim Flynn, Mayor Date

 Jody A. Moses, Senior Vice President Date

ATTEST:

Michelle Ascencio 10/2/19
 Michelle Ascencio, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer 9/10/19
 Stephen M. Fischer, City Attorney 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. 7494-16-FN**SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES**

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of July 2018, by and between the City of Oxnard, a municipal corporation ("City"), and York Insurance Services Group, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on July 1, 2016, by City and Consultant. The Agreement previously has been amended on July 1, 2017, by a First Amendment.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "June 30, 2018" is deleted and replaced with the date "June 30, 2019."
2. In Section 14 of the Agreement, the amount "\$390,000" is deleted and replaced with the amount "\$585,000."
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]



Agreement No. 7494-16-HR

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

CITY OF OXNARD

VENDOR/CONTRACTOR/CONSULTANT

Tim Flynn 7/17/18
☐ Tim Flynn, Mayor Date

Jody A. Moses, Senior Vice President Date

ATTEST:

Michelle Ascencion 7/17/18
 Michelle Ascencion, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer 5/11/18
 Stephen M. Fischer, City Attorney Date

APPROVED AS TO CONTENT:

Steve Naveau 5/11/18
 Steve Naveau, Department Head Date

APPROVED AS TO INSURANCE:

Mike More 5/11/18
 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. 7494-16-HR

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


 Jody A. Moses, Senior Vice President

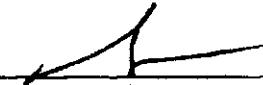
June 27, 2018
 Date

ATTEST:

Michelle Ascencion, City Clerk

Date

APPROVED AS TO FORM:


 Stephen M. Fischer, City Attorney

Date

5/11/18

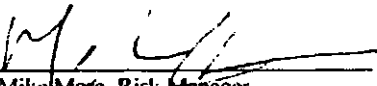
APPROVED AS TO CONTENT:


 Steve Naveau, Department Head

Date

5/14/18

APPROVED AS TO INSURANCE:


 Mike More, Risk Manager

Date

5/11/18

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. 7494-16-FN

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

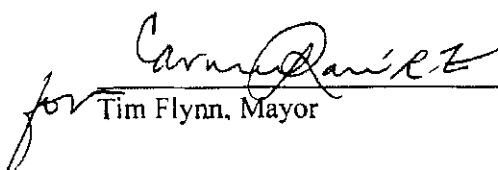
This First Amendment ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of July 2017, by and between the City of Oxnard, a municipal corporation ("City"), and York Insurance Services Group, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on July 1, 2016, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "June 30, 2017" is deleted and replaced with the date "June 30, 2018."
2. In Section 14 of the Agreement, the amount "\$195,000" is deleted and replaced with the amount "\$390,000."
3. Section 21 of the Agreement is replaced with the new section 21, attached hereto as Attachment 1.
4. In Exhibit B, the Hourly Rate of "\$80.00/hr" is deleted and replaced with the Hourly Rate of "\$81.00/hr."
5. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT



Tim Flynn, Mayor

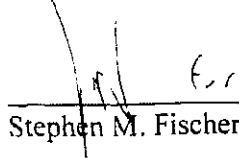
Jody A. Moses, Senior Vice President

ATTEST:



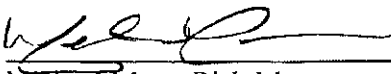
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:



Michael More, Risk Manager


Agreement No. 7494-16-FN

FIRST AMENDMENT TO THE 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 July 2017, by and between the City of Oxnard, a municipal corporation ("City"), and York Risk Services Group, Inc. (f/k/a York Insurance Services Group, Inc.) ("Consultant"). This First Amendment amends the Agreement entered into on July 1, 2016, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "June 30, 2017" is deleted and replaced with the date "June 30, 2018."
2. In Section 14 of the Agreement, the amount "\$195,000" is deleted and replaced with the amount "\$390,000."
3. Section 21 of the Agreement is replaced with the new section 21, attached hereto as Attachment 1.
4. In Exhibit B, the Hourly Rate of "\$80.00/hr" is deleted and replaced with the Hourly Rate of "\$81.00/hr."
5. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

Jody A. Moses, Senior Vice President

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, City Attorney

Michael More, Risk Manager

Attachment I

21. Indemnification

a. Consultant shall indemnify, defend and hold harmless City, its City Council, each member thereof, and its directors and officers (the "Indemnified Parties") against any and all third-party claims and related costs and expenses (including, without limitation, fines, damages, liabilities, liens, losses, costs and expenses, including reasonable attorney's fees and litigation expenses) (collectively, "Losses") incurred by any Indemnified Party, to the extent attributable to (i) any breach, by Consultant, of this Agreement, (ii) a violation, by Consultant, of applicable law so long as City did not in any way participate in or consent to the action or omission that was deemed unlawful, and (iii) any negligent or willful misconduct or negligent omission of Consultant. In no event shall Consultant be liable in connection with any Loss, or any portion thereof, that would have been incurred by City absent the event described in clauses (i) through (iii).

b. In no event shall either party be liable to the other or an Indemnified Party for incidental, special, punitive, exemplary, or consequential damages (including, without limitation, any interest, fines, or penalties) arising out of the performance or breach of this Agreement, regardless of the form of action, even if such party is aware of the possibility of such damage.

c. The above defense, indemnification and hold harmless undertakings shall survive the termination of this Agreement.

d. The following is the exclusive process to obtain indemnification rights hereunder: the Indemnified Party shall promptly notify in writing Consultant of any Losses for which indemnification is sought, following actual knowledge of such Losses. Consultant shall have the right and option to undertake and control of the defense of such action with counsel of its choice, provided however that (i) the Indemnified Party at its own expense may participate and appear on an equal footing with the Consultant in the defense of any such Losses, and (ii) the Indemnified Party may undertake and control of such defense in the event of the material failure of Consultant to undertake and control the same. Notwithstanding anything herein to the contrary, neither party shall concede or settle or compromise any Losses without the prior written approval of the other party, except Consultant may enter into a concession or settlement or compromise that: (A) does not impose any financial or non-financial burden on the Indemnified Party, (B) includes a full and unconditional release of the Indemnified Party and any applicable related persons from all liabilities in respect of such Losses, (C) does not require any payment or performance by the Indemnified Party (other than execution of reasonable settlement papers and releases), and (D) does not admit liability or wrongdoing by the Indemnified Party.

Agreement No. 7494-16-FN

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("**Agreement**") is made and entered into in the County of Ventura, State of California, this 1st day of July, 2016, by and between the City of Oxnard, a municipal corporation ("**City**"), and York Insurance Services Group, Inc. ("**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 City Attorney and Risk Manager ("**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 Robert Powers 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 July 1, 2016, and expire on June 30, 2017.

13. Termination

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

agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

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

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$195,000 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

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

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 York Insurance Services Group, Inc., P.O. Box 619058, Roseville, CA. 93006, Attention: Jody A. Moses.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Finance Department, 300 West Third Street, Suite 302, Oxnard, California 93030, Attention: Michael More.

41. Amendment

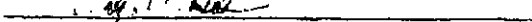
City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies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

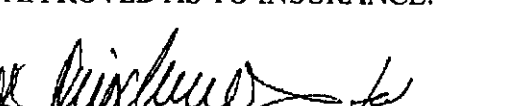
CITY OF OXNARD

York Insurance Services Group, Inc.

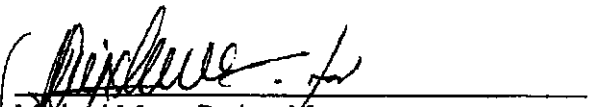

Greg Nyhoff, City Manager
Jody A. Moses, Senior Vice President

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

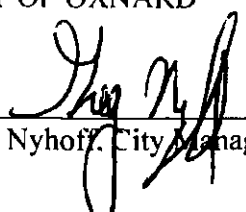

Stephen M. Fischer, Interim City Attorney
Risk Manager

APPROVED AS TO CONTENT:


Michael More, Project Manager

CITY OF OXNARD

York Insurance Services Group, Inc.

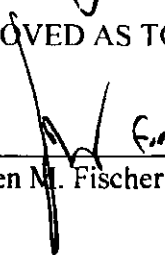


Greg Nyhoff, City Manager

Jody A. Moses, Senior Vice President

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

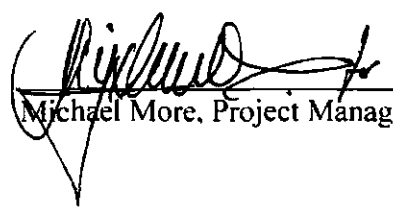


Stephen M. Fischer, Interim City Attorney



Risk Manager

APPROVED AS TO CONTENT:



Michael More, Project Manager

EXHIBIT A**SCOPE OF SERVICES**

1. **General:** (a) Contractor agrees to administer the City's self-insurance retention program and shall act as the City's representative in connection with the investigation, adjustment, processing, supervision and resolution of general liability, motor vehicle liability, property damage and potential money damage claims asserted by third parties against City, or against parties for whom City is alleged to be legally responsible, which are premised upon allegations of willful, intentional, negligent or careless acts and/or omissions. (b) City will authorize contractor to settle any and all claims and cases in an amount not to exceed \$15,000.
2. **Investigative Services:** Contractor will provide complete investigative services including, but not limited to:
 - (a) Receipt and examination of all reports of accidents, incidents, or claims that are or may be the subject of claims.
 - (b) Investigate accidents, incidents, or claims where the examination warrants such investigation to include on-site investigation, photographs, interviewing of witnesses, determination of losses and other such investigative services necessary to determine any City losses, but not to include extraordinary investigative services outside the expertise of the contractor.
 - (c) Maintain service on a 24-hour, 7 days per week basis, to receive telephone reports of any incident or accident which may be the subject of a liability claim, and provide immediate investigative services to the extent necessary to provide a complete investigation.
 - (d) Undertake items of investigation requiring special handling for City at the direction of the City Attorney or authorized representative.
3. **Adjustment Services:** Contractor will provide complete adjustment services on each accident or incident which is or may be the subject of a claim. Such services shall include:
 - (a) Maintain a claim file on each potential or actual claim reported.
 - (b) Process any such claim or potential claim for settlement in accordance with instructions and policies of City for settlement of such claims.
 - (c) Notify City's primary and excess carriers of all claims which exceed or may exceed City's self-insurance retention.
 - (d) Act as liaison between the insurance carriers and the City on matters affective the adjustment of such claims.
 - (e) Maintain records on any such claim and notify City when City is entitled to reimbursements for loss in excess of retention.
 - (f) Obtain settlement agreements and releases upon settlement of claims or potential claims not in litigation.
 - (g) Litigation management at direction of City Attorney.

4. Administrative Services: Contractor will provide the following administrative services:

- (a) Assist in training at the request of the City.
- (b) Assist City in preparing accident kits for City vehicles.
- (c) Assign a principle account adjuster satisfactory to City to provide liaison between City and contractor. Robert Powers, Regional liability Claims Manager and Account Manager, will continue to provide administrative services pursuant to the the City's requierments.
- (d) Provide tabulated monthly statistical reports and status reports of all reported claims. Monthly reports shall indicate the status of each reported open claim, the outstanding reserves for each claim and details of all claim payments during the month. The status report shall be delivered to the City Attorney and Risk Manager within fifteen days of the close of each calendar month.
- (e) Periodically review and adjust reserves on all open claims.
- (f) Assist City Attorney in selection of special counsel, if requested.
- (g) Establish and maintain a bank account which shall be used exclusively for payment of claims against the City and related defense costs.
- (h) Administer a bank account in conformance with the agreed City procedures.
- (i) Investigate and handle through conclusion telephone adjusted claims.
- (j) Prepare monthly Watch List for the Liability Review Committee.
- (k) Attend meetings and prepare status reports at the request of the City Attorney, for meetings of Liability Review committee.
- (l) Prepare an Internal Revenue Service Form Number 1099 for service providers as required by the Internal Revenue Code.
- (m) Provide loss information for the City's annual excess liability application.

5. Legal Support Services: Contractor will provide the following legal support services on each claim in which a third party claimant has commenced or threatened to commence litigation:

- (a) Upon notification by the City Attorney that litigation has been filed on an open claim, meet with special counsel and provide special counsel with all information and files concerning the claim.
- (b) Cooperate with and assist any attorney assigned to litigation of open claims and provide such investigative services as directed during pre-trial and trial stages.
- (c) Assist in answering any interrogations or requests for admissions filed by third parties.
- (d) At the request of the City Attorney, attend mandatory settlement conferences on behalf of City.
- (e) At the request of the City Attorney, appear on behalf of City in small claim actions filed against City on open claims handled by contractor.
- (f) Review, evaluate, and monitor special counsel statements of services.
- (g) Regularly and reasonably discuss and review investigation issues, discovery, and case strategy with special counsel.
- (h) Review case evaluations, correspondence and status reports forwarded to contractor by special counsel.
- (i) Cooperate with special counsel as a team with an open communication approach on each case to obtain the most economical and best result for the City.

EXHIBIT B
COMPENSATION RATES

1. City agrees to pay Consultant for services described in Exhibit A at the following rates:

Investigation/Adjuster Services:

Hourly Rate \$80.00/hr*

Mileage	IRS Rate
Photographs	\$2.00/color print
Other Expenses	at Cost
Administration Fee	\$3,500

*Overtime and double time is generated for work that requires the adjusted to work outside regular business hours 8:00 a.m. – 5:00 p.m.

Overtime:	\$100.00/hr
Double time:	\$120.00/hr

2. City agrees to pay consultant for Legal Support Services described in Exhibit A, Section 5 at the rates specified in Section 1 above. The cost of Legal Support Services shall be charged directly to applicable claim or case by Consultant.

EXHIBIT INS-A**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

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 \$500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

City 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

141

[illegible]



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
06/16/2016

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 MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454 Attn: Morristown.certrequest@marsh.com Fax 212-948-0979	CONTACT NAME: _____ PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																					
123456-GAWUP-15-16 INSURED Onex York Holdings Corp. and its Subsidiaries 1 Upper Pond Road Building F, 4th Floor Parsippany, NJ 07054	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A:</td><td>Zurich American Insurance Company</td><td>16535 A²</td></tr> <tr> <td>INSURER B:</td><td>N/A</td><td>N/A</td></tr> <tr> <td>INSURER C:</td><td>Aspen Specialty Insurance Company</td><td>10717 A</td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich American Insurance Company	16535 A ²	INSURER B:	N/A	N/A	INSURER C:	Aspen Specialty Insurance Company	10717 A	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B:	N/A	N/A																				
INSURER C:	Aspen Specialty Insurance Company	10717 A																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** NYC-007624822-18 **REVISION NUMBER:** 10

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: _____		CPO 5820234-02	12/15/2015	12/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$ _____
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		BAP 5820233-02	12/15/2015	12/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ OTHER \$ _____
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED: _____ RETENTION \$ _____					EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ OTHER \$ _____
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 ☐ N/A	WC 5820235-02	12/15/2015	12/15/2016	☒ 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 RETENTION: \$1M (PER CLAIM)		LR003TG15	06/30/2015	06/30/2016	LIMIT 10,000,000 RETENTION 500,000 APPLIES TO CLASS ACTION CLAIMS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CITY OF OXNARD, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE ADDITIONAL INSURED (EXCEPT WORKERS COMPENSATION)
 AS REQUIRED BY WRITTEN CONTRACT SUBJECT TO POLICY TERMS AND CONDITIONS. THE ABOVE REFERENCED COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY. ONLY AS REQUIRED BY WRITTEN CONTRACT. SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO WORKERS COMPENSATION.

CERTIFICATE HOLDER
CANCELLATION

CITY OF OXNARD RISK MANAGER 300 WEST THIRD ST., SUITE 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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AGENCY CUSTOMER ID: 123456

LOC #: Morristown



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY MARSH USA, INC.		NAMED INSURED Onex York Holdings Corp. and its Subsidiaries 1 Upper Pond Road Building F, 4th Floor Parsippany, NJ 07054
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

NAMED INSUREDS.

ADIN HEALTHCARE, INC.
 ALAMED HOLDINGS, INC.
 ARIC OF MISSISSIPPI, INC.
 ARROWOOD INVESTMENT GROUP, LLC
 ATLANTIC GATEWAY INTERNATIONAL (SAC) LTD.
 ATTENTA SERVICES, LLC
 AXIS (EASTERN CARIBBEAN) LIMITED
 AXIS (JAMAICA) LIMITED
 AXIS DE ARGENTINA S.A.
 AXIS INTERNATIONAL SERVICES LTD.
 BICKMORE
 BROWN REHABILITATION MANAGEMENT, INC.
 CAREWORKS LTD.
 CAREWORKS OF OHIO LTD.
 CAREWORKS TECHNOLOGIES LTD.
 CAREWORKS USA LTD.
 CCI INVESTMENTS, LLC
 CCO, INC.
 CMI, A YORK RISK SERVICES COMPANY, INC.
 DONALO K. SAMS & ASSOCIATES, INC.
 F. A. RICHARD & ASSOCIATES, INC.
 FARA ADJUSTING SERVICES, INC.
 FARA BENEFIT SERVICES, INC.
 FARA BUSINESS SERVICES, INC.
 FARA GENERAL AGENCY, INC.
 FARA SECURITY SERVICES, INC.
 FOX HILL HOLDINGS, INC.
 FRANK GATES (BERMUDA) LTD.
 FRANK GATES ACCLAIM, INC.
 FRANK GATES ALTERNATIVE RISK, LLC
 FRANK GATES OF NEW YORK, INC.
 G2 TECHNOLOGIES, INC.
 INTEGRATED RISK MANAGEMENT, INC.
 JI SPECIAL RISKS INSURANCE AGENCY, INC.
 JI SPECIALTY SERVICES, INC.
 JOSEPH IVY FINANCIAL GROUP, INC.
 NATIONAL EMPLOYERS NETWORK ALLIANCE, INC.
 NEXUS ASSET ACQUISITION CO.
 OHP, INC.
 OMAC AGENCY, INC.
 ONEX YORK FINANCE LLC
 ONEX YORK FINANCE LP
 ONEX YORK MID CORP.
 PERSI, LLC
 PUBLIC ENTITY RISK SERVICES OF ILLINOIS, LLC
 PUBLIC ENTITY RISK SERVICES OF OHIO, INC.

AGENCY CUSTOMER ID: 123456

LOC #: Morristown



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY MARSH USA, INC.		NAMED INSURED Onex York Holdings Corp. and its Subsidiaries 1 Upper Pond Road Building F, 4th Floor Parsippany, NJ 07054
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

RISK CONTROL 360, LLC
 RISK MANAGEMENT SOLUTIONS, INC.
 RISKCONTROL SERVICES, LLC
 RMS ACQUISITION, INC.
 ROCKPORT COMMUNITY NETWORK, INC.
 SAMS & ASSOCIATES, INC.
 SAMS INVESTIGATIONS UNLIMITED, INC.
 THE FRANK GATES COMPANIES, INC.
 THE FRANK GATES SERVICE COMPANY
 THE FRANK GATES SERVICE COMPANY INTEGRATED MANAGED CARE HEALTH PLAN, INC.
 THE RISK MANAGEMENT PLANNING GROUP, INC.
 VANTAGE HEALTH PLAN, INC.
 VISUAL RISK SOLUTIONS, INC.
 VOCWORKS LTD.
 WELLCOMP MANAGED CARE SERVICES, INC.
 YORK INSURANCE ACQUISITION, LLC
 YORK INSURANCE HOLDINGS, INC.
 YORK INSURANCE PARENT CORP.
 YORK INSURANCE SERVICES GROUP, INC. - CALIFORNIA
 YORK PRO, INC.
 YORK RISK CONTROL SERVICES, LLC
 YORK RISK POOLING SERVICES, INC.
 YORK RISK SERVICES GROUP INTERNATIONAL HOLDINGS LTD.
 YORK RISK SERVICES GROUP, INC.
 YORK RISK SERVICES GROUP, INC. - FLORIDA
 YORK RISK SERVICES HOLDING CORP.
 YORK RISK SERVICES ORGANIZATION, INC.
 YORK RSG (INTL) COLOMBIA SAS
 YORK RSG (INTL) LTD.
 YORK RSG (INTL) MEXICO S. DE R.L. DE C.V.
 YORK SPECIAL INVESTIGATIONS, INC.
 YORK WMCS CORP.

THE FOLLOWING ARE INCLUDED AS ADDITIONAL NAMED INSURED UNDER THE ONEX YORK PROGRAM EFFECTIVE 01/05/2015:

MCMC LLC
 MCMC INDEPENDENT EXAMS, LLC
 COMPEVAL DD EXAMS, LLC
 LITIGATION SOLUTIONS, LLC
 MANAGED CARE NETWORK SERVICES, LLC
 COMPPARTNERS INC

THE FOLLOWING ARE INCLUDED AS ADDITIONAL NAMED INSURED UNDER THE ONEX YORK PROGRAM EFFECTIVE 09/01/2015:

QUICK CAT, LLC

POLICY NUMBER: BAP 5820233-02

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Onex York Holdings Corporation**Endorsement Effective Date:** 12/15/2015**SCHEDULE****Name Of Person(s) Or Organization(s):**

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number
CPO 5820234-02

SCHEDULE OF FORMS AND ENDORSEMENTS

Zurich American Insurance Company

Named Insured ONEX YORK HOLDINGS CORPORATION

Effective Date: 12-15-15

12:01 A.M., Standard Time

Agent Name MARSH USA INC

Agent No. 10099-000

U-GL-1175-E CW 04-12 ADL INSD A/MATIC OWNER, LESSEE, CONTRACT

U-GL-1330-B CW 08-12 FINANCIAL INSTITUTIONS EXTENSION



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: YORK INSURANCE ACQUISITION, LLC

Address (including ZIP Code):

99 CHERRY HILL RD, PARISPPANY, NJ
07054

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. Section II – Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

However, if you have entered into a construction contract or construction agreement with an additional insured person or organization, the insurance afforded to such additional insured only applies to the extent permitted by law.

- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability, but 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, and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

- C. However, regardless of the provisions of Paragraphs A. and B. above:**

1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.

- D. The insurance provided to the additional insured person or organization does not apply to:**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy Number: WC 5820235-02

Form Number & Edition Date

Form Name

FORMS AND ENDORSEMENTS

WC 00 03 13

04-84

WAIVER OF RIGHTS TO RECOVER FROM OTHERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

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

Policy No

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned By _____

WC 00 03 13

(Ed. 4-84)

Workers Compensation and Employers Liability Insurance Policy



ZURICH AMERICAN INSURANCE COMPANY

A stock insurance company

A member company of Zurich North America

Administrative office:

Zurich Towers

1400 American Lane

Schaumburg, Illinois 60195-1056

Insured

ONEX YORK HOLDINGS CORPORATION

ONE UPPER POND RD.

BLDG F 4TH FLOOR

PARSIPPANY NJ 07054-1102

Producer

MARSH USA INC

445 SOUTH ST STE 210

MORRISTOWN NJ 07960-6454

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

Nancy D. Mueller

President

D. J. K...f

Secretary



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

DATE: June 30, 2020

TO: City Council

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

SUBJECT: Property Insurance Purchase Order for Fiscal Year 2020-21.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Purchase Order 7697 in the amount of \$492,403 with Alliant Insurance Services, Inc. for property insurance coverage during Fiscal Year 2020-21.

BACKGROUND

On April 16, 2019, City Council approved the withdrawal from the Big Independent Cities Excess Pool (BICEP). BICEP is a joint powers authority through which, in the past, the City obtained its general liability insurance and other lines of coverage. Historically, the City, as a member of BICEP, purchased its property insurance through a joint purchase program known as the Alliant Property Insurance Program (APIP).

In 2020, the commercial property market has continued to harden due to significant losses to insurance carriers over the past few years. Several carriers are exiting or significantly reducing insurance capacity in areas prone to natural catastrophes (CAT). Three market leaders - AIG, FM Global and Lloyd's of London - are highly scrutinizing their North American property business, which has impacted capacity, rates, and coverage. The reduction in carriers combined with an increase in CAT losses has resulted in pricing inflation as well as coverage limitations. Many of the CAT losses of 2017 (the worst CAT year in history) and 2018 (the fourth largest loss year) continue to include higher than expected loss development. This has continued through 2019 into 2020, especially with the uncertainty concerning COVID-19.

Staff has evaluated several property insurance options and has determined that the APIP property insurance program continues to provide the highest level of coverage at the lowest premium cost, despite the fact that the premium has increased 24.4 percent over Fiscal Year 2019-20, from \$395,830 to a new total of \$492,403. The insurance coverage proposed to be purchased for Fiscal Year 2020-21 is similar to what was purchased in Fiscal Year 2019-20, the highlights of which are as follows:

- \$500 million per occurrence all perils (excludes earthquake and flood)
- \$100 million combined rental interruption
- \$25 million course of construction and additions
- Vehicle coverage included
- Replacement cost value
- Deductible of \$50,000 per occurrence for real property losses
- Cyber liability aggregate limit of \$2,000,000 (\$100,000 deductible)

The primary differences in the coverage for FY 2020-21 through the APIP program include the following:

- The deductible for vehicles valued over \$200,000 is increasing from \$25,000 to \$100,000. The deductible for all other vehicles remains \$25,000. In FY 2019-20, all vehicle losses were subject to a \$25,000 deductible.
- Communicable disease coverage (e.g., COVID-19) is no longer included or available. In FY 2019-20, this coverage was provided through the APIP Program. The City submitted a claim for loss of business income relative to the COVID-19 pandemic.

Staff evaluated another property insurance proposal from Arthur J. Gallagher & Co. which was far more costly at a total premium of \$1.26 million. The coverage discussed above provides the most efficient combination of the lowest available premium with the most reasonable deductible.

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

In Fiscal Year 2020-21, a total of \$492,403 will be charged to the Public Liability and Property Damage Operating Fund 701. Sufficient funds are included in the Fiscal Year 2020-21 Budget to pay for this expenditure.

COMMITTEE OUTCOME

This item did not originate in Committee. The purchase of insurance is an annual occurrence. Additionally, insurance quotes are generally provided in mid- to late-June before the beginning of the next fiscal year, precluding an extensive review period.

Prepared by: Mike More, Human Resources Manager

ATTACHMENTS

1. Attachment No 1 - PO 7697 Alliant



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

ITEM #K-6

**PURCHASE
ORDER NO.
007697**

DATE: 6/11/2020

VENDOR PHONE: (949)756-0271

VENDOR FAX: () -

VENDOR #: 15038

VENDOR ADDRESS: ALLIANT INSURANCE SERVICES, SHIP TO: HUMAN RESOURCES
IN
1301 DOVE STREET, SUITE 2 300 W THIRD ST, 1ST FL
NEWPORT BEACH, CA 92660 OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/30/2021		N/A	06/11/2020		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		70117048528245		PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	APIP PROPERTY INSURANCE COVERAGE	
492,403.00		1.0000 492,403.00
/ DL		

PURCHASE OF PROPERTY INSURANCE FOR FISCAL YEAR
2020-21.
COUNCIL DATE: 6/30/20, ITEM L-4.
ROUTINE OPERATIONAL/DOES NOT RELATE TO THE FOUR
STRATEGIC PLANS ADOPTED BY COUNCIL ON 5/17/16

TOTAL PURCHASE AMOUNT	\$492,403.00
------------------------------	---------------------

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE. _____

See to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
 - ii. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.7**

DATE: June 30, 2020

TO: City Council

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

SUBJECT: Purchase Order for General Liability Insurance for Fiscal Year 2020-21.

RECOMMENDATION

That the City Council approve the expenditure of Fiscal Year 2020-21 funds in the amount of \$1,004,801 for general liability insurance to be purchased through the City's broker, Arthur J. Gallagher & Co., and authorize the Mayor to execute Purchase Order No. 7375 in Fiscal Year 2020-21 for the payment thereof.

BACKGROUND

On April 16, 2019, the City Council approved the withdrawal from the Big Independent Cities Excess Pool (BICEP). BICEP is a joint powers authority through which the City has obtained its general liability insurance and other lines of coverage. Through the City's new broker, Arthur J. Gallagher & Co., staff was able to obtain a stand-alone insurance quote for Fiscal Year 2019-20 with superior coverage and a lower premium than what was provided by BICEP.

For Fiscal Year 2020-21, the coverage types and amounts remain the same as the prior year, as follows:

Coverage and Limits

General Liability/Sexual Abuse Liability Limit Per Occurrence = \$30,000,000
 General Liability/Sexual Abuse Liability Limit Aggregate Limit = \$32,000,000
 Auto Liability Limit Per Accident = \$30,000,000
 Public Officials Liability Limit Per Occurrence = \$30,000,000
 Public Officials Liability Aggregate Limit = \$32,000,000
 Employment Practices Liability Limit Per Occurrence = \$30,000,000
 Employment Practices Liability Aggregate Limit = \$32,000,000

(Insurers: Argonaut/ Hallmark / Arch / Berkley / Great American)

As a further benefit, all defense (litigation) costs do not erode the insurance limits and are paid by the insurer over and above the limits referenced above. At the same time, any defense costs paid by the City within its \$1 million self-insured retention (SIR) would be applied toward the City's SIR.

The liability insurance premium of \$1,004,801 for FY 2020-21 has increased by 59 percent over the prior year's premium of \$633,818 (both numbers inclusive of \$60,000 brokers' fee per Agreement No. 8594-19-HR). This percentage increase in premium is consistent with that of other public agencies in California for FY 2020-21, with an estimated 91 percent of the broker's clients experiencing premium increases. The proposed FY 2020-21 premium is still less than the \$1,554,604 paid to BICEP for liability coverage in FY 2018-19.

According to the City's insurance broker, the increase is primarily due to recent events including widespread civil unrest, looting, and riots. The increase is also a result of rising litigation and larger jury verdicts in California ("social inflation"). The broker also reported that many insurers are withdrawing from the California municipal market and are discontinuing offering law enforcement liability protection, resulting in fewer insurers from which coverage can be purchased. Other insurers from which the City's broker sought quotes declined coverage within the first \$5 million layer. Insurers that declined included Trident, Lexington, AIX, Allied World, Safety National, Genesis, and Evanston.

In future years, the City may need to increase its \$1 million self-insured retention to a higher amount to lessen the impact of premium increases. Staff will evaluate all available options for the FY 2021-22 insurance renewal.

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

In Fiscal Year 2020-21, a total of \$1,004,801 will be charged to the Liability and Property Damage Fund (Acct #701-1704-852-8247). Sufficient funds are included in the Fiscal Year 2020-21 budget to pay for this expenditure.

COMMITTEE OUTCOME

This item did not originate in Committee. The purchase of insurance is an annual occurrence. Additionally, insurance quotes are generally provided in mid- to late-June before the beginning of the next fiscal year, precluding an extensive review period.

Prepared by: Mike More, Human Resources Manager

ATTACHMENTS

1. Attachment No 1 - PO 7375 Arthur J. Gallagher & Co.



PURCHASE ORDER
 CITY OF OXNARD
 300 WEST 3RD STREET
 OXNARD, CA 93030

ITEM #K-7

**PURCHASE
 ORDER NO.
 007375**

DATE: 6/17/2020

VENDOR PHONE: (0) -
VENDOR FAX: () -
VENDOR #: 22301
VENDOR ADDRESS: ARTHUR J GALLAGHER & CO. **SHIP TO:** HUMAN RESOURCES
 INSUR
 BROKERS OF CA, INC 300 W THIRD ST, 1ST FL
 1255 BATTERY ST #450 OXNARD, CA 93030
 SAN FRANCISCO, CA 94111

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
07/25/2019		N/A	06/17/2020		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

CHANGE ORDER

1	LIABILITY INSURANCE	573,818.00	573,818.00
1.00 / DL		00	
2	ENCUMBER 2ND YEAR OF AGMT 8594-19-HR	1.0000	60,000.00
60,000.00 / DL			
3	ENCUMBER INVOICE 3126208	1.0000	26,125.00
26,125.00 / DL			
4	20-21 CARNEGIE ART MUSEUM PROPERTY FLOATER	1.0000	0.00
0.00 / DL			

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
007375**

DATE: 6/17/2020

VENDOR PHONE: (0) -

VENDOR FAX: () -

VENDOR #: 22301

VENDOR ADDRESS: ARTHUR J GALLAGHER & CO. SHIP TO: HUMAN RESOURCES
INSUR
BROKERS OF CA, INC 300 W THIRD ST, 1ST FL
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ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

5	5,460.00 / DL	CARNEGIE ART MUSEUM PROPERTY FLOATER	1.0000	5,460.00
---	------------------	--------------------------------------	--------	----------

6	339,398.00 / DL	ENCUMBER FY20-21	1.0000	339,398.00
---	--------------------	------------------	--------	------------

COUNCIL APPROVED ON MAY 21, 2019, ITEM L7.
NO BTC ON FILE, EMAILED RICCI CONRAD *AM
NO BTC REQUIRED, VENDOR DSN'T COME IN TO CITY *AM
AGMT 8594-19-HR, EXP. 4/30/24, NTE: \$1,011,726. W/
OPTIONAL SERVICES NOT TO EXCEED \$14K ANNUALLY. PG
COUNCIL APPROVED GENERAL LIABILITY ON 5/21/19 FOR
THE AMOUNT OF \$576,676, AGMT NTE: \$436,050.
06/17/20 - AGREEMENT SCHEDULED FOR COUNCIL ON
6/30/20 TO INCREASE FOR FY20-21.

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

ITEM #K-7

**PURCHASE
ORDER NO.
007375**

DATE: 6/17/2020

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Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
07/25/2019		N/A	06/17/2020		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

TOTAL PURCHASE AMOUNT**\$1,004,801.00**

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE. _____

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
007375**

DATE: 6/17/2020

VENDOR PHONE: (0) -

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07/25/2019		N/A	06/17/2020		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

Account	Project	Amount
70117048528247		1,004,801.00
73574018528209		0.00

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
 - ii. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.8**

DATE: June 30, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Award Agreement A-8219 to Taft Electric Company for Traffic Signal Battery Backup System Replacement Project PW 20-35.

RECOMMENDATION

That the City Council approve and authorize:

1. The Mayor to award and execute Agreement A-8219 with Taft Electric Company for \$228,211 for the Traffic Signal Battery Backup System Replacement Project PW 20-35; and
2. Approve a Project contingency amount of \$22,821 for the Traffic Signal Battery Backup System Replacement Project.

BACKGROUND

As a part of the Traffic Signal Modernization Project, the City is replacing aging infrastructure to maintain system reliability and compatibility with future traffic signal technologies. The existing Battery Backup Systems (BBS) are approximately 20 years old and reaching the end of their life cycle.

Additionally, our electrical grid now experiences more outages than in the past, with outages occurring during high-wind conditions and rotating outages happening during prolonged periods of hot weather. Some of our signals lose power because rain water leaks into conduits that have been compromised. When the power goes out, traffic collisions temporarily spike due to driver unfamiliarity with the law that they must stop at dark signals. Police officers are dispatched to direct traffic and Public Works crews place temporary stop signs. The staff costs associated with this work are significant and many times, overtime is involved. Also, when signals are dark, traffic congestion may become exacerbated, particularly during peak traffic periods. Reliable BBSs are essential in modern, urban traffic signal systems.

The Project consists of furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to replace 31 existing BBS at various signalized intersections with new BBS as follows:

C St. & Gonzales Rd.	Pleasant Valley Rd. & Saviers Rd.
C St. & 5th St.	Pleasant Valley Rd. & J St.
C St. & Wooley Rd.	Rice Ave. & Gonzales Rd.
C St. & Channel Islands Blvd.	Rice Ave. & Camino Del Sol
C St. & Pleasant Valley Rd.	Rose Ave. & 5th St. (Hwy 34)
Channel Islands Blvd. & Oxnard Blvd.	Rose Ave. & Pleasant Valley Rd.
Channel Islands Blvd. & J St.	Saviers Rd. & Channel Islands Blvd.
Del Norte Blvd. & Camino Del Sol	Saviers Rd. & Hueneme Rd.
Gonzales Rd. & Patterson Rd.	Ventura Rd. & Doris Ave.

Hobson Way & 9th St.	Victoria Ave. & Doris Ave.
Hueneme Rd. & J St.	Vineyard Ave. & H St.
Oxnard Blvd. & Rose Av.	Wooley Rd. & J St.
Oxnard Blvd. & Wooley Rd.	Wooley Rd. & Ventura Rd.
Oxnard Blvd. & 5th St.	Oxnard Blvd. & Town Center Dr.
Oxnard Blvd. & Gonzales Rd.	Santa Clara Ave. & Ventura Blvd.
Oxnard Blvd. & Vineyard Ave.	

The work is tentatively scheduled to begin in July 2020 and to be completed within 90 days. Staff will work closely with the various neighborhood councils, businesses, and any other affected entities to keep them informed of the schedule. Additionally, door hanger notices will be placed at all of the residences and businesses in the project area and signs will be posted along the work route.

CIP Reference:

Project No. **203106** - Traffic Signal Modernization - CIP 2019-2024 - Adopted April 2, 2019 - Page 156.

DISCUSSION

This notice inviting formal bids (NIFB) on the project was initially published on March 26, 2020, with bids due on April 13, 2020. There was not a public bid opening for this project due to Covid-19 restrictions and instead the City held a bid opening via teleconference on April 14, 2020. The City received the bids listed below:

Taft Electric Company:\$228,211
 Cen-Pac Engineering:\$260,150
 Siemens Mobility, Inc.:\$262,905
 Crosstown Electrical & Data:\$266,963
 California Professional Engineering:\$267,665
 Elecno Belco Electric, Inc.:\$355,000

The lowest bidder for this project is Taft Electric Company and its bid is responsive to the City's NIFB. Following this determination, the Construction Project Coordinator reviewed all documentation received from the contractor and its subcontractors, verified possession of required current valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). At this time, the contractor and its subcontractor are believed to be legally responsible, which means trustworthy and fit and capable to satisfactorily complete the project. Thus, it is recommended that the City Council award the contract for this project to Taft Electric Company.

In addition to the contract amount of \$228,211 with Taft Electric Company, an additional \$22,821 is required for construction contingency (10% of the contract value). The total estimated cost of the Project is \$251,032 (base bid + contingency).

STRATEGIC PRIORITIES

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

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

FINANCIAL IMPACT

The cost for this phase of the Project is \$251,032 which includes \$228,211 for Taft Electric Company and \$22,821 in contingency funds. There is sufficient funding available from existing appropriations in the Circulation System Improvement Fees Fund (354), Project 203106 - Traffic Signal Modernization.

COMMITTEE OUTCOME

This item did not originate in Committee. The "Traffic Signal Modernization" project is shown on page 156 of the FY19-24 Capital Improvement Program.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-8219 Taft Electric
2. Bid Tabulation PW 20-35 Battery Backup System
3. Traffic Battery Backup Systems Map

CONTRACT

CITY OF OXNARD CONTRACT FOR BATTERY BACKUP SYSTEM REPLACEMENT PROJECT SPECIFICATION NO. PW 20-35

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and TAFT ELECTRIC COMPANY ("Contractor"). Contractor's license number is 772245.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Battery Backup System Replacement Project Specification No. PW 20-35 ("Project"), as described in this Contract and in the incorporated Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of two hundred twenty eight thousand two hundred eleven dollars (\$228,211.00) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.
4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

7. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.
8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.
9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.
10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.
11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[signatures on following page]

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

CITY OF OXNARD

TAFT ELECTRIC COMPANY

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager _____
☐ Purchasing Manager _____
☐ Buyer _____

Jim Marsh, President² _____ Date _____

Carol Smith, Secretary _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

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

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

Exhibit INS-C
INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITH 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.

2.1 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;

2.2 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;"

2.3 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.

2.4 Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

2.5 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 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-C. 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. A-XXXX
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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-C 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 sample accord form.

INS-C.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
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant Course of Construction Completed Value of Project

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS
CERTIFICATE HOLDER
CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-XXXX
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			POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits				
Telephone:			☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim _____ (which)				
NAMED INSURED			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			CITY AGREEMENTS/PERMITS				
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence			OTHER PROVISIONS				
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$					
		EACH OCCURRENCE	AGGREGATE				
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____				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:							
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. A-XXXX P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed _____				

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

 LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

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. A-XXXX

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 _____

Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

a contract (the "Contract") for the Work described as BATTERY BACKUP SYSTEM
REPLACEMENT PROJECT SPECIFICATION NO. PW 20-35.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are
 held and firmly bound unto the Agency in the penal sum of _____

Dollars (\$ _____), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

CITY OF OXNARD

BID SHEETS FOR BATTERY BACKUP SYSTEM REPLACEMENT PROJECT
SPECIFICATION NO. PW 20-35

Bidder's Name: Taft Electric Company

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
1.	Mobilization and demobilization (5% maximum of Total Bid Price)	1001-3	LS	1	\$ 1,340.00	\$ 1,340.00
2.	Traffic Control And Public Convenience And Safety	1505-4	LS	1	\$ 13,250.00	\$ 13,250.00
3.	Remove and Replace Existing Battery Backup System, Complete-In-Place	1520-23	EA	31	\$ 6,891.00	\$6,891.00
TOTAL BID PRICE:						\$231,001.00 ***

***Correct tabulation amount is \$228, 211.00 .

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ 231,001.00

TOTAL BID PRICE IN WORDS: Two Hundred Thirty One Thousand One Dollar

This is a tabulation of bid results and not an offer of award or contract. The City reserves the right to reject all bids.

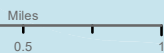
Battery Backup System Replacement Project

Specification No. PW 20-35

Owner: City of Oxnard

Bid Opening: 4/14/20				Taft Electric Company		Cen-Pac Engineering		Siemens Mobility, Inc.		Crosstown Electrical & Data, Inc.		California Professional Engineering, Inc.		Elecno Belco Electric, Inc.		Alfaro Communication Construction, Inc.	
				1964 Eastman Avenue Ventura, CA 93003		1469 W. Shaw Avenue Fresno, CA 93711		1026 E. Lacy Avenue Anaheim, CA 92805		5454 Diaz Street Irwindale, CA 91706		19062 San Jose Avenue La Puente, CA 91748		14320 Albers Way Chino, CA 91710		15614 S. Atlantic Avenue Compton, CA 90221	
				#1		#2		#3		#4		#5		#6		Bid rejected - incomplete	
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (5% Maximum of Total Bid Price)	LS	1	\$1,340.00	\$1,340.00	\$0.00	\$7,500.00	\$2,900.00	\$2,900.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$15,000.00	\$15,000.00		
2	Traffic Control And Public Convenience And Safety	LS	1	\$13,250.00	\$13,250.00	\$0.00	\$6,200.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$36,000.00	\$36,000.00	\$30,000.00	\$30,000.00		
3	Remove and Replace Existing Battery Backup System, Complete-In-Place	EA	31	\$6,891.00	\$213,621.00	\$7,950.00	\$246,450.00	\$8,355.00	\$259,005.00	\$8,273.00	\$256,463.00	\$7,215.00	\$223,665.00	\$10,000.00	\$310,000.00		
Total Bid Amount Submitted					\$231,001.00		\$260,150.00		\$262,905.00		\$266,963.00		\$267,665.00		\$355,000.00		
					\$228,211.00		\$260,150.00		\$262,905.00		\$266,963.00		\$267,665.00		\$355,000.00		
Subcontractors:														Small Local Business Purchasing Preference Deduction	-\$11,410.55		
														\$343,589.45			
Shaded to identify correction of calculation error					None	None		None		None		None		None			

ITEM #K-8





CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.9

DATE: June 30, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Approve Fifth Amendment to Agreement 7167-15-CM with Ventura Regional Sanitation District.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Fifth Amendment to Agreement 7167-15-CM with Ventura Regional Sanitation District (VRSD) in the amount of \$97,960 for a total not-to-exceed amount of \$618,743.91 and to extend the term from June 30, 2020 to June 30, 2021 for monitoring and reporting of the closed Santa Clara Landfill.

(Public Works and Transportation Committee approved 2-0-1)

BACKGROUND

Ventura Regional Sanitation District (VRSD) has managed the Santa Clara Landfill since its closure and the building of the City's River Ridge Golf Course. On May 15, 2002, City Council approved the lease (Lease Agreement) from VRSD of two (2) parcels of real property, including a landfill parcel for the purpose of constructing and maintaining golf course facilities.

From 2002 to 2019, VRSD has been providing regulatory testing and reporting services to monitor the area's groundwater and gas emissions affected by the presence of decomposing refuse below the surface.

DISCUSSION

The current VRSD agreement expires June 30, 2020. The Public Works Department is requesting a Fifth Amendment to the Agreement to extend the term to June 30, 2021 and to increase the agreement value by \$97,960.00 for a new not to exceed amount of \$618,743.91. The services provided by VRSD are critical for the City to meet local, State and federal air and groundwater quality mandates.

On June 8, 2015, the City and VRSD entered into a new agreement, wherein VRSD agreed to continue to provide monitoring and reporting services as a requirement per the post closure agreement and lease agreement. The table below shows the history of the agreement and amendments.

AGREEMENT/ AMENDMENT	COUNCIL APPROVAL	VALUE AMOUNT	AMENDMENT AMOUNT	TOTAL AMOUNT	TERM
7167-15-CM	November 17, 2015	\$75,050.91	\$0	\$75,050.91	June 30, 2016

First Amendment	April 11, 2017	\$75,050.91	\$129,457.00	\$204,507.91	June 30, 2017
Second Amendment	January 23, 2018	\$204,507.91	\$113,721.00	\$318,228.91	June 30, 2018
Third Amendment	March 5, 2019	\$318,228.91	\$99,987.00	\$418,215.91	June 30, 2019
Fourth Amendment	June 18, 2019	\$418,215.91	\$102,568.00	\$520,783.91	June 30, 2020

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost for this Amendment with VRSD is \$97,960 and is included in the FY 2020-21 recommended budget in the Golf Course Operations Fund 651 (account 651-6402-842.82-09).

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0-1 (Perello abstained/recused) on June 9, 2020 to approve the staff recommendation and to forward the item for Council approval.

Committee member MacDonald suggested looking into a multi-year contract for the next fiscal year with a possible fixed percentage increase.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. VRSD 7167-15-CM (Fifth Amendment)
2. VRSD Agreement 7167-15-CM Original and Amendments 1-4

**AMENDMENT NO. 5
TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027
AGREEMENT FOR CONSULTING SERVICES**

THIS FIFTH AMENDMENT ("Fifth 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 Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq.* ("Consultant"). Together, City and Consultant shall be referred to herein as "Parties."

RECITALS

A. On June 8, 2015, City and Consultant entered into the Agreement, which was designated by the City as Agreement No. 7167-15-CM and by the Consultant as VRSD Contract No. 15-027.

B. In this Agreement, Consultant agreed to provide consulting services (which include but is not limited to landfill gas perimeter probe monitoring and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, gas collection system and flare operations and maintenance, and gas collection system monitoring) to the City for the closed Santa Clara Landfill, which is located on a parcel owned by the City; and

C. On April 11, 2017, City and Consultant agreed to amend the Agreement to update and modify certain provisions (First Amendment); and

D. On November 2, 2018, City and Consultant agreed to amend the Agreement to renew and extend the Agreement for one year and add additional compensation to Consultant (Second Amendment); and

E. On March 5, 2019, City and Consultant agreed to amend the Agreement to review and extend the Agreement for one year and add additional compensation to Consultant (Third Amendment); and

F. On May 16, 2019, City and Consultant agreed to amend the Agreement to renew and extend the Agreement for one year and add additional compensation to Consultant (Fourth Amendment), and the Agreement, as amended, is attached and incorporated herein by reference as Exhibit D-5.

G. The Parties acknowledge and agree that the Agreement should be renewed and extended for another twelve (12) months and that additional compensation to Consultant should be added for this twelve-month extension, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, the Parties agree as follows:

1. The following language shall replace the original provisions of Section 8 in the Agreement, as

previously modified Paragraph 2 of the Second Amendment:

“8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2021. 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.”

2. The following language shall be added at the end of Section 10 (Permits, Licenses, Certificates) in the Agreement:

“The Parties agree that Consultant shall be responsible for no more than twenty-five percent (25%) of the annual permit fee charged by the State Water Resources Control Board to the City. City may request the Consultant, by invoice, to pay its 25% share of the State Water Resources Control Board annual permit fee for the closed Santa Clara and Coastal Landfills. The Consultant shall have thirty (30) business days from the receipt of such invoice to remit payment to the City.”

3. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified by the Second Amendment:

“12. Term of Agreement

This Agreement shall begin on July 1, 2015 and expire on June 30, 2021.”

4. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified by the Second Amendment:

“14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$618,743.91 for the Services at rates provided in **Exhibit B-5** attached hereto and incorporated herein by this reference.”

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

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IN WITNESS WHEREOF, the Parties have executed this Fifth Amendment on the day and year first written above.

**VENTURA REGIONAL
SANITATION DISTRICT ("Consultant")**

By Bert E Perello
BERT PERELLO
Chairman of the Board

ATTEST:

By Juliet Rodriguez
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By _____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By _____
CHRIS THEISEN
General Manager

CITY OF OXNARD ("City")

By _____
TIM FLYNN
Mayor

ATTEST:

By _____
MICHELLE ASCENCION, CMC
City Clerk

APPROVED AS TO FORM:

By _____
STEPHEN FISCHER
City Attorney

EXHIBIT B-5
AMENDMENT NO. 5 TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

Summary

FY16 Proposed Customer Budget	\$75,050.91
FY17 Proposed Customer Budget	\$129,457.00
FY18 Proposed Customer Budget	\$113,721.00
FY19 Proposed Customer Budget	\$99,987.00
FY20 Proposed Customer Budget	\$102,568.00
FY21 Proposed Customer Budget	<u>\$97,960.00</u>
	<u>\$618,743.91</u>

(See FY21 detail on the following pages.)



VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY21 PROPOSED CUSTOMER BUDGET

Project Number	Account		Quantity	Cost/Price	Extension
411500	City of Oxnard [River Ridge]- EPG				
51010	Wages - Regular	Account Total---		\$26,352	
	51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring		66	\$107	\$7,062
	51010 Engineer LFG Perimeter Probe & Structure Monitoring		12	\$131	\$1,572
	51010 Engineering Technician LFG Surface Monitoring & Reporting		4	\$107	\$428
	51010 Engineering Technician LFG Surface Monitoring & Reporting		40	\$107	\$4,280
	51010 Engineer Gas Collection System and Flare Operation &		16	\$131	\$2,096
	51010 Engineering Technician Gas Collection System and Flare Operation &		6	\$107	\$642
	51010 Engineering Technician Gas Collection System Monitoring		96	\$107	\$10,272
52079	Environmental Consultants	Account Total---		\$32,175	
	52079 Landfill Surface Emission Monitoring		2	\$3,850	\$7,700
	52079 Semiannual GW Monitoring Events & Reports		2	\$8,625	\$17,250
	52079 Gas Flare Source Test		2	\$2,200	\$4,400
	52079 Semiannual Flare Assessment		2	\$1,137	\$2,273
	52079 Quarterly LFG Sampling		4	\$138	\$552
52150	Permits, Licenses and Fees	Account Total---		\$2,415	
	52150 VCAPCD		1	\$1,725	\$1,725
	52150 SWRCB		1	\$690	\$690
52155	Lab Services and Supplies	Account Total---		\$20,700	
	52155 Semiannual GW Analytical Lab Services		2	\$10,350	\$20,700
52185	Operating Supplies	Account Total---		\$8,878	
	52185 Flare Maintenance & Repair Supplies		2	\$4,025	\$8,050
	52185 Calibration Gas (Oxygen & Methane)		2	\$207	\$414
	52185 Calibration Gas (Zero Air & Methane)		2	\$207	\$414

52186	Other Operating Services	Account Total---	\$700			
	52186 Maintain City's Air Compressor (Quarterly)			4	\$175	ITEM #K-9 \$700
52197	Utilities	Account Total---	\$2,880			
	52197 Electricity			12	\$240	\$2,880
52220	Equipment Rental/Lease	Account Total---	\$150			
	52220 Manlift			2	\$75	\$150
60594	Fund Transfer Out-EQUIPMENT	Account Total---	\$2,530			
	60594 GEM Gas Monitor			12	\$76	\$910
	60594 Mule - Portable Vehicle			4	\$280	\$1,120
	60594 Misc Supplies/Hardware			2	\$250	\$500
60598	Fund Transfer Out-FLEET	Account Total---	\$1,180			
	60598 Mileage - LFG Perimeter Probe & Structure			480	\$1	\$480
	60598 Mileage - LFG Surface Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Gas Coll Sys Monitoring			500	\$1	\$500
			Project 411500 Total---		\$97,960	
			Total for this report---		\$97,960	

Customer Signature: _____ Date: _____

Approval to Start Project

VRSD Signature: Bert E Perella Date: 5-7-20

Approval to Start Project

EXHIBIT D-5

**AMENDMENT NO. 4
TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027
AGREEMENT FOR CONSULTING SERVICES**

THIS FOURTH AMENDMENT ("Fourth Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 18th day of June, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq.* ("Consultant"). Together, City and Consultant shall be referred to herein as "Parties."

RECITALS

A. On June 8, 2015, City and Consultant entered into the Agreement, which was designated by the City as Agreement No. 7167-15-CM and by the Consultant as VRSD Contract No. 15-027.

B. In this Agreement, Consultant agreed to provide consulting services (which include but is not limited to landfill gas perimeter probe monitoring and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, landfill gas collection system and flare operations and maintenance, and landfill gas collection system monitoring) to the City for the closed Santa Clara Landfill, which is located on a parcel owned by the City; and

C. On April 11, 2017, City and Consultant agreed to amend the Agreement to update and modify certain provisions (First Amendment); and

D. On November 2, 2018, City and Consultant agreed to amend the Agreement to renew and extend the Agreement for one year and add additional compensation to Consultant (Second Amendment); and

E. On March 5, 2019, City and Consultant agreed to amend the Agreement to review and extend the Agreement for one year and add additional compensation to Consultant (Third Amendment), and the Agreement, as amended, is attached and incorporated herein by reference as Exhibit D-4.

F. The Parties acknowledge and agree that the Agreement should be renewed and extended for another twelve (12) months and that additional compensation to Consultant should be added for this twelve-month extension, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, the Parties agree as follows:

1. The following language shall replace the original provisions of Section 8 in the Agreement, as previously modified Paragraph 2 of the Second Amendment:

"8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2020. 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."

2. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified by the Second Amendment:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2020."

3. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified by the Second Amendment:

"14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$520,783.91 for the Services at rates provided in **Exhibit B-4** attached hereto and incorporated herein by this reference."

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

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IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment on the day and year first written above.

**VENTURA REGIONAL
SANITATION DISTRICT ("Consultant")**

By Kevin Kildee
KEVIN KILDEE
Chairman of the Board

ATTEST:

By Juliet B. Rodriguez
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LA ROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By Robert N. Kwong
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By Chris Theisen
CHRIS THEISEN
General Manager

CITY OF OXNARD ("City")

By Tim Flynn 6/18/19
TIM FLYNN
Mayor

ATTEST:

By Michelle Ascencion
MICHELLE ASCENCION, CMC
City Clerk

APPROVED AS TO FORM:

By Stephen Fischer
STEPHEN FISCHER
City Attorney

EXHIBIT B-4
AMENDMENT NO. 4 TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

Summary

FY16 Proposed Customer Budget	\$75,050.91
FY17 Proposed Customer Budget	\$129,457.00
FY18 Proposed Customer Budget	\$113,721.00
FY19 Proposed Customer Budget	\$99,987.00
FY20 Proposed Customer Budget	<u>\$102,568.00</u>
	<u>\$520,783.91</u>

(See FY20 detail on the following pages.)

						ITEM #K-9
52186	Other Operating Services	Account Total—	\$700			
	52186 Maintain City's Air Compressor (Quarterly)			4	\$175	\$700
52197	Utilities	Account Total—	\$2,880			
	52197 Electricity			12	\$240	\$2,880
52220	Equipment Rental/Lease	Account Total—	\$150			
	52220 Manlift			2	\$75	\$150
60594	Fund Transfer Out-EQUIPMENT	Account Total—	\$2,530			
	60594 GEM Gas Monitor			12	\$76	\$910
	60594 Mule - Portable Vehicle			4	\$280	\$1,120
	60594 Misc Supplies/Hardware			2	\$250	\$500
60598	Fund Transfer Out-FLEET	Account Total—	\$1,180			
	60598 Mileage - LFG Perimeter Probe & Structure			480	\$1	\$480
	60598 Mileage - LFG Surface Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Gas Coll Sys Monitoring			500	\$1	\$500
		Project 411500 Total—	\$102,568			
		Total for this report—	\$102,568			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

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."

2. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified by the Second Amendment:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2019."

3. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified by the Second Amendment:

"14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$418,215.91 for the Services at rates provided in Exhibit B-3 attached hereto and incorporated herein by this reference."

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

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EXHIBIT B-3
AMENDMENT NO. 3 TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

Summary

FY16 Proposed Customer Budget	\$75,050.91
FY17 Proposed Customer Budget	\$129,457.00
FY18 Proposed Customer Budget	\$113,721.00
FY19 Proposed Customer Budget (12 mos.)	<u>\$99,987.00</u>
	<u>\$418,215.91</u>

(See detail on the following pages.)

						ITEM #K-9
52186	Other Operating Services	Account Total—	\$700			
	52186 Maintain City's Air Compressor (Quarterly)			4	\$175	\$700
52197	Utilities	Account Total—	\$2,880			
	52197 Electricity			12	\$240	\$2,880
52220	Equipment Rental/Lease	Account Total—	\$150			
	52220 Manlift			2	\$75	\$150
60594	Fund Transfer Out-EQUIPMENT	Account Total—	\$2,530			
	60594 GEM Gas Monitor			12	\$76	\$910
	60594 Mule - Portable Vehicle			4	\$280	\$1,120
	60594 Misc Supplies/Hardware			2	\$250	\$500
60598	Fund Transfer Out-FLEET	Account Total—	\$1,180			
	60598 Mileage - LFG Perimeter Probe & Structure			480	\$1	\$480
	60598 Mileage - LFG Surface Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Gas Coll Sys Monitoring			500	\$1	\$500
		Project 411500 Total—	\$99,987			
		Total for this report—	\$99,987			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

52197	Utilities	Account Total—	\$2,880			
	52197 Electricity			1	\$2,880	\$2,880
52220	Equipment Rental/Lease	Account Total—	\$150			
	52220 Man Lift for Gas Flare Source Test			1	\$150	\$150
60594	Fund Transfer Out-EQUIPMENT	Account Total—	\$2,530			
	60594 GEM Gas Monitor			12	\$76	\$910
	60594 Mule - Portable Vehicle			4	\$280	\$1,120
	60594 Misc Supplies/Hardware			1	\$500	\$500
60598	Fund Transfer Out-FLEET	Account Total—	\$1,180			
	60598 Mileage - LFG Perimeter Probe & Structure			480	\$1	\$480
	60598 Mileage - LFG Surface Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Gas Coll Sys Monitoring			500	\$1	\$500
Project 411500 Total—			\$113,721			
Total for this report—			\$113,721			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

52185	Operating Supplies	Account Total—	\$11,828			ITEM #K-9
	52185 Calibration Gas (Oxygen + Methane)			2	\$207	\$414
	52185 Calibration Gas (Zero Air + Methane)			2	\$207	\$414
	52185 Flare Maintenance & Repair Supplies			1	\$11,000	\$11,000
52186	Other Operating Services	Account Total—	\$700			
	52186 Maintain City's Air Compressor			4	\$175	\$700
52197	Utilities	Account Total—	\$2,880			
	52197 Electricity Billing			12	\$240	\$2,880
52220	Equipment Rental/Lease	Account Total—	\$150			
	52220 Man-Lift for Gas Flare Source Test			1	\$150	\$150
60594	Fund Transfer Out-EQUIPMENT	Account Total—	\$2,530			
	60594 GEM Gas Monitor			12	\$76	\$910
	60594 Mule - Portable Vehicle			4	\$280	\$1,120
	60594 Misc Supplies/Hardware			1	\$500	\$500
60598	Fund Transfer Out-FLEET	Account Total—	\$1,380			
	60598 Mileage - LFG Perimeter Probe & Structure			480	\$1	\$480
	60598 Mileage - LFG Surface Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Stormwater Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Gas Coll Sys Monitoring			500	\$1	\$500
Project 411500 Total—			\$129,457			
Total for this report—			\$129,457			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

8/1/2016

199

2. The following language shall replace the original provisions of Section 8 in the Agreement, as previously modified Paragraph 2 of the First Amendment:

"8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2018. 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."

3. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified Paragraph 6 of the First Amendment:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2018."

4. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified Paragraph 7 of the First Amendment:

"14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$318,228.91 for the Services at rates provided in Exhibit B-2 attached hereto and incorporated herein by this reference."

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

**Exhibit A-2
Scope of Services**

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.
2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.
3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports. Retain Title V and CCR 17 records.
4. Prepare AB32 / CCR 17 Reports. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).
5. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

3. Conduct LFG flare maintenance.
4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.
5. Coordinate annual gas flare source test.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

Well Abandonment

Outside costs and permit fees associated with abandoning two water supply wells originally provided to the City of Oxnard for operation of the golf course under lease agreement with VRSD. The City has not used or maintained these wells and VRSD has incurred fees for the wells from United Water Conservation District. The wells have been vandalized and the District believes it is necessary to have them properly abandoned since they are not being used for golf course operations. This work was not started in FY2017, as originally planned. This work will be completed in FY2019/2020.



VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY18 PROPOSED CUSTOMER BUDGET

Project Number	Account	Quantity	Cost/Price	Extension
411500 City of Oxnard (River Ridge)- EPG				
51010 Wages - Regular	Account Total—			\$34,058
	51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring	66	\$109	\$7,194
	51010 Engineering Technician LFG Surface Monitoring & Reporting	4	\$109	\$436
	51010 Senior SW Equipment Operator Gas Collection System and Flare Operation &	32	\$106	\$3,392
	51010 Engineer Gas Collection System and Flare Operation &	16	\$118	\$1,888
	51010 Engineering Technician Gas Collection System and Flare Operation &	6	\$109	\$654
	51010 Engineering Technician Gas Collection System Monitoring	96	\$109	\$10,464
	51010 Engineer LFG Perimeter Probe & Structure Monitoring	12	\$118	\$1,416
	51010 Engineer LFG Surface Monitoring & Reporting	73	\$118	\$8,614
52079 Environmental Consultants	Account Total—			\$34,173
	52079 Landfill Surface Gas Emissions Monitoring	1	\$7,700	\$7,700
	52079 Semi Annual GW Monitoring Events & Reports	2	\$9,900	\$19,800
	52079 Semi Annual Flare Assessment	1	\$2,273	\$2,273
	52079 Gas Flare Source Test	1	\$4,400	\$4,400
52150 Permits, Licenses and Fees	Account Total—			\$920
	52150 Permits, Licenses, and Fees	1	\$920	\$920
52155 Lab Services and Supplies	Account Total—			\$25,302
	52155 Semi Annual GW Monitoring Analytical Lab Svcs	2	\$12,375	\$24,750
	52155 Quarterly LFG Sampling	4	\$138	\$552
52185 Operating Supplies	Account Total—			\$12,528
	52185 Calibration Gas (Oxygen & Methane)	2	\$207	\$414
	52185 Calibration Gas (Zero Air & Methane)	2	\$207	\$414
	52185 Flare Maintenance & Repair Supplies	1	\$11,000	\$11,000
	52185 Maintain City's Air Compressor	4	\$175	\$700



VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY17 PROPOSED CUSTOMER BUDGET

ITEM #K-9

Project Number	Account	Quantity	Cost/Price	Extension
11500 City of Oxnard (River Ridge)- EPG				
51010 Wages- Regular	Account Total—		\$40,395	
	51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring	78	\$107	\$8,346
	51010 Engineering Technician LFG Surface Monitoring & Reporting	77	\$107	\$8,239
	51010 Engineering Technician Stormwater Monitoring & Reporting	64	\$107	\$6,848
	51010 Senior Solid Waste Equipment Gas Collection System and Flare Operation &	32	\$104	\$3,328
	51010 Senior Engineering Technician Gas Collection System and Flare Operation &	16	\$116	\$1,856
	51010 Engineering Technician Gas Collection System and Flare Operation &	6	\$107	\$642
	51010 Senior Engineering Technician Gas Collection System Monitoring	96	\$116	\$11,136
52079 Environmental Consultants	Account Total—		\$38,660	
	52079 (RES) Landfill Surface Emission Monitoring	1	\$7,700	\$7,700
	52079 (OEM) Semi-Annual Flare Assessment	1	\$2,273	\$2,273
	52079 Gas Flare Source Test	1	\$4,400	\$4,400
	52079 Annual Flare Destruction Efficiency Test	1	\$2,686	\$2,686
	52079 Semi-Annual GW Monitoring Events & Reports	2	\$9,900	\$19,800
	52079 Contractor Lab Costs for 4 Samples	4	\$450	\$1,800
52080 Other Professional Services	Account Total—		\$4,000	
	52080 Methane Detectors Factory Service, Equip. &	1	\$4,000	\$4,000
52150 Permits, Licenses and Fees	Account Total—		\$920	
	52150 APCD Permit Fee	1	\$920	\$920
52155 Lab Services and Supplies	Account Total—		\$26,015	
	52155 Laboratory Fees	4	\$178	\$713
	52155 Quarterly Landfill Gas Analytical	4	\$138	\$552
	52155 GW Monitoring Analytical Lab Sves for 2 Events	2	\$12,375	\$24,750

LPG Gas Detector Probe and Breach Detection		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Labor \$2,368.00	Monitoring	Environmental Resource Analyst	4	12	48	\$ 107.00			\$5,136.00
	Calibrate (compressor gas monitoring unit)	Environmental Resource Analyst	1.0	12	12	\$ 107.00			\$1,284.00
	Calibrate (oil gas monitoring unit)	Environmental Resource Analyst	0.5	12	6	\$ 107.00			\$642.00
	Reporting	Environmental Resource Analyst	1	12	12	\$ 107.00			\$1,284.00
Materials \$414.00	Propane Monthly Report for EMD						2	\$ 207.00	\$414.00
	Calibration Gas (propane + methane)						12	\$ 75.33	\$903.96
Equipment \$2,528.00	GM - Gas Monitor						4	\$ 274.50	\$1,118.00
	Mini - Portable Vehicle						1	\$ 300.00	\$300.00
	Misc. Supplies/Accessories						422	\$ 1.00	\$422.00
Shipping \$12.00	Mileage								
Subtotal									\$11,763.96

LPG Gas Detector Monitoring and Reporting		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Labor \$1,178.00	Monitoring	Environmental Resource Analyst	4	1	4	\$ 107.00			\$428.00
	Follow-up monitoring for leaks detected (contingency for any outside contractor notations)	Environmental Resource Analyst							
	Reporting	Environmental Resource Analyst	10	1	10	\$ 107.00			\$1,070.00
	Overnight/Weekend Title 5 Reports	Environmental Resource Analyst	3	1	3	\$ 107.00			\$321.00
Materials \$214.00	Annual Startup, Shutdown and Maintenance Report	Environmental Resource Analyst	3	1	3	\$ 107.00			\$321.00
	Bioreactor Inventory Report	Environmental Resource Analyst	7	1	7	\$ 107.00			\$749.00
	Annual Compliance Certification Report	Environmental Resource Analyst	4	1	4	\$ 107.00			\$428.00
	AS-301 Title 17 Reporting	Environmental Resource Analyst	6	1	6	\$ 107.00			\$642.00
	Calibrate (compressor gas monitoring unit)	Environmental Resource Analyst	6	1	6	\$ 107.00			\$642.00
	Federal (Domestic Gas) Reporting	Environmental Resource Analyst	2	12	24	\$ 107.00			\$2,568.00
	Monthly Gas Charging for Reports	Environmental Resource Analyst					2	\$ 107.00	\$214.00
	Calibration Gas (propane + methane)								
	Outside Contracted Service	Equipment		1			1 hour	\$ 6,000.00	\$ 6,000.00
	OTL Inc. - LPG Gas Detector Monitoring (cost + \$100) (OTL Inc. has PY 1975 contract monitoring frequency and does not have capacity to assist. If monitoring results exceed regulatory limits, including frequency and cost will return to project.)						1	\$ 828.75	\$828.75
Fees \$271.75	APCO Permit Fee (10 fee)						20	\$ 1.36	\$27.20
Shipping \$51.00									
Subtotal									\$16,074.43

Secondary Monitoring and Reporting		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Labor \$4,708.00	Monitoring	Environmental Resource Analyst	2	6	12	\$ 107.00			\$1,284.00
	Bioreactor Inspection	Environmental Resource Analyst	1	4	4	\$ 107.00			\$428.00
	Bioreactor sampling -- 4 sampling events (2015 EIR requires increase sampling to 4 events from 2)	Environmental Resource Analyst	1	4	4	\$ 107.00			\$428.00
	4-day water inspection	Environmental Resource Analyst	4	1	4	\$ 107.00			\$428.00
Materials \$2,528.00	Conduct Annual Site Inspection	Environmental Resource Analyst							
	Plans and Reporting	Environmental Resource Analyst	3	1	3	\$ 107.00			\$321.00
	Conduct Annual Calibration and SOP review	Environmental Resource Analyst	8	1	8	\$ 107.00			\$856.00
	Complete Annual Report	Environmental Resource Analyst	21	1	21	\$ 107.00			\$2,247.00
Equipment \$1,200.00	Green Water Pollution Prevention Plan (GWPP)						4	\$ 300.00	\$1,200.00
	Outside Contracted Services	Laboratory Fees							

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
 Project/Program
 Manager: Thien Ng

Date: January 23, 2018
 Phone: 271-2220

Reason for Appropriation:

Appropriates additional funds to cover FY18 landfill monitoring charges (PO#5677) per 2nd Amendment with Ventura Regional Sanitation District.

Accounts and Descriptions**AMOUNT**

Fund: 101- General Fund

Expenditures/Transfers Out

101-1002-808.87-21	TRANSFERS - OUT / TSFR TO GOLF COURSE FD	<u>52,000</u>
	Sub-total Expenditures	<u>52,000</u>
	Net Change to Fund Balance	<u>(52,000)</u>

Fund: 651- Golf Course Operating

Revenues/ Transfers In

651-1001-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUD	<u>52,000</u>
	Sub-total Revenues	<u>52,000</u>

Expenditures/Transfers Out

651-6402-842.82-09	CONTRACTUAL SERVICES / SERVICES-OTHER PROF/CONTI	<u>52,000</u>
	Sub-total Expenditures	<u>52,000</u>

Net Change to Fund Balance 0

Net Appropriation Change 52,000

Approvals

Department Director

Chief Financial Officer

City Manager



REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

3. The following language shall replace the original provisions of Section 9 in the Agreement:

"9. Principal-in-Charge

Consultant hereby designates Matthew Baumgardner as its principal-in-charge and person responsible for necessary coordination with Manager."

4. The following language shall be added as a second paragraph to Section 10 (Permits, Licenses, Certificates) in the Agreement:

"Consultant's responsibility under this Agreement shall be subject to the terms and conditions of VRSD Contract No. 00-023-02 which is titled Amended and Restated Golf Course Lease and Landfill Postclosure Agreement By and Between Ventura Regional Sanitation District and City of Oxnard Dated May 21, 2002, is incorporated fully herein by this reference as Exhibit C-1. Parties agree that if any conflict arises between the terms and conditions of the Agreement, as amended, and the terms and conditions of Exhibit C-1 shall prevail and take precedence."

5. The following language shall be added as a third sentence to Section 11 (City's Responsibility) in the Agreement:

"City's responsibility under this Agreement shall be subject to the terms and conditions of Exhibit C-1."

6. The following language shall replace the original provisions of Section 12 in the Agreement:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2017."

7. The following language shall replace the original provisions of Section 14.a. in the Agreement:

"14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$129,457 for the Services at rates provided in Exhibit B-1 attached hereto and incorporated herein by this reference."

8. The following language shall replace the original provisions of Section 40(b) in the Agreement:

"b. Any notices to the City may be delivered personally or by mail addressed to the City of Oxnard, Public Works Department, 305 W. Third Street, Oxnard, California 93030, Attention: Badaoui Mouderrres."

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

(signatures on following page)

**Exhibit A-1
Scope of Services**

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.
2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.
3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports.
4. Prepare AB32 / CCR 17 Reports.
5. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).
6. Retain Title V and CCR 17 records.
7. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

4. Conduct an annual comprehensive site inspection and evaluation of SWPPP.
5. Complete the annual report and upload to the SMARTS system to the State Water Resources Control Board.
6. Recommend updates to the SWPPP based on the comprehensive site evaluation to the City.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.
2. Conduct quarterly sump pump maintenance.
3. Conduct LFG flare maintenance.
4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.
5. Coordinate annual gas flare source test.
6. FY 2014/2015 - Oversee implementation of new LFG flare blower assembly and controls update.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

Well Abandonment

Outside costs and permit fees associated with abandoning two water supply wells originally provided to the City of Oxnard for operation of the golf course under lease agreement with VRSD. The City has not used or maintained these wells and VRSD has incurred fees for the wells from United Water Conservation District. The wells have been vandalized and the District believes it is necessary to have them properly abandoned since they are not being used for golf course operations.

52185	Operating Supplies	Account Total—	\$11,828			ITEM #K-9
	52185 Calibration Gas (Oxygen + Methane)			2	\$207	\$414
	52185 Calibration Gas (Zero Air + Methane)			2	\$207	\$414
	52185 Flare Maintenance & Repair Supplies			1	\$11,000	\$11,000
52186	Other Operating Services	Account Total—	\$700			
	52186 Maintain City's Air Compressor			4	\$175	\$700
52197	Utilities	Account Total—	\$2,880			
	52197 Electricity Billing			12	\$240	\$2,880
52220	Equipment Rental/Lease	Account Total—	\$150			
	52220 Man-Lift for Gas Flare Source Test			1	\$150	\$150
60594	Fund Transfer Out-EQUIPMENT	Account Total—	\$2,530			
	60594 GEM Gas Monitor			12	\$76	\$910
	60594 Mule - Portable Vehicle			4	\$280	\$1,120
	60594 Misc Supplies/Hardware			1	\$500	\$500
60598	Fund Transfer Out-FLEET	Account Total—	\$1,380			
	60598 Mileage - LFG Perimeter Probe & Structure			480	\$1	\$480
	60598 Mileage - LFG Surface Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Stormwater Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Gas Coll Sys Monitoring			500	\$1	\$500
		Project 411500 Total—	\$129,457			
		Total for this report—	\$129,457			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

EXHIBIT C-1

ITEM #K-9

DATE: 5/21/02 AGENDA # 12**VRSD CONTRACT NO: 00-023-02**

AMENDED AND RESTATED
GOLF COURSE LEASE AND
LANDFILL POSTCLOSURE
MAINTENANCE AGREEMENT
BY AND BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
CITY OF OXNARD

DATED: May 21, 2002

AMENDED AND RESTATED
GOLF COURSE LEASE AND LANDFILL POSTCLOSURE
MAINTENANCE AGREEMENT
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**AMENDED AND RESTATED
GOLF COURSE LEASE AND LANDFILL POSTCLOSURE
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AMENDED AND RESTATED
GOLF COURSE LEASE
AND LANDFILL
POSTCLOSURE MAINTENANCE AGREEMENT

THIS AMENDED AND RESTATED GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT ("this Lease Agreement") is made and entered into this 21st day of May, 2002, by and between the VENTURA REGIONAL SANITATION DISTRICT, a California County Sanitation District (hereinafter referred to as "VRSD"), and the CITY OF OXNARD, a municipal corporation of the State of California (hereinafter referred to as "City"). The purpose of this Lease Agreement is to lease two parcels of real property, including a closed landfill parcel, to City so that City, at its sole expense, may design, permit, construct, and operate open space recreational uses on the property; to provide that City assume responsibility for maintaining the surface of the property and for expenses incurred by VRSD as a result of City's development and use of the property; to provide that VRSD retain responsibility for monitoring and maintaining specified subsurface maintenance facilities; and to provide consideration to VRSD and City in the form of additional covenants and agreements, with all of the above generally described provisions being more particularly described and established below. This Lease Agreement provides for a conveyance from a governmental agency to a governmental agency and is exempted by Government Code Section 66428(a)(2) from any requirement for a parcel map.

1. **DEFINITION OF TERMS.** As used in this Lease Agreement, the following terms have the meanings set forth below:

a. "Agreement for Waste Disposal" shall mean the Agreement for Waste Disposal at Toland Road Landfill between VRSD and City executed November 14, 2000, as it may be amended.

b. "Bailard Buffer Parcel" shall mean that certain real property owned by VRSD and located west of Victoria Avenue and east of the Bailard Landfill as more particularly described in Exhibit "B" and illustrated on Exhibit "A".

c. "Closure Plan" shall mean the Coastal Sanitary Landfill Final Closure Plan prepared by VRSD in September, 1991, and approved by the California Integrated Waste Management Board.

d. "Coastal Buffer Parcel" shall mean that certain real property owned by VRSD and located east of Victoria Avenue and west of the Coastal Landfill Parcel as more particularly described in Exhibit "C" and illustrated on Exhibit "A".

e. "Coastal Landfill Parcel" shall mean that certain real property owned by VRSD located west of the Santa Clara Landfill Parcel as more particularly described in Exhibit "D" and illustrated on Exhibit "A". "Coastal Landfill" shall mean the landfill located on the Coastal Landfill Parcel.

f. "Landfill Cover System" shall mean the landfill cover system constructed over the top of the closed Coastal Landfill as that system actually exists on the date of this Lease Agreement. The Landfill Cover System design is described and illustrated in the Closure Plan and represented in the as built closure plans prepared by VRSD for the Coastal Landfill. The actual dimensions of this system existing on the date of this Lease Agreement may vary from the design. VRSD makes no representation as to the dimensions or condition of the cover system as of the date of this Lease Agreement, because the cover system has changed due to differential settlement, erosion or other factors.

g. "Northwest Golf Course Community Specific Plan" or "Specific Plan" shall mean that Specific Plan approved by the City July, 1999.

h. "Northwest Golf Course Community Specific Plan EIR" or "Specific Plan EIR" shall mean that Final Environmental Report (State Clearinghouse No. 97031009) certified by City July, 1999.

i. "Postclosure Plan" shall mean the Coastal Sanitary Landfill Postclosure Maintenance Plan prepared by VRSD October, 1991, and approved by the California Integrated Waste Management Board.

j. "Premises" shall mean (1) the surface of the Coastal Landfill Parcel, and (2) the Coastal Buffer Parcel.

k. "Santa Clara Landfill Parcel" shall mean that certain real property owned by City located east of the Coastal Landfill Parcel as illustrated on Exhibit "A".

l. "Specified Recreational Uses" shall mean open space recreational uses available to the public, with or without charge, as approved in writing by City and VRSD. Subject to the other terms of this Lease Agreement, the following recreational uses are deemed approved as Specified Recreational Uses: golfing, walking, jogging, bicycling, picnicking and/or outdoor athletic fields.

m. "Subsurface" shall mean the land lying below the top of the clay liner portion of the Landfill Cover System constructed on the Coastal Landfill Parcel.

n. "Subsurface Maintenance Facilities" shall mean landfill improvements whether located on top of or below the surface of the Coastal Landfill that directly relate to maintenance or mitigation of subsurface landfill conditions. Such facilities shall include all landfill gas collection and monitoring wells, all water quality monitoring wells, all landfill gas collection system piping, valves, and related equipment, the entire landfill gas flare system, all flare station landscaping growing inside the fence surrounding the flare station, all condensate collection tanks and any other improvement physically connected to subsurface landfill maintenance improvements. "Subsurface Maintenance Facilities" shall not mean any roads or drainage improvements.

o. "Surface" shall mean the land lying on top of the Coastal Landfill Parcel including the soil above the top of the clay liner portion of the Landfill Cover System. "Surface" shall not be interpreted to include "Subsurface" or "Subsurface Maintenance Facilities."

p. "Water and Wastewater Services Agreement" shall mean the Agreement for Water and Wastewater Services between VRSD and City executed November 14, 2000 as it may be amended.

2. **PREMISES.** Pursuant to the terms, conditions and covenants hereof, VRSD hereby leases to City, and City leases from VRSD the Premises. All references to the "Premises" shall be understood to include both (1) the surface of the Coastal Landfill Parcel, and (2) the Coastal Buffer Parcel unless only one of these parcels is expressly specified in any provision of this Lease Agreement.

3. **TERM.**

This Lease Agreement shall be deemed to have become effective and the term shall be deemed to have commenced on November 14, 2000, provided, however, that where this Lease Agreement makes specific provision for the date of commencement and/or termination of certain rights and/or responsibilities, those specified dates shall control the timing of the referenced rights and/or responsibilities. This Lease Agreement shall continue in effect until December 31, 2099, unless terminated earlier in accordance with the provisions below.

4. **RENT.**

a. **Base Rent.** Commencing on the date first stated above and continuing thereafter during the term of this Lease Agreement, on or before December 1 of each year, City shall pay VRSD One Dollar (\$1) per year as the Base Rent.

b. **Other Consideration.** In addition to the Base Rent, in consideration for the making of this Lease Agreement, City shall fully perform all obligations arising under this Lease Agreement, and City shall perform all of City's obligations arising under the Agreement for Waste Disposal and the Water and Wastewater Services Agreement. City expressly acknowledges that VRSD would not have made this Lease Agreement unless City had agreed to the Agreement for Waste Disposal and the Water and Wastewater Services Agreement.

5. **USE OF PROPERTY.** During the term of this Lease Agreement, City shall use and occupy the Premises solely for Specified Recreational Uses subject to the terms and conditions herein. Any other use is prohibited. In conjunction with Specified Recreational Uses, City may construct lined lakes on the Coastal Buffer Parcel to provide for drainage of City's property used for Specified Recreational Uses and for irrigation of City's property used for Specified Recreational Uses. City shall not construct or allow the construction or placement of any buildings or permanent enclosed

structures on the Coastal Landfill Parcel. City shall not construct or allow the construction or placement of any building or permanent enclosed structure on the Coastal Buffer Parcel except for restrooms, snack shops with open air seating, unenclosed shelters, and a maintenance facility serving Specified Recreational Uses solely, provided such improvements are designed and constructed to prevent the trapping or accumulation of landfill gas, and provided that such improvements are approved (including issuance of all required permits) by regulatory agencies which have jurisdiction to regulate construction of such improvements. City shall not disrupt or allow the disruption of the Landfill Cover System or any material lying within four feet of the waste buried in the Coastal Landfill Parcel without the express written approval of VRSD, CIWMB, RWQCB and other regulatory agencies which have jurisdiction to regulate the maintenance and improvements of the Landfill Cover System. Without limiting the foregoing, City agrees City shall not, under any circumstances, dig into, drill through or otherwise impair the compacted clay liner portion of the Landfill Cover System without all such required regulatory approval. City shall not permanently take any dirt or earthen material off either the Coastal Landfill Parcel or the Coastal Buffer Parcel; provided, however, that City may move dirt from the Coastal Buffer Parcel to the Coastal Landfill Parcel. Notwithstanding this Section 5 or any other provision of this Agreement, all rights granted by VRSD to City with respect to City's use and occupancy of the Premises are, and shall remain, fully subject to the rights of the Lessee under the Gas Lease (as such terms are defined in Section 10a of this Lease Agreement).

6. CONDITION OF PREMISES.

a. Acceptance of Premises. City hereby acknowledges that it has fully inspected the Premises, and all improvements thereon, and accepts the same in its present condition "as is." VRSD makes no guarantees, warranties or representations regarding the fitness of the Premises for development for Specified Recreational Uses or whether any of the activities contemplated hereunder can be undertaken without conflicting with or impairing any rights of the Lessee under the Gas Lease or causing VRSD to violate any of its covenants or obligations under the Gas Lease. City acknowledges that it will be relying solely on its own investigations, studies, and expert review concerning the condition of the Premises, its zoning and land use designation, its potential for development, and any and all environmental, hydrogeologic or geologic conditions.

b. Landfill Impacts. City further acknowledges that the Premises is located on or adjacent to a closed solid waste landfill and, as such, the Premises may be subject to certain conditions, including, but not limited to, significant differential settlement of the surface, venting of landfill gas through the surface, subsurface migration of landfill gas, chemicals, liquid substances and other compounds, contamination of groundwater beneath and adjacent to the landfill and all other environmental impacts associated with a closed landfill. Specifically, City acknowledges that the surface of the Coastal Landfill Parcel is settling at a non-uniform rate as the waste buried below the surface decomposes. Settlement of the surface can be expected to occur throughout the term of this Lease Agreement and this condition will require City to fill in cracks and voids and engage in constant maintenance of any and all paths, piping, utility conduits, fencing, landscaping, drainage features, golf course tees, fairways, greens, improvements for Specified Recreational Uses and other

improvements on the Coastal Landfill Parcel. City and VRSD agree that City shall carry out such responsibilities without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system. City acknowledges that landfill gas, including methane gas and other hazardous gases, generated by the decomposing waste buried beneath the surface of the Coastal Landfill Parcel migrates laterally subsurface and also vents vertically through cracks in the surface of the ground. The generation of landfill gas and the migration and venting of this gas can be expected to occur throughout the term of this Lease Agreement. City further acknowledges that the Coastal Buffer Parcel may experience all of the impacts associated with the landfill and that the Coastal Buffer Parcel experiences episodes of significant flooding, including, but not limited to, drainage from the existing Victoria Avenue drainage ditch and the Patterson Drain, including occasions when the outlet to the Santa Clara River does not drain due to high water. City assumes and accepts all risks, losses, damages, and costs of these above referenced landfill impacts as they may affect the construction and operation of Specified Recreational Uses on the Premises, except for losses arising from any VRSD negligent act or omission; provided that in no event shall VRSD ever be liable for any consequential damage incurred by City because the Premises is not usable for Specified Recreational Uses.

7. PERMITTING OF PREMISES.

a. **CIWMB.** City acknowledges that the Coastal Landfill Parcel is subject to regulation by the California Integrated Waste Management Board ("CIWMB") and its local enforcement agency ("LEA"), the Ventura County Environmental Health Department ("EHD"). The LEA and the CIWMB have approved the Closure Plan and the Postclosure Plan. City acknowledges that the Closure Plan and the Postclosure Plan must be revised before City can commence development of Specified Recreational Uses on the Coastal Landfill Parcel. City acknowledges that the CIWMB and the LEA must approve any revisions to the Closure Plan and Postclosure Plan and that CIWMB and LEA may order further revision to these plans during the term of this Lease Agreement. City further acknowledges that the State of California has enacted and will further enact laws and regulations which may apply to City's use of the Coastal Landfill Parcel.

b. **RWQCB.** City acknowledges that the Coastal Landfill Parcel is subject to regulation by the California Regional Water Quality Control Board - Los Angeles Region ("RWQCB") and the California State Water Resources Control Board ("SWRCB"). City acknowledges that the RWQCB has issued Waste Discharge Requirements ("WDR's") and Groundwater Monitoring Requirements ("Water Quality Requirements") for the Coastal Landfill, the Santa Clara Landfill and the Bailard Landfill. City acknowledges that the RWQCB shall review and revise the WDR's and/or Water Quality Requirements before City shall commence development of Specified Recreational Uses. City acknowledges that RWQCB and/or SWRCB may modify the WDR's and/or Water Quality Requirements at any time during the term of this Lease Agreement.

c. **APCD.** City acknowledges that the Coastal Landfill Parcel is subject to regulation by the Ventura County Air Pollution Control District ("APCD"). City acknowledges that APCD has adopted Rule 74.17 and Rule 74.17.1 and may adopt revisions to this rule or adopt new rules regulating air emissions from the Premises.

d. **EPA.** City acknowledges that the Coastal Landfill Parcel is subject to regulation by the Environmental Protection Agency and/or other regulatory agencies of the United States ("EPA"). City acknowledges that the United States has enacted the Resource Conservation and Recovery Act and other laws and regulations and will further enact new laws and regulations which may apply to City's use of the Coastal Landfill Parcel.

e. **Regulatory Compliance.** City acknowledges review of each of the above referenced Closure Plan, Postclosure Plan, WDR's, Water Quality Requirements and APCD Rule 74.17, and Rule 74.17.1. City acknowledges that the Coastal Landfill Parcel is subject to other regulatory requirements. City assumes responsibility for becoming fully informed of all the restrictions presented by such regulatory permits, rules, regulations and laws as they exist now or may exist in the future as they relate to City's use of the Premises. City agrees that to the extent its use of the Premises or adjacent City owned property causes a violation of any such permit, rule, regulation or law, City shall bear the full responsibility for correcting any such violation and City shall bear the full expense of any liability associated with any penalty, prosecution or remediation requirement associated with any such violation and that City shall hold harmless, defend (by counsel selected by City after concurrence which shall not be unreasonably withheld by VRSD) and indemnify VRSD from any such liability.

8. LANDFILL CLOSURE PLAN, LANDFILL POSTCLOSURE PLAN AND OTHER REGULATORY DOCUMENTS.

a. **City Reimbursement of VRSD.** VRSD and City acknowledge that the Closure Plan, Postclosure Plan and other regulatory documents must be revised and approved by the appropriate regulatory agencies in order to accommodate the development of Specified Recreational Uses on the Coastal Landfill Parcel and that such revisions may be required on subsequent occasions during the term of this Lease Agreement. VRSD and City agree to cooperate in all such revisions and the implementation of the Closure Plan, Postclosure Plan, and other regulatory documents, provided that VRSD shall not be obligated to agree to any revision or requirement relating to Specified Recreational Uses which causes VRSD to incur expenses for subsurface maintenance of the Coastal Landfill beyond the expenses VRSD was obligated to incur under the plans and documents in existence as of the date of this Lease Agreement or which would conflict with or impair any right of the Lessee under the Gas Lease or cause VRSD to violate any covenant or obligation under the Gas Lease. VRSD and City agree that City shall bear the entire cost to City and VRSD of revising the Closure Plan, Postclosure Plan, and all other regulatory documents. City shall reimburse VRSD for all commercially reasonable costs and expenses incurred by VRSD under subsections 8a, b, c, d, e, f, and g below, including all VRSD staff and consultant costs. With respect to City's obligation herein to pay or reimburse VRSD, City shall, within thirty (30) days after receipt of billing from

VRSD, pay VRSD for reasonable expenses incurred by VRSD in carrying out the activities described in this Section 8 including staff time and consultant time in consulting with the City, City consultants, VRSD consultants, regulatory agencies and other interested parties involved in the revision and/or implementation of the plans or other regulatory documents and/or any of the activities described in this Section 8. City's obligation to reimburse shall include, but not be limited to payment for all VRSD staff and VRSD consultant time spent on reviewing all drafts, proposed submittals, designs, and other documentation relating to the plans and documents and attendance of VRSD employees and VRSD consultants at any and all meetings relating to the development of Specified Recreational Uses on the Premises. As used in this Lease Agreement, the term "VRSD consultant" shall mean independent engineers, hydrologists, attorneys, architects and other experts retained by VRSD. City shall reimburse VRSD for its staff time at the then current established hourly rates and for its consultants' time at the established hourly rates as then specified in contracts between VRSD and its consultants which shall be made available to City. In addition, if the revised plans or other permits, conditions or documents changed as a result of Specified Recreational Uses result in an increase in the expense of providing subsurface postclosure maintenance City shall, throughout the terms of this Lease Agreement, reimburse VRSD for such additional postclosure maintenance expenses within thirty (30) days after receipt of billing specifying the nature and cost of the additional maintenance work, improvements, monitoring or other activity required by the revised Closure Plan, Postclosure Plan or other regulatory documents.

b. **City's Assumption of Responsibility.** Immediately upon execution of this Lease Agreement, City shall assume responsibility for complying with the surface maintenance components of the Postclosure Maintenance Plan and other regulatory documents, including, but not limited to, the WDR's. Upon the approval of the revised Closure Plan, Postclosure Plan, and other regulatory documents permitting Specified Recreational Uses on the Coastal Landfill Parcel City shall become responsible for and shall commence the physical work of complying with all components of those plans and any successor plans and other documents which regulate or relate to the development and maintenance of the surface of the Coastal Landfill Parcel and VRSD shall bear responsibility only for non Specified Recreational Uses related subsurface maintenance requirements of said plans, including responsibility for any subsurface maintenance facilities which exist on or above the surface of the Coastal Landfill Parcel. In addition to assuming responsibility for all continuing and all new surface maintenance requirements, City shall bear responsibility for any additional subsurface maintenance requirement caused by the development and/or operation of Specified Recreational Uses on the Premises. In the future, during the term of this Lease Agreement, City shall become responsible for compliance with all new provisions, conditions and requirements of further revised plans and other regulatory documents relating to Specified Recreational Uses on the Premises and for all subsequent revised or new provisions, conditions and requirements of said plans and documents or new regulatory enactments relating to the surface maintenance of the Premises which may hereinafter become effective during the term of this Lease Agreement. The parties acknowledge that the various regulatory agencies may continue to name VRSD as the permittee, owner and/or responsible party for the Closure Plan, Postclosure Plan, and other regulatory documents. Nonetheless, City shall take all reasonable action necessary to assure that City's activities do not cause VRSD to be found by the regulatory agencies to be out of compliance with the Closure Plan,

Postclosure Plan, or any other regulatory document. City and VRSD agree that each shall carry out its responsibilities under this Section 8 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

c. **City's Right to Withdraw Initial Applications for Plan Revisions.** City, at its sole discretion, may, at any time, prior to approval of the initial applications to be made to revise the Closure Plans and Postclosure Plans in existence on the date of this Lease Agreement to allow the initial development of Specified Recreational Uses, determine that the applications for revision to the Closure Plan and Postclosure Plan and/or all other regulatory documents shall be withdrawn; and, this Lease Agreement will, upon such withdrawal, automatically terminate. It is further agreed that City, in its sole discretion, may at any time after approval of the above referenced applications, terminate this Lease Agreement pursuant to Section 24 below.

d. **Plan Revision Process.** Revisions of the Closure Plan and Postclosure Plan, current or as revised in the future, as well as the revision of any and all other regulatory documents pertaining to land use on the Premises, including permits, requirements, orders and other regulatory directives, shall be processed by City and VRSD on a cooperative basis consistent with the provisions herein. No application for any revision to the Closure Plan and/or Postclosure Plan shall be submitted to the CIWMB or LEA until both VRSD and City have approved the submission of such application for revision. Neither VRSD nor City shall be obligated to apply for, support or accept any Plan revision proposed as a consequence of planned Specified Recreational Uses which increases the expense of the party responsible for complying with the provision objected to; provided that neither party shall oppose such provisions if the other party agrees to assume all liability for the expense of such provisions, except that notwithstanding anything contained in this Agreement, VRSD shall not be required to apply for, support or accept any Plan revision, the implementation of which would conflict with or impair any right of the Lessee under the Gas Lease or cause VRSD to violate any covenant or obligation under the Gas Lease. City agrees that City shall pay and/or bear the full expense of preparing, processing and implementing the revised Closure Plan, Postclosure Plan, and other regulatory documents caused by or related to, directly or indirectly, the development of Specified Recreational Uses on the Premises.

e. **Financial Assurance Mechanism.** City acknowledges the legal requirements relating to the provision of financial assurance mechanisms for closed landfills. VRSD and City acknowledge that the existing financial assurance mechanism which has been established and funded by VRSD and approved by CIWMB may be revised as a result of revisions to the Closure Plan and Postclosure Plan necessitated by City's proposal to develop Specified Recreational Uses on the Coastal Landfill Parcel. VRSD shall continue to be responsible to the CIWMB for providing financial assurance in the amount stated in the Postclosure Plan's estimate of expense of fifteen (15) years of postclosure maintenance of the Coastal Landfill as specified in the cost estimate existing

on the date of this Lease Agreement (even though City, pursuant to this Lease Agreement, shall bear the actual expense, when incurred, of all surface maintenance and any expense of any additional subsurface maintenance required as a result of City's development of Specified Recreational Uses on the Coastal Landfill). On the other hand, City shall be responsible for providing financial assurance for all other new postclosure maintenance expenses as required by CIWMB as a consequence, direct and/or indirect, of Specified Recreational Uses including Specified Recreational Uses related surface maintenance requirements and all new subsurface requirements which are required as a result of Specified Recreational Uses proposed. City acknowledges that as a result of the application for revision to the Closure Plan and Postclosure Maintenance Plan which must be made in order to advance the development of Specified Recreational Uses on the Coastal Landfill Parcel, the CIWMB may implement additional financial assurance requirements. City shall be responsible for and hold VRSD harmless from any such additional Specified Recreational Uses related requirements. City also acknowledges that additional financial assurance requirements may be imposed in the future. City shall bear all costs, expenses and obligations of meeting such additional financial assurance requirements as relate to surface maintenance required because of the development and/or operation of Specified Recreational Uses on the Premises. VRSD shall expeditiously apply in accordance with CIWMB regulations to CIWMB for release of any financial assurance funding or security provided by City and release any funds held by VRSD which are due to City upon CIWMB approval of such release.

f. **Final Design.** After CIWMB and LEA approval of revisions to the Closure Plan and Postclosure Plan and all other necessary regulatory approvals, including, but not limited to the approval of the RWQCB, SWRCB and EPA, City shall develop final designs for Specified Recreational Uses improvements to be constructed upon the Premises. These final designs shall be submitted to VRSD for its review. VRSD may, within thirty (30) days after receipt of any submittal, comment upon any aspect of the designs which could potentially increase VRSD's cost of subsurface maintenance of the Coastal Landfill; provided, however, that, notwithstanding anything contained in this Agreement, VRSD shall not be required to accept any final design, the implementation of which would conflict with or impair any right of the Lessee under the Gas Lease or cause VRSD to violate any of its covenants or obligations under the Gas Lease.

Notwithstanding VRSD's review of and comment on the final design, City shall release, indemnify, defend and hold VRSD harmless from any liability arising from any design defect, error, omission, or damage arising from the final design of all improvements to be constructed on the Premises.

g. **Environmental Documentation.** City shall be the lead agency for all environmental documentation relating to any and all development on the Premises. City shall fully comply with the California Environmental Quality Act ("CEQA"). City shall be responsible for defending or providing a defense to any action alleging non-compliance with CEQA or any other law, regulation, rule or permit arising out of the revision of the Closure Plan, Postclosure Plan or other regulatory document relating to Specified Recreational Uses or the Northwest Golf Community Specific Plan, except to the extent of any liability caused by VRSD's acts, omissions or negligence. City shall hold

harmless, defend and indemnify VRSD in any such action, except to the extent of any liability caused by VRSD's acts, omissions or negligence. City shall reimburse VRSD for any expense, including, but not limited to any expense for staff time, consultant time (including attorney time or other related expenses) incurred by VRSD in response to City's request made in connection with VRSD's defense.

h. **Development Liability.** City shall hold harmless, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD) and indemnify VRSD from any action, claim or liability arising out of City's approval of development occurring on the Premises or on the property covered by City's approval of the Northwest Golf Community Specific Plan. City shall reimburse VRSD for any expenses, including, but not limited to, any expense for staff time or consultant time (including attorney time or other related expenses) incurred by VRSD as a result of such action. For example, City shall hold harmless, defend (by counsel selected by City after concurrence which shall not be unreasonably withheld by VRSD) and indemnify VRSD in any administrative appeal or judicial action brought in any administrative forum or any court relating to the City's approval and/or development approved by City in the Specific Plan area, including, but not limited to, compliance with environmental documentation requirements, low income housing provisions, compliance with general plan or other planning requirements or other actions involving any City approval or City permit relating to development in the Specific Plan area. With respect to development of Specified Recreational Uses on the Premises, City shall bear all permit, annexation, zoning, development agreement and other regulatory costs, fees, charges or requirements. For example, City shall indemnify and hold VRSD harmless from annexation fees and other charges due Calleguas Water District and/or Metropolitan Water District of Southern California upon annexation and development of the Premises.

i. **Construction.** VRSD shall be entitled to inspect the Premises throughout the construction of all improvements on the Premises. Notwithstanding VRSD's inspection of construction activities, City shall release, indemnify, defend and hold VRSD harmless from any and all liability arising from the construction of any and all improvements on the Premises by City or City's contractors. All City contractors working on the Premises shall be obligated to name VRSD as an additional insured as to all insurance requirements imposed by the City on its contractors.

9. **MAINTENANCE.**

a. **Immediate Assumption of Maintenance of Coastal Buffer Parcel and Surface Maintenance of Coastal Landfill Parcel.** Immediately upon execution of this Lease Agreement, City shall take possession of and be responsible for the maintenance of the Coastal Buffer Parcel and the surface maintenance of the Coastal Landfill Parcel as provided in this Lease Agreement. From and after the date of this Lease Agreement, City shall be entitled to a non-exclusive right of reasonable access to the Coastal Landfill Parcel at any time, subject to the present or future subsurface maintenance operations of VRSD on the Premises and to the rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary

flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system. The parties should coordinate their respective activities and meet quarterly to discuss upcoming activities on the Premises.

b. **Coastal Landfill Parcel Maintenance Responsibility.** Immediately upon execution of this Lease Agreement, City shall be responsible for complying with all surface maintenance requirements established under the then existing Postclosure Maintenance Plan and other regulatory documents including, but not limited to, the WDR. Upon approval of the revised Closure Plan and/or Postclosure Plan and other regulatory documents permitting Specified Recreational Uses, in accordance with this Lease Agreement, City shall be solely responsible for and obligated to maintain the surface of the Coastal Landfill Parcel in accordance with all requirements of said Plan and documents. VRSD shall retain the right of access to perform all subsurface maintenance of the Coastal Landfill for which VRSD shall remain responsible. City shall be responsible for complying with all surface maintenance activities on the Coastal Landfill including, but not limited to, the surface maintenance activities set forth in the Closure Plan, Postclosure Plan, and other regulatory documents and any revisions thereto. City shall bear all expense associated with Premises surface maintenance activity. City shall release, defend, and hold VRSD harmless from any and all expense relating to the surface maintenance of the Premises, except for expenses incurred by VRSD hereunder in maintaining subsurface maintenance facilities. City and VRSD agree that each shall carry out its responsibilities under this Section 9 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

c. **Indemnification.** In consideration of entering into this Lease Agreement, City agrees that, City shall indemnify, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD), and hold VRSD, and each of VRSD's directors, employees, attorneys, and agents (collectively, "Indemnitees") harmless from any and all claims, liabilities, liens, losses, judgments, orders, actions (including actions arising from personal injury to or death of third persons or property damage), expenses, fines, penalties, governmental directives or inquiries, environmental response costs of any type (including without limitation reasonable attorneys' and environmental consultants' fees) (collectively "Liabilities"), arising from or related to City's design, construction, maintenance, repair, operation and/or use of the Premises, except to the extent such liabilities are caused by Indemnitees' acts, omissions, or negligence.

d. **Release.** City hereby fully releases Indemnitees from any and all claims which City may have now or in the future against Indemnitees for any damage or liability arising from the use of the Premises by City. As a material covenant and condition of this Lease Agreement, City agrees that in the event of any adverse event, situation or condition regarding the use of the Premises by City, City shall look solely to parties other than Indemnitees, and Indemnitees shall not be

responsible in any way therefor, and no cause of action shall lie, nor shall any judgment, however obtained, be executed against Indemnitees or any of them except to the extent such adverse event, situation or condition is caused by Indemnitees' acts, omissions or negligence.

With respect to the foregoing release, City fully waives any rights or benefits available to City under the provisions of Section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

City acknowledges that its attorney at law has explained to City the meaning and effect of this statute. City understands fully the statutory language of Civil Code Section 1542, and with this understanding, City nevertheless elects to, and does, assume all risk as against Indemnitees regarding such damages or liabilities, whether arising before or after the making of this Lease Agreement and whether now known or unknown, and City specifically waives any rights City may have under California Civil Code Section 1542. City fully understands that if the facts with respect to which this release is executed are later found to be other than or different from the facts now believed by it to be true, City expressly accepts and assumes the risk as against Indemnitees of that possible difference in facts, and agrees that this release shall be and remain effective notwithstanding that difference in facts.

Therefore, the provisions of Civil Code Section 1542 (and any other or similar provisions of common or statutory law of any state of the United States) are hereby waived by City as to all matters released herein and City acknowledges that this waiver is an essential and material term of this Lease Agreement without which this Lease Agreement would not have been executed by VRSD. City acknowledges and recognizes that City may hereafter discover facts different from or in addition to those which City now knows or believes to be true with respect to the claims released herein. However, City intends by this Lease Agreement to fully, finally and forever settle and release the claims set forth herein, whether these claims heretofore have existed, now exist, may now exist, or will exist upon the discovery of additional facts. In furtherance of this intention, this Lease Agreement shall remain in full and complete effect in all respects, notwithstanding the discovery by VRSD or City of the existence of additional or different facts relating to the claims hereby released.

10. **GAS AND CONDENSATE COLLECTION AND FLARE SYSTEM**

a. **Collection System.** City acknowledges that VRSD owns the landfill gas generated under the Premises. City acknowledges the existence and contents of the April 22, 1983, Landfill Gas Lease and Operating Agreement for Conversion Systems among Cambrian Energy Systems,

Inc., Ventura Coastal Corporation and VRSD, and the April 18, 1991, First Amendment to Landfill Gas Lease and Operating Agreement for Conversion Systems between Oxnard Landfill Associates and VRSD (collectively referred to as the "Gas Lease"). City acknowledges that: (i) "Lessee" under said Gas Lease (originally Cambrian Energy Systems, Inc. and currently Ogden Power Pacific, Inc., a subsidiary of Ogden Energy, Inc.), has comprehensive rights of way over the Premises to extract landfill gas from the Coastal Landfill and collect this gas and transport it to its energy facility as described in said lease; (ii) these rights, include, but are not limited to, the right to construct, repair, replace, relocate, and maintain gas extraction wells, collection piping, collection traps, valves, monitoring equipment, blowers, pumps and other improvements related to the development of the gas rights in the Coastal Landfill; and (iii) the Lessee under said Gas Lease also has the right to place and maintain on the Coastal Landfill Parcel tanks, roads, pipelines, power lines and other improvements necessary to the Lessee's operations subject to limitations set forth in the Gas Lease. City acknowledges and agrees that its right to use and occupy the property under this Lease Agreement are subject to the rights of the Lessee and VRSD under said Gas Lease and that VRSD and/or the Lessee shall reserve ownership and possession of these gas collection improvements. VRSD agrees that it will be primary liaison with the Lessee regarding the coordination of Specified Recreational Uses with the Lessee's operations and the exercise of Lessee's rights under the Gas Lease. VRSD shall use commercially reasonable efforts to obtain the Lessee's reasonable commercial cooperation with Specified Recreational Uses; provided that City releases VRSD from any liability arising from the Lessee's failure to cooperate. City acknowledges, however, that notwithstanding anything contained in this Lease Agreement, VRSD makes no representation that the Lessee under the Gas Lease has agreed to, authorized or consented to, or will agree to, authorize or consent to, any particular action in respect of the activities contemplated hereunder. City further agrees that in the event the Gas Lease is terminated, VRSD shall be deemed to have succeeded to all of the rights, including rights of way over the surface of the Coastal Landfill Parcel created in the Lessee under said Gas Lease. In the event VRSD succeeds to Lessee's right, VRSD shall cooperate with City's operation of Specified Recreational Uses in a commercially reasonable manner.

City agrees to cooperate with the Lessee, and, subsequently, VRSD in Lessee's and VRSD's exercise of said Gas Lease rights of way. City also agrees to cooperate with Lessee and VRSD with regard to the gas and condensate collection system on the Premises, including any improvements, alteration, repair and/or maintenance of said system that may be undertaken by Lessee and/or VRSD. City shall coordinate its activities on the Premises with VRSD with respect to the activities which may affect rights under the Gas Lease. City agrees that to the extent the Closure Plan, Postclosure Plan or other regulatory documents require changes, because of the development of Specified Recreational Uses on the Premises, to the gas extraction and collection system built and owned by Lessee and/or VRSD pursuant to the Gas Lease, and VRSD and/or Lessee implement such changes, all work relating to such changes shall be at City's sole expense and City shall not initiate construction work on the Coastal Landfill Parcel until all work relating to such changes has been completed. Before commencing such gas system revision work, VRSD shall obtain City's approval of the specifications, budget and any construction contracts relating to such changes to the gas system. City shall pay the entire estimated cost of such work to VRSD before such work commences and upon the completion of the work VRSD shall provide City a complete

accounting of the expense of the work and either refund to City any unexpended portion of the City's initial payment of the estimated cost or collect from City any amount reasonably incurred by VRSD in excess of City's initial payment of the estimated cost. All work shall be completed in a commercially reasonable manner consistent with the requirements of all regulatory agencies. If City does not approve the proposed work and pay the estimated cost, VRSD will be under no obligation to implement the work. In the event that any changes to the gas extraction and collection systems are made hereunder, City shall bear the full expense of making such changes and shall hold harmless, defend and indemnify the Lessee and VRSD from any and all costs, liability, or regulatory enforcement activity related to any such change made to the gas extraction and/or collection system. For example, the amended Closure Plan or other regulatory requirement may require that gas extraction systems be fenced, that collection pipelines be buried and/or that other protective measures be taken with respect to any part of the landfill gas extraction, collection and distribution system. The total cost to VRSD of completing all of the work of designing, constructing, burying (including the importation of soil to bury the collection pipes) and maintaining changes to such systems necessitated by Specified Recreational Uses that may be carried out during the term of this Lease Agreement shall be borne by City and City shall promptly pay or reimburse VRSD for all VRSD expenses, including expenses associated with utilization of VRSD staff, VRSD consultants and/or the Lessee relating to such work. Any soil imported as part of this construction work shall meet City's specifications. City may require VRSD to use soil procured by City for this work in order to reduce construction costs.

b. **Flare Station.** City acknowledges the existence of a landfill gas flare station located on the northern portion of the Coastal Landfill Parcel as illustrated on Exhibit A. Notwithstanding any other provision of this Lease, City agrees that all of the area located within the fencing surrounding said flare station shall not be used by City or City's contractors and City shall design and operate any Specified Recreational Uses in the vicinity of the flare so as to discourage any recreational activity within 100 feet of the fence surrounding the flare. VRSD shall be responsible for maintaining all landscaping inside the fencing surrounding the flare station. City shall provide water to VRSD, out of the City's Entitlement, defined at section 14b below, at the cost of pumping the water from the Coastal Water Well (utility extraction cost and UWCD and GMA pump charges), for such landscaping. VRSD shall be responsible for the maintenance of the flare equipment or gas piping system associated with the flare station. VRSD shall, at its sole expense, continue to operate the flare and the associated facilities in compliance with all regulatory requirements including the requirements of CIWMB, LEA, and APCD.

c. **Condensate Collection.** City acknowledges the existence of condensate collection tanks on the Premises which store landfill condensate from the gas and condensate collection system for the Coastal Landfill. VRSD shall have access to repair, maintain and service said tanks.

d. **Gas Royalties.** This Lease Agreement does not modify, in any fashion, the Gas Lease and VRSD shall continue to be entitled to receive all royalties paid by the Lessee under said Gas Lease.

11. LANDFILL GAS AND GROUNDWATER

a. Groundwater. City acknowledges that RWQCB has adopted WDR's and groundwater monitoring requirements for the closed Bailard Landfill, Coastal Landfill, and Santa Clara Landfill. City acknowledges that prior to the development of Specified Recreational Uses, revisions are likely to be made to the Bailard Landfill, Coastal Landfill and Santa Clara Landfill WDR's and groundwater monitoring requirements as a result of RWQCB's review of the proposed Specified Recreational Uses on the Coastal Landfill Parcel. To the extent RWQCB requires revisions to the monitoring requirements as a result of the proposed Specified Recreational Uses, and such changes increase the expense which VRSD incurs in its postclosure maintenance of the subsurface of the Bailard Landfill Parcel or the Santa Clara Landfill or the Coastal Landfill Parcel, City shall reimburse VRSD for the full amount of any such increase. For example, if RWQCB, determines, as a result of the proposed golf course development, that VRSD is required to drill additional monitoring wells or test additional constituents or increase the monitoring frequency or standards, City shall reimburse VRSD for the actual expense to VRSD of all VRSD staff time, consultant time, laboratory expense and other costs associated with compliance with such revisions as these expenses are incurred, throughout the term of this Lease Agreement, payable thirty (30) days after VRSD's delivery of invoices to City. VRSD shall also retain the right of access to and possession of all monitoring well sites approved by RWQCB on the Premises, including any located on the Coastal Buffer Parcel and/or the Coastal Landfill Parcel.

City also acknowledges that RWQCB may impose irrigation restrictions, cover system improvements or other conditions upon the development of Specified Recreational Uses in order to protect groundwater in the vicinity of the Premises. City agrees to comply with all restrictions and conditions on the development and operation of Specified Recreational Uses imposed by RWQCB as well as CIWMB, LEA, APCD or any other regulatory agency at City's sole expense and City further agrees to hold harmless, defend (by counsel selected by City, after concurrence, which shall not be unreasonably withheld, by VRSD) and indemnify VRSD from any and all expense, liability or regulatory enforcement actions, including fines or penalties for violations or remediation orders relating to any violation of any groundwater regulatory requirements by City or City's contractors or arising from the Specified Recreational Uses on the Premises.

City further acknowledges that as a result of the proposed Specified Recreational Uses on the Coastal Landfill Parcel, environmental impacts may occur in the future which may lead to the requirement for remediation of surface or subsurface conditions impacted or caused by the construction, operation and/or maintenance of Specified Recreational Uses on top of a closed landfill. City shall hold harmless, defend (by counsel selected by City, after concurrence, which shall not be unreasonably withheld by VRSD) and indemnify VRSD from any and all expense, liability, regulatory action or remediation costs associated with or caused by the development of Specified Recreational Uses on the Coastal Landfill Parcel.

b. Subsurface Gas. City acknowledges that the decomposing waste buried in the Coastal Landfill creates landfill gas, including methane gas. City acknowledges that some

constituents of the landfill gas may be hazardous and toxic. City further acknowledges that methane gas is combustible. City further acknowledges that the landfill gas can travel laterally subsurface. Throughout the term of this lease, VRSD shall remain responsible for and bear the full expense of monitoring subsurface migration of landfill gas from the Coastal Landfill Parcel. VRSD shall continue to maintain and monitor monitoring wells as required by CIWMB and the LEA. VRSD shall control the migration of landfill gas. As gas generation declines, VRSD shall be obligated to and have the right of access to the Premises in order to construct further gas wells and related collection piping and facilities in accordance with regulatory requirements. VRSD and City shall meet and cooperate in developing plans for such construction with the intent to avoid, to the extent consistent with regulatory and gas system operational requirements, unreasonable interference with Specified Recreational Uses.

City acknowledges that a subsurface gas migration barrier slurry wall has been constructed along the southern boundary of the Santa Clara Landfill and the eastern boundary of the Coastal Landfill. City shall not undertake or authorize any construction activity which damages the structural integrity or operational functionality of the slurry wall located on the Coastal Landfill Parcel.

City also agrees that City and City contractors, including the operator of any Specified Recreational Use on the Coastal Landfill Parcel, shall not undertake any activity, including excessive irrigation, as determined in writing by CIWMB, RWQCB, LEA or County of Ventura, which causes an increase in the expense to VRSD of its postclosure subsurface maintenance obligations, and City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement actions, including fines or penalties for violations or remediation orders relating to any such activity by City or City's contractor.

c. **Surface Emissions.** City acknowledges that landfill gas can escape from the closed landfill through cracks in the surface of the cover lying over the buried waste. City acknowledges that by leasing the Premises, City has assumed responsibility for maintaining the surface of the closed landfill so that all cracks are filled and no leaks of gas are permitted through the surface in excess of the amount of gas allowed pursuant to APCD's Rules 74.17, and 74.17.1 and such other laws, regulations, rules or regulatory orders which exist now or may be adopted in the future. VRSD shall, at VRSD's expense, conduct Coastal Landfill surface emission monitoring and reporting to APCD under APCD Rules 74.17 and 74.17.1 and successor regulations. City acknowledges that these rules may require periodic sweeps on 100 foot or smaller grids laid over the Coastal Landfill Parcel. City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement actions, including fines or penalties for violations or remediation orders relating to any violations of any such law, regulation, rule or regulatory order relating to City's maintenance of the surface of the Premises, except to the extent of liability caused by VRSD's negligence. City and VRSD agree that each shall carry out its responsibilities under this Section 11 without impairing any rights of Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas

extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

12. EASEMENT FOR SETBACK AND IMPACT DISCLOSURE.

a. **Adjacent Private Property.** Except as provided in subsection 12.a.1 below, City, in regulating the development of the Northwest Golf Community Specific Plan area, shall require the owners of the property lying to the south of the Coastal Landfill Parcel to execute and record an easement or other agreement providing for a 300 foot setback, measured from the property line of the Coastal Landfill Parcel, prohibiting any construction of any enclosed structure within the 300 foot setback. Drainage facilities are not considered to be enclosed structures. The City shall also require the developers of the property to disclose in writing to prospective buyers of the property that the prior operation, closure and postclosure maintenance of the solid waste landfill located on the Bailard Landfill Parcel and/or Coastal Landfill Parcel may adversely affect the use, enjoyment, and occupation of the property because of the creation, existence, expansion, migration, or discharge of environmental impacts including, but not limited to, odor, vectors, organisms, particles, gases, chemicals, toxics, leachate, or other substances, whether airborne, waterborne or otherwise transmitted.

1. **Historical Building Parcel.** Subject to the conditions stated in this subsection, City may allow construction of an enclosed structure on the Historical Building Parcel described in the Specific Plan; provided the City has made a written determination that the use of such structure shall not expose the users thereof to unacceptable risks of injury or property damage caused by landfill gas migrating from the Coastal Landfill Parcel. City, in regulating the development of the Historical Building Parcel, shall not allow the construction of buildings or other enclosed structures or improvements of any kind, except drainage or water detention facilities, within 150 feet of the Coastal Landfill Parcel. City shall not permit the construction of any residential building on the Historical Building Parcel. City shall not permit any structure on any portion of the Historical Building Parcel to be used for residential use. City shall implement and enforce building requirements for all improvements constructed on the Historical Building Parcel in order to protect any occupants or users of such structures from being exposed to any hazard associated with the migration of landfill gas from the Coastal Landfill Parcel. City shall not permit any construction on the Historical Building Parcel until the owners of that Parcel have executed and recorded (1) an Access Easement from Vineyard Avenue to the Coastal Landfill Parcel in a form acceptable to VRSD, (2) a Declaration and Establishment of Covenants, Conditions and Restrictions in a form acceptable to VRSD, and (3) any subordination documents necessary to remove any cloud on the priority of the rights conferred by the easement and the declaration. City shall quitclaim all of its interest in the property covered by this access easement except for a nonexclusive right of way for ingress and egress to the Patterson Drain.

b. **Adjacent City Property.** City, in managing the use of City owned property in the Northwest Golf Course Community Specific Plan area, shall not construct or permit construction of enclosed structures within 300 feet of the Coastal Landfill Parcel, except for Specified Recreational

Uses related restrooms, snack shops with open air seating, and/or unenclosed shelters, and a Specified Recreational Use maintenance facility, and drainage facilities, provided all such improvements are designed and constructed to prevent the trapping or accumulation of landfill gas. City further acknowledges that the prior operation, closure and postclosure maintenance of the solid waste landfill located on the Coastal Landfill Parcel may adversely affect the use, enjoyment, and occupation of the City's property because of the creation, existence, expansion, migration, or discharge of environmental impacts including, but not limited to, odor, vectors, organisms, particles, gases, chemicals, toxics, leachate, or other substances, whether airborne, waterborne, or otherwise transmitted (collectively called "Environmental Impacts to City's Property"). City expressly assumes and accepts all risk of such Environmental Impacts to City's Property. City, for itself and on behalf of its transferees, assigns and successors in interest, hereby agrees to waive, release and forever discharge VRSD from any and all claims, demands, actions, causes of action, obligations, damages, liabilities, loss, cost or expense, including attorneys' fees and consultant fees, of any kind or nature whatsoever, whether for property damage, personal injury, death, or otherwise, past, present, or future arising from the Environmental Impacts to the City's Property, subject only to the limitation, to be narrowly interpreted to avoid diminution of the broad release intended here, that VRSD shall not conduct Landfill postclosure maintenance activities after the date of this Lease Agreement in a grossly negligent manner.

13. FLOOD CONTROL.

a. Patterson Drain. City holds an easement to the Patterson Drain as illustrated on Exhibit A. City shall be solely responsible for the maintenance of this drain, including the maintenance of any landscaping lying within the drainage easement. City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement action relating to City's operation and/or maintenance of the Patterson Drain.

b. Victoria Avenue Drain and Flood Control Flap Gate. City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement action relating to or arising out of the City's use, operation or maintenance of any Specific Plan area drainage features existing now or constructed in the future, including the Victoria Avenue drain, the Ventura County Flood Control flap gate, except to the extent caused by VRSD's acts, omissions or negligence.

c. VRSD Not Liable for Flood. VRSD shall not be liable for any injury, damage, or loss suffered, sustained or claimed by City or the employees of City or any other persons injured on the Premises, arising from or related to flood, seepage, other waters upon the Premises, drainage or lack of drainage, irrigation or lack of irrigation, or any causes beyond the control of VRSD unless such liability arises from VRSD's acts, omissions or negligence.

14. WATER

a. **Water Rights.** VRSD and City agree that any and all water rights or water entitlements appurtenant to the Coastal Buffer, Coastal Landfill, Bailard Buffer and Bailard Landfill Parcels (collectively "VRSD Parcels") shall remain the property of VRSD, and shall be deemed to benefit and run with VRSD's ownership of the VRSD Parcels. VRSD and City agree that any and all water rights or water entitlements appurtenant to the real property addressed by the Specific Plan, excluding the VRSD Parcels, but including the entire GMA allocation attributable to the Swift Well (Swift Allocation; State Well No. 2N/22W-29M1), shall be the property of the City upon transfer to the City of all real property necessary to implement the Specific Plan. Water rights or water entitlements addressed by this section include riparian, overlying or prescriptive water rights, and any and all allocation or entitlement granted under or pursuant to ordinances of the Fox Canyon Groundwater Management Agency ("GMA") or any government agency with authority to regulate groundwater use on the VRSD Parcels and the real property associated with the Specific Plan. VRSD shall allow City, and City shall allow VRSD, the right to use a portion of the water produced in accordance with the water rights and water entitlements under the terms and conditions described in this section; provided, however, that all such rights granted to City by VRSD under this Lease Agreement shall be subject to the rights of Lessee under the Gas Lease, including Section 9 thereof.

b. **VRSD Landfills GMA Allocation.** With respect to the Coastal Landfill and Bailard Landfill Parcels, GMA has authorized and issued to VRSD, through VRSD state well numbers 2N/22W-29D4, 29D5, 30C5, 30C6, 30K1 and 30L2, a total of 260.4 acre feet of baseline allocation ("VRSD Landfills Baseline Allocation"), 39.514 feet of historical allocation ("VRSD Landfills Historical Allocation"), and any credits accruing on the VRSD Landfills Historical Allocation (the VRSD Landfills Baseline Allocation and the VRSD Landfills Historical Allocation are collectively referred to as the "VRSD Landfills Allocation"). Effective upon City's assumption of surface maintenance responsibilities for the Coastal Landfill Parcel under Section 9(b) above, and continuing so long as City continues to be responsible for and provides the required surface maintenance for the Coastal Landfill Parcel City and VRSD agree that, subject to GMA or other regulatory requirements, water produced in accordance with the VRSD Landfills Allocation shall only be used as follows:

(i) City shall have the exclusive right to use, for the sole purpose of constructing and irrigating Specified Recreational Uses developed on the Coastal Landfill Parcel pursuant to the Specific Plan, 93 acre feet per year of VRSD Landfills Baseline Allocation and 17 acre feet per year of VRSD Landfills Historical Allocation ("City's Entitlement").

(ii) VRSD shall have the exclusive right to use 167.4 acre feet per year of VRSD Landfills Baseline Allocation, the acre feet per year of VRSD Landfills Historical Allocation remaining, if any, after City's use of City's Entitlement, and any GMA credits accruing on the VRSD Landfills Historical Allocation, for any use on the Bailard Landfill Parcel, and to meet regulatory offset requirements relating to VRSD's operations at its Toland Road Landfill ("VRSD Entitlement").

(iii) On or before October 1 of each year, VRSD shall provide written notice to the City of the amount (in acre feet), to be determined in VRSD's sole discretion, subject to GMA or other regulatory requirements, of the VRSD Entitlement that VRSD, subject to the mutual agreement of City and VRSD as to the price of water as described below, will provide to the City for the City's exclusive use in the calendar year during which the written notice is provided ("VRSD Designation"). City shall respond with a written notice of how much of the VRSD Designation City agrees to use ("City Notice"). City shall have the exclusive right to use the entire amount stated in the City Notice only for the calendar year for which the VRSD Designation applies, subject to the payment by City to VRSD of VRSD Water Fees as defined below. As used herein, "VRSD Water Fees" shall mean an amount calculated by multiplying the number of acre feet of water used by City times the price of water set annually by the mutual agreement of VRSD and City as to the price of water for each year. If there is no mutual agreement, VRSD shall not be obligated to provide a VRSD Designation. City shall make payment in full to VRSD for the amount of water designated in the City Notice within thirty (30) days of the date City and VRSD agree upon a price for the use of the water.

c. **Other Water Rights Appurtenant to Premises.** For so long as City assumes surface maintenance responsibilities for the Coastal Landfill Parcel, VRSD grants to City the right to exercise any and all riparian rights associated with the Premises.

d. **Water Supply to Premises.** City may provide water to the Premises through any facilities needed and necessary, including VRSD state well number 29D5 (Coastal Water Well), subject to the conditions and limitations in this Lease Agreement. In light of the duration of this Lease Agreement, City shall be responsible for, and bear the full expense of the operation and maintenance of the Coastal Water Well as though City were the owner of the well. City, in its sole discretion, and at its sole expense, may repair or abandon the Coastal Water Well. If City abandons the Coastal Water Well, VRSD and City shall cooperate in selecting the most effective location and arrangement of the replacement to the Coastal Water Well and associated piping. If VRSD and City cannot agree on such location and arrangement, then, subject to GMA regulation, City shall make those decisions in a manner that VRSD incurs no greater cost than would be the case if the location and arrangement proposed by VRSD were selected. Provided however, should this Lease Agreement terminate, City shall, at its sole expense, provide a replacement well equivalent to the Coastal Water Well on the Coastal Landfill Parcel.

e. **Water Supply to Ballard Buffer Parcel.** VRSD has historically relied on the water well located on the land owned by Raymond E. Swift, successor trustee, known as the Swift Well (State Well No. 29M1), to supply water to the Ballard Buffer Parcel and the Coastal Buffer Parcel. The Swift Well will be abandoned during construction of the development provided in the Specific Plan. City agrees that before the Swift Well is abandoned VRSD shall drill a new well on the Ballard Buffer Parcel to serve the Ballard Buffer Parcel, with capacity to serve the Coastal Buffer Parcel if this Lease Agreement is ever terminated. City shall reimburse VRSD for seventy-five percent (75%) of the capital costs of drilling and equipping a new well on the Ballard Buffer Parcel, provided that in no event shall City be obligated to pay VRSD more than seventy-five thousand

dollars (\$75,000) for such new well capital costs. City shall pay such costs within thirty (30) days of City's receipt of well cost invoices from VRSD. VRSD shall be solely responsible for compliance with any statutes, ordinances, rules or regulations applicable to the construction and operation of the new Bailard Buffer Parcel Well. VRSD shall be responsible for applying to GMA for permission to use an efficiency extraction to serve the Bailard Buffer Parcel. VRSD shall be solely responsible for the operation, maintenance, repair or replacement costs for the new Bailard Buffer Parcel well constructed pursuant to this paragraph.

Effective upon the GMA's approval of the assignment to the City of the Swift Allocation, and continuing through the term of this Lease Agreement, City shall make available for use by VRSD or its lessee, at the option of VRSD in its sole discretion and subject to approval by GMA if such approval is required, up to but no more than 110 acre feet per year of the Swift Allocation (VRSD Swift Entitlement) for use on the Bailard Buffer Parcel. Use by VRSD of the VRSD Swift Entitlement is contingent upon the GMA's approval of the assignment to the City of the Swift Allocation, and limited to that assigned amount recognized and approved by the GMA as corresponding to the historical irrigation of the Bailard Buffer Parcel using the Swift Allocation. Use by VRSD of the VRSD Swift Entitlement, if any is approved by the GMA, shall terminate, and all rights to the VRSD Swift Entitlement shall revert to the City, when the Bailard Buffer Parcel ceases to be used for commercial agricultural production at approximately the same level of production as exists at the time of execution of this Lease Agreement. Except as provided in this subparagraph 14(e), the City shall have no responsibility to provide water service, or any water rights or entitlement to VRSD for use on the Bailard Buffer Parcel.

f. Reporting and Payment of GMA and UWCD Pump Charges. City and VRSD shall coordinate, as frequently as necessary, their groundwater extraction reporting to the GMA and United Water Conservation District (UWCD) associated with the VRSD Landfills Allocation and, if applicable, VRSD Swift Allocation so that appropriate payment to the GMA and UWCD can be made timely for all groundwater extractions made hereunder by City, VRSD and VRSD's lessee. City shall be solely responsible for regional pump charges (i.e. UWCD and GMA pump charges, and any other pump charges that may be imposed by a court or water management agency other than City) associated with City's use of the City Entitlement and that amount of water designated in the City Notice. VRSD shall be solely responsible for regional pump charges associated with its or its lessee's use of the VRSD Entitlement. City and VRSD acknowledge and agree that the GMA imposes a penalty on water use above that made available through its allocations and that each entity is solely responsible for its individual penalties or surcharges associated with its or its lessee's respective overuse of groundwater.

g. Water Availability. City and VRSD acknowledge that neither City nor VRSD has made any representations, warranties or guarantees with respect to the availability, quantity or quality of any water supplies or sources which may be required by City for the operation of a golf course on the Premises. City acknowledges and agrees that City shall be solely responsible and liable for the acquisition of all water which may be required by City, as well as any and all water necessary for the conduct of its operations on the Premises, at City's sole costs and expense, including, but not limited to, all expenses related to all state or local water fees, charges,

assessments, annexation fees, connection fees, standby fees, levies, and other costs imposed to provide such water. In the event City purchases water from a water supplier or other party, City agrees to pay such water bills directly and to indemnify, defend and hold VRSD, and the Premises, harmless from any and all obligations for the payment of such bills.

h. New Regulations. If the GMA or any other regulatory agency adopts new requirements which reduce the GMA Allocation or otherwise restricts further the right to pump water for the VRSD Parcels, then the City Entitlement and the VRSD Entitlement shall be reduced proportionately based on the ratio between the two entitlements.

15. ASSESSMENTS. Except to the extent of any amount due as a result of VRSD's or the Lessee's use of utilities, City shall pay at its sole cost and expense, and prior to delinquency, all assessments, annexation fees, charges (excluding standard utility charges) and real property taxes levied, imposed or assessed upon the Premises and improvements thereon during the Lease term, including, but not limited to, the amount of all assessments, levies, taxes, imposts and other charges imposed or levied by United Water Conservation District ("UWCD"), Ventura County Groundwater Management Agency ("GMA"), Calleguas Municipal Water District, or any successor, replacement, assignee or substituted entity thereof, for any purpose, including, but not limited to, the provision of water, water facilities or related services and/or any other utility service to the Premises during the term of this Lease. City shall pay, at its sole cost and expense, and prior to any delinquency, all taxes and assessments imposed on any personal property or trade fixtures belonging to City and located on the Premises.

16. UTILITIES. City, at its sole cost and expense, shall pay for all utilities including, but not limited to, telephones, gas, electricity, water and sewage and rubbish removal used in or on the Premises, before the same become delinquent, and City shall hold VRSD harmless from any liability, cost or expense for such utility charges, except that VRSD shall bear the expense of utility services used by VRSD. the Lessee shall bear the Lessee's own utility service expenses.

17. EXTERNAL ACCESS. VRSD has access to the Premises from Victoria Avenue and Gonzales Road over rights of way over the Northwest Golf Course Community Specific Plan area as illustrated on Exhibit A by the easements recorded in the Official Records of Ventura, California ("Records") document number 94-125434 ("Buffer Access Easement") and records document number 86-043729 ("Coastal Access Easement"). City shall accommodate VRSD's access to the Premises by requiring that any development occurring over the Buffer Access Easement and/or the Coastal Access Easement, preserve or relocate adequate easements and roads for VRSD's right of way to the Premises.

18. INTERNAL ACCESS.

a. Subsurface Maintenance Access. During the term of this Lease Agreement, VRSD shall retain a non-exclusive right of way over the Premises and shall have the right, but not the obligation, to construct, repair, maintain and replace subsurface maintenance facilities and related landfill impact mitigation and remediation installations reasonably necessary to permit VRSD's

fulfillment of its landfill postclosure subsurface maintenance obligations. VRSD shall notify City of the location of and construction schedule for any new well or other subsurface facility prior to construction of such well or facility on either the Coastal Buffer Parcel or Coastal Landfill Parcel. City shall, at its expense, maintain roads which provide VRSD access to all subsurface maintenance facilities, including maintenance of the access roads which are located on the western, northern and eastern perimeter of the Coastal Landfill Parcel in the same condition as they exist as of the date of this Lease Agreement. City shall, at its expense, maintain or relocate other internal access roads on the Coastal Buffer Parcel and/or the Coastal Landfill Parcel, including the southern perimeter road existing on the Coastal Landfill Parcel as of the date of this Lease Agreement, to provide structurally reinforced all weather access, including cart paths, for VRSD staff and contractors to all subsurface maintenance facilities. All vegetation and golf course landscaping and other improvements shall be kept mowed, trimmed and/or maintained in a fashion that allows VRSD clear, unobstructed access to all such subsurface maintenance facilities and that provides adequate protection against fire hazard. City and VRSD agree that each shall carry out its responsibilities under this Section 18 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

b. **Interference with Recreational Activities.** VRSD shall, to the extent reasonably and commercially practicable, avoid and minimize interference with Specified Recreational Uses. However, it is acknowledged that Specified Recreational Uses related activity may have to be temporarily diverted or stopped to allow VRSD to comply with postclosure regulatory requirements for monitoring and/or maintenance. VRSD shall not, under any circumstances, be responsible for consequential damages related to City's inability to provide recreational uses on the Premises, including any loss of golf course playing time. VRSD shall notify City of VRSD's maintenance schedule and reasonably coordinate its activities with the City's golf course operations. VRSD shall indemnify, defend and hold City harmless for any golf play caused damages or injuries sustained by VRSD employees who are on the Premises while golf is being played.

19. **TITLE.** City acknowledges review, approval and acceptance of the state of the title to the Premises as recorded in the Recorded Official Records of the County of Ventura. City shall not, at any time during the Lease term, encumber City's leasehold interest or VRSD's fee title by deed of trust, mortgage, lien or any other similar security instrument. City hereby agrees to indemnify and hold VRSD and the Premises free and harmless from all liability for any and all liens, mortgages, deeds of trust, claims and demands, including reasonable attorneys' fees, and all costs and expenses in connection therewith.

20. **REPAIRS AND RESTORATION.** City shall assume full responsibility for the maintenance and repair of the Premises except for any facilities owned or operated by the Lessee under the Gas Lease and, further, except for facilities maintained by VRSD in the discharge by VRSD of VRSD's subsurface maintenance of the closed Coastal Landfill, which facilities shall be interpreted to mean all gas migration monitoring and collection wells and piping, all equipment relating to the gas flare

station, all groundwater monitoring wells, all condensate collection tanks, all aerial survey plates (hereinafter "VRSD maintenance facilities"). Except for the VRSD maintenance facilities, City shall keep in good order, condition and repair the Premises and every part thereof, structural and non-structural, (whether or not such portion of the Premises requiring repair, or the means of repairing the same are reasonably or readily accessible to City, and whether or not the need for such repairs occurs as a result of City's use, any prior use, the elements or the age of such portion of the Premises), including, without limitation the generalization of the foregoing, all landscaping, driveways, roads, irrigation systems, parking lots, drainage improvements, fences, signs and all other improvements located on the Premises. Except as expressly stated herein to the contrary, it is intended by the parties hereto that VRSD has no obligation, in any manner whatsoever, to repair, maintain, replace, improve or otherwise perform any work whatsoever on the Premises. City expressly waives the benefit of any statute now or hereinafter in effect which would otherwise afford City the right to make repairs at VRSD's expense or to terminate this Lease Agreement because of VRSD's failure to keep the Premises in good order, condition and repair.

City, at City's cost and expense shall make all alterations, additions, or repairs to the Premises or the improvements or facilities on the Premises required by any valid law, ordinance, statute, order, or regulation now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity and arising from development or use of the Premises as a golf course. Further, City shall observe and comply with all valid laws, ordinances, statutes, orders, and regulations now or hereafter made or issued respecting the Premises or the improvements or facilities on the Premises by any federal, state, county, local or other governmental agency or entity. City and VRSD agree that City shall carry out its responsibilities under this Section 20 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

21. INDEMNITY AND INSURANCE.

a. **Indemnity.** VRSD shall not be liable for any loss, damage or injury of any kind or character ("liability") to any person or property arising from City's use of the Premises, or any part thereof, or caused by any defect in any improvement constructed by or for City thereon or in any equipment or other facility therein constructed or furnished by or for City, or caused by or arising from any act or omission of City or of any of its agents, employees, licensees, or invitees, or by or from any accident on the Premises, or any fire or other casualty thereon, or occasioned by the failure of City to maintain the premises in safe condition; and City hereby waives on its behalf all claims and demands against VRSD for any such loss, damage or injury to City, and hereby agrees to indemnify, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD) and hold VRSD entirely free and harmless from all liability for any such loss, damage or injury to other persons, and from all costs and expenses arising therefrom except to the extent such liability is caused by VRSD's acts, omissions or negligence.

b. **Insurance.** City shall, at its sole cost and expense and at all times during the term of this Lease, maintain in force and effect risk management practices for the benefit of VRSD and City. City's risk management practices include a self-insured retention and excess insurance coverage for general liability. On the date of execution of this Lease Agreement the City is self-insured for comprehensive general liability to a limit of \$1,000,000 and has excess insurance coverage of \$24,000,000 to a limit of \$25,000,000. VRSD finds such practices and City's self-insured retention and excess insurance coverage to be satisfactory. City retains sole discretion to change its risk management practices during the term of this Lease Agreement, provided that such practices provide VRSD with protection from loss which is substantially equivalent to the protection afforded by City's risk management practices in effect on the date of this Lease Agreement. Throughout the term of this Lease Agreement VRSD shall be named as an additional insured under City's excess insurance coverage.

22. **ASSIGNMENT AND SUBLETTING.** As a material component of the consideration for this Lease Agreement, City agrees that City shall not assign or sublease the Premises without VRSD's consent, which can be arbitrarily withheld for any reason whatsoever; and VRSD agrees that VRSD shall not assign its rights or duties under this Lease Agreement without City's consent, which can be arbitrarily withheld for any reason whatsoever. Any net rent paid to City by any assignee or sublessee not consented to by VRSD shall be paid by City to VRSD.

23. **DEFAULT.**

a. **Default by City.** Each of the following events shall be deemed to be an event of default hereunder:

- (i) If City shall fail, neglect or refuse to pay any monies due hereunder or under the Agreement for Waste Disposal and/or Water and Wastewater Service Agreement, at the time and in the amount as therein provided, and if any such default should continue for more than thirty (30) days after notice thereof in writing given to City; or
- (ii) If City shall fail to commence and thereafter to continuously conduct its operations on the Premises within the times and in the manner herein provided; or fail to use, maintain and operate the Premises as herein required or abandon the property, and if any such default should continue for more than thirty (30) days after notice thereof in writing given to City; or
- (iii) If City shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein agreed to be performed by City, and such default, if of a nature which can be cured, continues for more than fifteen (15) days after notice thereof in writing given to City by VRSD (no notice to be required or right to cure to apply to defects which cannot be cured); provided, however, in case of any default which involves the making of repairs or other matters reasonably requiring a longer

period of time to cure than thirty (30) days, City shall be deemed to have complied with such notice if City has commenced to comply with such notice within thirty (30) days and thereafter diligently completes such cure; but for any failure to timely so complete such cure, no further notice or right to cure need be given; or

- (iv) If any voluntary petition in bankruptcy or similar debtor's pleading under any section or sections of any bankruptcy act shall be filed by City, or if any voluntary proceeding in any court or tribunal shall be instituted to declare City insolvent or unable to pay City's debts, or to effect upon City a plan of liquidation, composition or reorganization, or if any involuntary proceeding of the aforesaid nature be filed and City consents thereto or agrees therein by pleading or default, or if City makes any assignment of its property for the benefit of creditors, or the Premises are taken under a levy of execution or attachment in an action against City, or if a trustee or receiver is appointed over any substantial portion of City's assets or City's operations on the Premises, then neither this Lease nor any interest of City in or to the Premises shall become an asset in any such proceeding, and if any of the aforesaid occurrences is not dismissed or discharged within fifteen (15) days after VRSD's demand, or thirty (30) days after such occurrence, whichever date first occurs.

b. **Default by VRSD.** If VRSD shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein agreed to be performed by VRSD, and such default, if of a nature which can be cured, continues for more than thirty (30) days after notice thereof in writing given to VRSD by City (no notice to be required or right to cure to apply to defects which cannot be cured); provided, however, in case of any default which involves the making of repairs or other matters reasonably requiring a longer period of time to cure than thirty (30) days, VRSD shall be deemed to have complied with such notice if VRSD has commenced to comply with such notice within thirty (30) days and thereafter diligently completes such cure; but for any failure to timely so complete such cure, no further notice or right to cure need be given.

c. **VRSD Remedies.** Upon an event of City's default hereunder, VRSD shall have the right at any time thereafter to terminate this Lease forthwith and reenter the Premises and take possession thereof and remove all persons therefrom, whereupon City shall have no further claim thereto but shall not be released from any obligations accruing hereunder prior to the date of termination or surviving any termination and VRSD shall have the further right to exercise any other right now or hereafter afforded by law.

d. **City Remedies.** Upon an event of VRSD's default hereunder, City shall have the right at any time thereafter to terminate this Lease forthwith, but City shall not be released from any obligations accruing hereunder prior to the date of termination or surviving any termination and City shall have the further right to exercise any other right now or hereafter afforded by law.

Alternative Dispute Resolution: Arbitration

(1) The parties agree to cooperate to implement this Lease Agreement. In the event of any dispute hereunder, the parties shall meet within five days of a written notice from either party requesting mutual dispute resolution. The complaining party shall send such notice prior to initiating arbitration or other available dispute resolution.

(2) Arbitration is Voluntary and Limited Issues The parties hereto for themselves and for their successors and assigns agree to submit disputes concerning the interpretation or enforcement of rights and duties under Sections 8, 9, 10, 11, 14, 16, 17 or 20 of this Lease Agreement to final and binding arbitration in Ventura County, California. Such arbitration shall comply with and be governed by the provisions of the California Arbitration Act contained in Code of Civil Procedure §§ 1281, et seq., including any subsequent amendments hereto and shall not include the right of discovery. The following matters are excluded from arbitration hereunder:

(a) Any action or proceeding concerning the interpretation or enforcement of rights and duties under Sections 8, 9, 10, 11, 14, 16, 17 or 20 of this Lease Agreement; or

(b) Any claim seeking more than \$25,000 in damages or recovery (including 2% per year during the term of this Lease); or

(c) Any action seeking equitable relief other than declaratory relief as to the meaning of a provision of Sections 8, 9, 10, 11, 14, 16, 17 or 20, provided that any declaratory relief sought shall not serve as a prelude to commencing a claim seeking more than \$25,000 in damages or recovery (including 2% per year during the term of this Lease).

The prevailing party shall be entitled to recover reasonable attorney fees and costs incurred in such arbitration. Where fees and costs shall not be added to the computation of the monetary jurisdiction herein specified above. The filing of a judicial action to enable the recording of a notice of pending action, for order of appointment, receivership, injunction or other provisional remedy shall not constitute a waiver of the right to arbitrate under this provision. With respect to all other matters excluded from arbitration hereunder, the parties may seek all available remedies in the court of competent jurisdiction in the County of Ventura, California.

(3) Appointment of Arbitrator If the parties are unable to agree on a single person to arbitrate such dispute within 15 days after a written demand for arbitration has been served by the complaining party upon the other party, then the selection of an arbitrator shall be made pursuant to the California Code of Civil Procedure §§1281, et seq., including any subsequent amendments hereto. The parties shall advance arbitrator's fees, as incurred, proportioned between them as the arbitrator shall determine, but the cost of arbitration shall ultimately be borne entirely by the losing party or in such other manner as the arbitrator shall decide.

(4) Enforce of Arbitration The provisions of this paragraph are an express limitation upon the jurisdiction of the arbitrator, the violation of which constitutes an act by the

arbitrator in excess of his/her power and a basis for vacating the award pursuant to *California Code of Civil Procedure* §1286.2(d). The arbitrator shall follow substantive California law applicable to the issues which are the subject of the arbitration. The arbitrator shall prepare and serve written findings of fact and conclusions which adequately set forth the basis of his decision. Should any party, after proper notice, fail or refuse to participate in the arbitration, or any part thereof, the arbitrator will have the full power to proceed, to take evidence from those parties appearing and participating, and to perform any other acts necessary to arbitrate the matter. The arbitrator shall have no power to make an award or impose a remedy that is not available to a court of general jurisdiction sitting in the County of Ventura or was not requested by a party. In no event shall the arbitrator have the authority to award punitive or exemplary damages or to issue any award relating to matters excluded from arbitration by subsection e.(2) above. The award of the arbitrator shall be enforceable according to the applicable provisions of the *California Code of Civil Procedure*. Judgment upon the award rendered by the arbitrator may be entered in any court having the requisite jurisdiction.

5. **Expedience:** If the arbitrator does not render and serve upon both parties a final award with written findings of fact and conclusion within 60 days of completion of the submission of evidence, the arbitration and the obligation to arbitrate the dispute may, at either party's election, be canceled, by written notice to the other party, and the parties shall be free to pursue other remedies legally available, and any pertinent claims requirement or statute of limitations shall be deemed to have been tolled for the period the arbitration procedure was ongoing.

24. **TERMINATION**

a. **Termination.** In addition to any event of termination arising from a party's exercise of its rights and/or remedies under the provisions of Section 23 (Default) above, this Lease Agreement shall terminate immediately, without further notice, in the event any of the following circumstances occur.

- (i) City has not commenced construction of Specified Recreational Uses on the Premises by November 12, 2005; or
- (ii) City abandons or vacates the Premises for ninety (90) days; or
- (iii) City surrenders possession of the Premises, if City provides VRSD with sixty (60) days written notice of surrender.

b. **Return of Property.** Upon expiration or sooner termination of the Lease Agreement term, City shall quit the Premises together with the improvements, alterations, modifications, additions, fixtures, parts and surfaces thereof, clean and free of debris and in good operating order, condition and state of repair, reasonable wear and tear excepted. Reasonable wear and tear shall not include any damage or deterioration that would have been prevented by good and regular

maintenance, repair and safety practice or by City performing all of its obligations under this Lease Agreement.

c. **Maintenance of Premises After Termination.** Upon termination of this Lease Agreement, VRSD shall be solely responsible for all liability and expense of the maintenance of the Premises, provided that with respect to termination of the lease of the Coastal Landfill Parcel, VRSD shall comply with all Coastal Landfill Postclosure Maintenance obligations, except for any liability arising from City's negligence, and further provided that, except in the case of termination due to VRSD's default, City shall pay VRSD for all costs, expenses and liabilities incurred by VRSD from the date of termination through December 21, 2025, as a result of any new postclosure maintenance requirement imposed because of development or use of the Premises for Specified Recreational Uses prior to termination, including, but not limited to, additional monitoring of groundwater and/or gas, imposed upon VRSD as a result of the revised Postclosure Plans and/or other regulatory documents relating to the Specified Recreational Uses. In the event of termination arising out of City's decision to not proceed with development of Specified Recreational Uses, City and VRSD, shall cooperate to seek revision of any new postclosure maintenance requirements imposed because of the anticipated development and use of the Premises for Specified Recreational Uses.

25. **HAZARDOUS MATERIALS.** City shall not spray, spread, irrigate, inject, deposit, dispose or otherwise apply under, on or upon the Premises any fertilizer, chemicals, waste products, or other substances which are toxic, hazardous or otherwise inappropriate or illegal for application upon agricultural or horticultural real property, except as reasonably necessary for City to conduct golf course activities on the Premises in accordance with applicable laws, rules, regulations, permit conditions and any manufacturer or supplier guidelines. City shall not use, generate, manufacture, produce, store, treat, dispose or permit the escape on, under, about or from the Premises, or any part thereof, any asbestos or any flammable, explosive, radioactive, hazardous, toxic, contaminating, polluting matter, waste or substance or related injurious materials, whether injurious by themselves or in combination with other materials. If City breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused or permitted by City results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which City is legally liable to VRSD for damage resulting therefrom, then City shall indemnify, defend and hold VRSD harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation diminution in value of the Premises, damages for the loss or restriction on use of rentable or useable space of any amenity of the Premises, damages arising from any adverse impact on developing or marketing the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of the Lease Agreement as a result of such contamination.

26. **SERVICE AGREEMENTS.**

a. **Agreement for Waste Disposal.** City performance of all City obligations under the Agreement for Waste Disposal is an express, material obligation of its performance under this Lease Agreement.

b. **Water and Wastewater Services Agreement.** City performance of all City obligations under the Water and Wastewater Services Agreement is an express, material obligation of its performance under this Lease Agreement.

c. **Additional Waste Disposal Service Agreement.**

(1) If, at any time during the term of the Agreement for Waste Disposal, City or City's designee for solid waste hauling or processing does not have in effect one or more contracts for solid waste disposal at a landfill for some or all of the tons of solid waste generated in City, other than the Agreement for Waste Disposal, VRSD may offer City a proposal for a contract for solid waste disposal at the Toland Landfill for all or part of such tons that are not subject to another contract.

(2) A contract will be deemed to be in effect if: (i) the contract was in effect on the effective date of this Lease Agreement and has not expired or been terminated, either because the original term of the contract is in effect or because the contract is renewed or extended before expiration or termination; or (ii) City entered into the contract after the effective date of this Lease Agreement after giving VRSD an opportunity to offer a proposal, and VRSD did not offer a proposal or VRSD's proposal was not the lowest total cost alternative; or (iii) City's designee for solid waste hauling or processing entered into a contract before or after the effective date of this Lease Agreement. A contract that is in effect may be amended as the parties thereto agree, including but not limited to amendments that affect the number of tons that are subject to the contract, the compensation paid, or the term of the contract.

(3) If a contract proposal made by VRSD to City provides City with the lowest total cost alternative for solid waste disposal at a landfill, City shall accept the proposal and enter into a contract with VRSD for disposal at the Toland Landfill of the number of tons proposed by VRSD at the price proposed by VRSD. The maximum term of such contract shall be five years with an option given to City to renew for an additional five years. VRSD and City shall negotiate in good faith as to any other provisions of the contract, but nothing in this Lease Agreement requires VRSD or City to agree to any other proposed provision of the contract.

(4) In determining whether VRSD has offered City the lowest total cost alternative for solid waste disposal at the landfill, VRSD and City shall compare the tipping fee offered by VRSD and the total cost to City of transportation and disposal at the Toland Landfill to the tipping fee offered by any other proposed contractor and the total cost to City of transportation and disposal at the proposed contractor's landfill.

(5) If a proposed contractor other than VRSD does not wish to make public the tipping fee or any other monetary incentives offered to City, VRSD and City shall devise a procedure, consistent with any State statutes applicable to VRSD and City, whereby a neutral third party chosen mutually by VRSD and City shall obtain the information from City and the proposed contractor in confidence and determine whether VRSD or the proposed contractor offers City the lowest total cost alternative for solid waste disposal at a landfill.

(6) Nothing in this Lease Agreement requires VRSD to make such a proposal or prohibits City from entering into a contract for solid waste disposal with a contractor other than VRSD if VRSD does not make such a proposal or if VRSD's proposal is not the lowest total cost alternative for solid waste disposal at a landfill.

(7) City's designee for solid waste hauling or processing may enter into contracts without regard to this Lease Agreement.

27. **CONDEMNATION.** If all or part of the Premises and/or any part of the Coastal Buffer Parcel or the Coastal Landfill Parcel shall be taken or condemned for a public or quasi-public use, all compensation awarded upon such condemnation or taking shall go to VRSD, and City shall have no claim thereto, and City hereby irrevocably assigns and transfers to VRSD any right to compensation or damages or bonus value of the Lease Agreement to which City may become entitled during the term hereof by reason of the condemnation of all or a part of the Premises; provided, however, that in any condemnation proceeding in which City is not the condemning agency, any portion of said compensation or damages attributable to golf course improvements on the Premises constructed by City shall be paid to City up to the total actual cost of construction incurred by City.

28. **MISCELLANEOUS**

a. **Notices.** All notices, requests or demands required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party to whom notice is to be given either (a) by personal delivery (in which event such notice shall be deemed given on the date of delivery), or (b) by first class United States mail, postage prepaid, registered or certified, return receipt requested (in which event such notice shall be deemed given two (2) days after the date of deposit in the mail), and addressed as follows:

City:

City of Oxnard
300 West Third Street
Oxnard, California 93030
Attention: City Manager

VRSD:

Ventura Regional Sanitation District
1001 Partridge Drive, Suite 150
Ventura, California 93003
Attention: General Manager

b. **Incorporation of Exhibits.** All Exhibits referred to herein are deemed incorporated herein, as if fully set forth herein.

c. **Amendment.** Neither this Agreement, nor any term, covenant, condition or duty contained herein, may be altered, changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the alteration, change, waiver, discharge or termination is sought. Each party acknowledges and agrees that no agent of any party shall have any actual or apparent authority to rely upon or assert any purported, implied or oral amendment or modification hereof. Each party waives the future right to claim, contend or assert that this Agreement was modified, canceled, superseded or changed by an oral agreement, course of conduct, estoppel or any other occurrence.

d. **Entire Agreement.** This Agreement, together with all instruments, exhibits, schedules and other agreements being executed and delivered simultaneously with or pursuant to this Agreement, or which are incorporated herein by reference, shall constitute the entire agreement among the parties to this Agreement pertaining to the subject matter hereof and supersede all prior understandings and negotiations, whether oral or written. The parties represent that there are no collateral agreements or side agreements not otherwise provided for within the terms of this Agreement. Each party acknowledges that it has expressly bargained for a prohibition of any implied or oral amendments or modifications of any kind, nature or character. Each party acknowledges and agrees that (1) this Agreement is fully integrated and requires no parol evidence to reflect the intentions of the parties, (2) the literal words of this Agreement shall and do govern the transactions described herein, and (3) prior negotiations, drafts and other extraneous communications shall have no significance or evidentiary effect whatsoever.

e. **Captions and Headings.** The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation of any provision of or the scope or intent of this Agreement.

f. **No Course of Conduct.** At no time shall the prior or subsequent course of conduct by any of the parties hereto directly or indirectly limit, impair or otherwise adversely affect any of the rights or remedies of any party in connection with this Agreement, or detract from or otherwise affect the literal interpretation and effect of this Agreement, since the parties hereto agree that this Agreement shall only be amended by written instruments executed by the parties, as provided herein.

g. **Interpretation.** This Agreement shall be construed to liberally effectuate the rights and remedies of the parties as expressed herein, and neither such principle of interpretation nor the express language of this Agreement shall be impaired or adversely affected by any prior discussion, form or draft of this Agreement. The deletion of any provision from a prior draft of this Agreement shall not, and shall not be deemed to, constitute (and shall not be used as) evidence of any fact or interpretation, since the parties may disagree as to the meaning and effect of such a deletion, as well

as to their respective reasons for agreeing to such a deletion, and no prior draft of this Agreement shall be admissible as evidence of the meaning of this Agreement.

h. **Construction.** When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and neuter and vice versa. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

i. **Time Is of The Essence.** Time is of the essence in this Agreement, and all deadlines shall be strictly adhered to, unless otherwise provided herein. Any failure or refusal to timely perform any action or duty, no matter how minor or trivial the delay may be, but subject to any applicable grace period, shall be deemed a material breach of this Agreement.

j. **Governing Law.** This Agreement shall be deemed to have been entered into and performed in Ventura County, State of California. All questions of validity and interpretation or performance of any of its terms or any rights or obligations of the parties to this Agreement shall be governed by California law. Any action arising under this Agreement must be initiated, maintained and prosecuted solely in the County of Ventura, State of California.

k. **No Waiver.** The waiver by any party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition or promise. The waiver by any party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right, the time for the exercise of which is not specifically and expressly limited or specified in this Agreement, shall not be considered a waiver of, or an estoppel against, the later exercise of such remedy or right. The exercise of any remedy provided in this Agreement shall not be a waiver of any remedy provided by law, and the provisions in this Agreement for any remedy shall not exclude any other remedy unless it is expressly excluded. Any provision of this Agreement may be waived by the party for whose benefit it is made, but no waiver shall be effective unless it is in writing and signed by the waiving party or an authorized representative of the waiving party.

l. **Representation.** The parties hereby acknowledge that each has been represented by independent counsel in negotiation of this Agreement. VRSD has been represented by Mark A. Zirbel, a member of the firm of Arnold, Mathews, Wojkowski & Zirbel, and City has been represented by Gary L. Gillig, City Attorney. The counsel representing each party was of his or her own choosing and this Agreement has been read by the parties and has been explained to them by their respective counsel as to its meaning and legal consequences. The parties have reviewed this Agreement with their respective counsel and have received from their respective counsel satisfactory answers and explanations regarding all matters contained herein as to which they may have had any questions whatsoever. This Agreement or any provision hereof shall be fairly interpreted and shall not be construed strictly against either party on the basis that either party is the drafter of this Agreement or any specific provision hereof.

m. **Attorneys Fees.** In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out-of-pocket expenses not limited to taxable costs, including but not limited to phone calls, photocopies, expert witnesses, travel, etc., and a reasonable attorneys fee to be fixed by the court. Such recovery shall include court costs, out-of-pocket expenses and attorneys fees on appeal, if any. The court shall determine who is the "prevailing party." If either party is reasonably required to incur such out-of-pocket expenses and attorney's fees as a result of any claim arising out of or concerning this Agreement or any right or obligation derived hereunder, then the prevailing party shall be entitled to recover such reasonable out-of-pocket expenses and attorneys fees whether or not action is filed.

n. **No Partnership.** Nothing contained in this Agreement shall be construed as or be deemed to create any association, partnership or other business organization as between the parties to this Agreement.

o. **Further Assurances.** The parties agree to execute all documents and instruments and to take all action as may be specifically provided for herein, and shall use their best efforts to accomplish the provisions hereof. As to each document to be prepared, signed, delivered, filed and/or recorded as described herein, any such document, instrument or deed may be hereafter modified or amended in an insubstantial and immaterial manner as reasonably approved by legal counsel to the parties hereto and executed by the parties or their successors and assigns on or before the date such documents are recorded. VRSD's General Manager and City's City Manager are hereby authorized to execute all such documents and instruments and other related documents, including escrow instructions, or take other action consistent with this Lease Agreement and the other agreements referred herein in order to carry out the intent of this Lease Agreement. Each party shall diligently and in good faith pursue the performance of this Agreement and the satisfaction of all contingencies subject to their approval.

p. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part thereof; and the remaining provisions hereof will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

q. **Successors.** Except as otherwise provided herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

r. **No Third Party Benefitted.** Nothing in this Agreement, whether express or implied, shall be intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor shall anything in this Agreement relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

s. **Amended and Restated Lease.** This Lease Agreement replaces and completely supercedes the Golf Course Lease and Landfill Postclosure Maintenance Agreement made by VRSD and City November 14, 2000. This Lease Agreement also replaces and completely supercedes the Golf Course Stockpile Site Lease made by VRSD and City July 1, 2001, and said Stockpile Site Lease shall be deemed terminated effective June 30, 2002; provided, that the provisions of Section 24 of said Stockpile Site Lease shall remain in effect. City shall be entitled to maintain the soil stockpile located on the Coastal Buffer Parcel as of June 30, 2002 for use in preparing the Premises for Specified Recreational Uses.

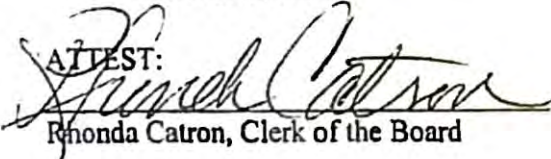
"VRSD"

VENTURA REGIONAL SANITATION
DISTRICT

By: 

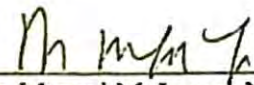
David Bury, Chairman
Board of Directors

ATTEST:


Rhonda Catron, Clerk of the Board

"City"

CITY OF OXNARD

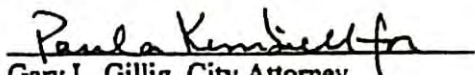
By: 

Dr. Manuel M. Lopez, Mayor

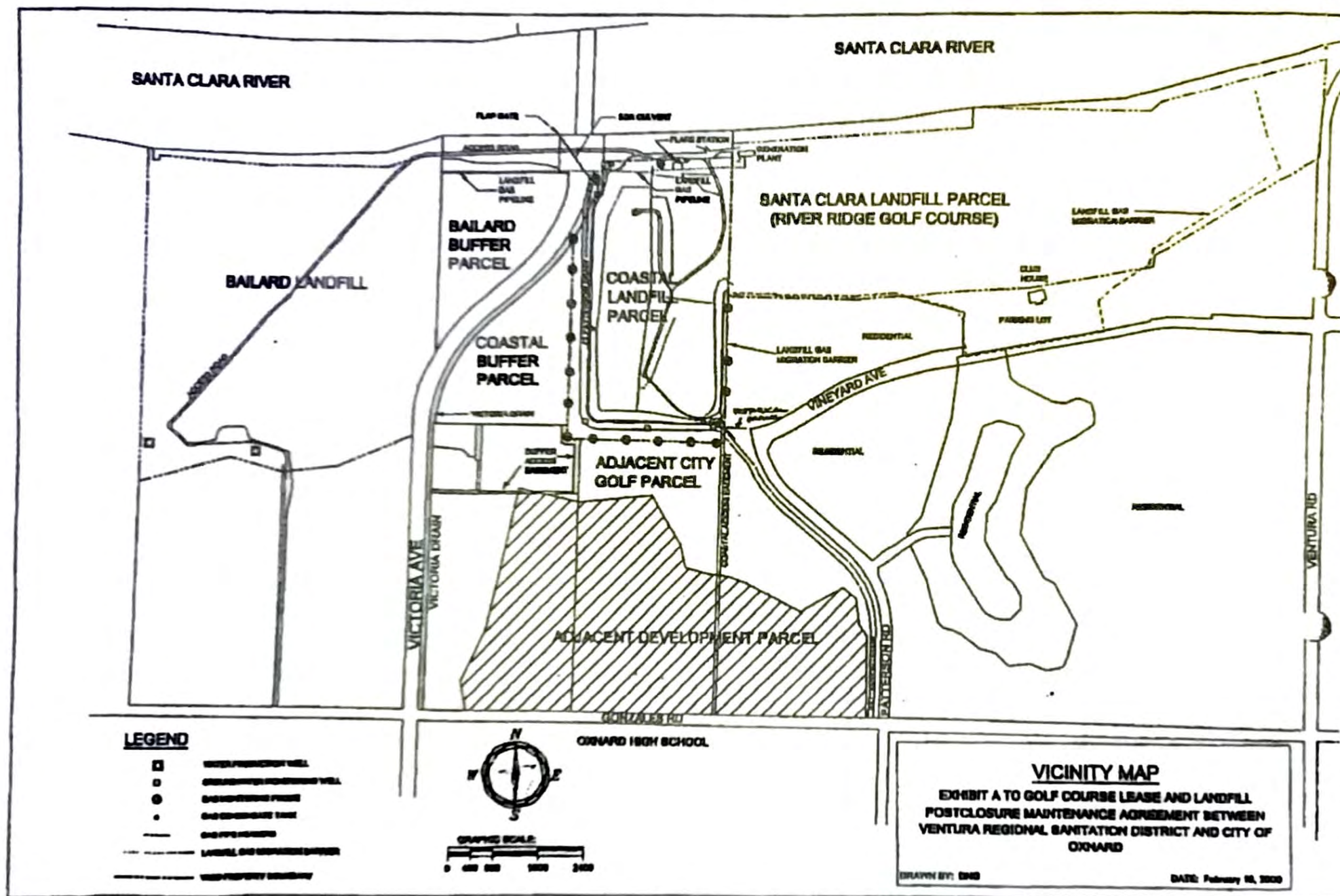
APPROVED AS TO FORM:


Mark A. Zirbel,
Arnold, Mathews, Wojkowski & Zirbel, LLP
General Counsel

APPROVED AS TO FORM:


Gary L. Gillig, City Attorney

VRSD\General\Documents\Oxnard Lease3



**GOLF COURSE LEASE AND
LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT**

**EXHIBIT B
(BAILARD BUFFER PARCEL)**

Being Portions of Parcel B, Subdivision No. 4, Rancho El Rio De Santa Clara O' La Colonia as per map recorded in Book 3, Page 44 of Miscellaneous Records (maps), in the Office of the County Recorder, County of Ventura, State of California.

Commencing at the Westerly terminus of the third course of Parcel A as per that certain Deed recorded in Book 4445, Page 904 of Official Records, in the Office of the County Recorder of said county; thence along the boundary of said Deed recorded in Book 4445, Page 904, South $1^{\circ} 27' 16''$ West 350.15 feet to the True Point of Beginning; thence continuing along the boundary of Parcel A per said Deed in Book 4445, Page 904 the following 5 courses,

- 1st: North $89^{\circ} 45' 45''$ East 85.54 feet to a point; thence,
- 2nd: South $1^{\circ} 27' 16''$ West 138.48 feet to a point; thence,
- 3rd: Southerly and Southwesterly along a curve concave Northwesterly, having a radius of 1415.58 feet at a central angle of $37^{\circ} 14' 52''$, the radial of which at said point bears North $76^{\circ} 36' 31''$ West, an arc distance of 920.26 feet to a point; thence,
- 4th: South $50^{\circ} 47' 01''$ West 399.53 feet to a point; thence,
- 5th: Southwesterly along a tangent curve concave Southeasterly, having a radius of 1575.00 feet and a central angle of $21^{\circ} 40' 00''$, an arc distance of 599.72 feet to a point in the Westerly line of said Parcel B; thence Northerly along the Westerly line of said Parcel B,
- 6th: North $1^{\circ} 15' 41''$ East 1610.81 feet to the Southwesterly corner of that certain Deed recorded in Book 4437, Page 688 of Official Records in the Office of the County Recorder of said county; thence Easterly along the Southerly line of last said Deed,
- 7th: North $89^{\circ} 45' 45''$ East 1053.58 feet to the True Point of Beginning.

**GOLF COURSE LEASE AND
LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT**

**EXHIBIT C
(COASTAL BUFFER PARCEL)**

Being Portions of Parcel B, Subdivision No. 4, Rancho El Rio De Santa Clara O' La Colonia as per map recorded in Book 3, Page 44 of Miscellaneous Records (maps), in the Office of the County Recorder, County of Ventura, State of California.

Commencing at the Northwest corner of Parcel B, as shown on that certain map filed in Book 30, Pages 22 and 23 of Parcel Maps, in the Office of the County Recorder of said county; thence Easterly along the Northerly line of Parcel B of said Parcel Map, south $89^{\circ} 02' 49''$ East to the Northeast corner of Parcel B of said Parcel Map, said Northeast corner also being the True Point of Beginning; thence Easterly along a prolongation of the North line of Parcel B of said Parcel Map.

- 1st: South $89^{\circ} 02' 49''$ East 817.92 feet to an intersection with the Westerly line of that certain Deed recorded July 15, 1988 as Document no. 88-099785 of Official Records; thence Northerly along said Westerly line,
- 3rd: North $01^{\circ} 15' 31''$ East 1672.65 feet to an intersection with the Southeasterly line of Parcel A as per that certain Deed recorded in Book 4445, Page 904 of Official Records, in the Office of the County Recorder of said county, said intersection also being a point on a curve concave Northwesterly having a radius of 1721.73 feet, a radial line to said curve bears South $58^{\circ} 29' 32''$ East; thence Southwesterly along the Southeasterly line of said Deed the following 4 courses,
- 4th: Southwesterly along said curve through a central angle of $20^{\circ} 29' 41''$ an arc distance of 615.86 feet; thence,
- 5th: South $50^{\circ} 47' 01''$ West 408.00 feet to the beginning of a tangent curve concave Southeasterly having a radius of 1380.00 feet; thence,
- 6th: Southwesterly and Southerly along said curve through a central angle of $41^{\circ} 11' 11''$ an arc distance of 992.00 feet; thence,
- 7th: South $09^{\circ} 35' 50''$ West 99.77 feet to an intersection with the Northerly line of Parcel B of said Parcel Map; thence Easterly along said Northerly line,
- 8th: South $89^{\circ} 02' 49''$ East 374.37 feet to the True Point of Beginning.

**GOLF COURSE LEASE AND
LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT**

**EXHIBIT D
(COASTAL LANDFILL PARCEL)**

Parcel 1 (Landfill)

Fee simple title in and to a portion of Parcel A of Subdivision No. 4 of the Rancho El Rio de Santa Clara o'La Colonia, in the County of Ventura, State of California, as shown on the map recorded in the Office of the Ventura County Recorder in Book 3, Page 44, of Miscellaneous Records, described as follows:

Beginning at the Southwest corner of the property deeded to the City of Oxnard and described in Book 3290, Page 40 of Official Records of said County, said point being the Westerly terminus of the sixth course of Annexation No. 68-10 to said City as filed with the Secretary of State on July 8, 1968; thence Northerly 115 feet along the seventh course of said annexation to the True Point of Beginning; thence,

- 1st: South 87° 47' 14" West 1194.27 feet; thence,
- 2nd: South 1° 27' 42" West 177.54 feet; thence,
- 3rd: South 51° 41' 00" West 119.00 feet; thence,
- 4th: Southerly along a curve concaved Westerly having a central angle of 3° 48' 56", radial bearing of South 71° 32' 56" East and radial distance of 1721.73 feet. This same curve has an arc distance of 114.66 feet to a point in the Westerly line of said parcel "A", (3 M.R. 44) thence,
- 5th: South 1° 15' 50" West 1926' along the Westerly line of Parcel "A"; thence along a line parallel to the Southerly line of said Parcel "A",
- 6th: East 1321.98 feet more or less to a point in the East line of Parcel "A", (3 M.R. 44) said point also lying in the Southerly prolongation of the Westerly line of Parcel "B" of Annexation to the City of Oxnard 77-4 as filed with the Secretary of State on November 7, 1978; thence along said Southerly prolongation and the Westerly line of said annexation,
- 7th: North 1° 15' 50" East 2325.22 feet to the True Point of Beginning and containing approximately 69.3 acres.

Parcel 2 (Patterson Drain West of Landfill)

That portion of Parcel B of Subdivision No. 4 of the Rancho El Rio De Santa Clara O'La Colonia, in the County of Ventura, State of California, as shown on the Map recorded in the Office of the Ventura County Recorder in Book 3, Page 44 of Miscellaneous Records.

Being a strip of land 120 feet in width, the Easterly line thereof being the Westerly line, and Southerly prolongation thereof, of Parcel 1 (Landfill Parcel) as described in the Deed to Ventura County Regional Sanitation District, recorded April 14, 1986 as Instrument No. 86-043729 of Official Records.

Said strip of land to terminate Northwesterly in the Southeasterly line of Victoria Avenue, as described in Parcel A in the Deed to County of Ventura, recorded August 13, 1975, as Document No. 54364, in Book 4445, Page 904 of Official Records, and to terminate in an line parallel with and distant Southerly 120.00 feet from the Westerly prolongation of the Southerly line of said Parcel 1 (Landfill Parcel).

Parcel 3 (Patterson Drain South of Landfill)

That portion of Parcel A of Subdivision No. 4 of the Rancho El Rio De Santa Clara o'La Colonia, in the County of Ventura, State of California, as shown on the map recorded in the office of the Ventura County Recorder in Book 3, Page 44 of Miscellaneous Records.

Being a strip of land 120 feet in width, the Northerly line thereof being the Southerly line of Parcel 1 (Landfill Parcel) as described in the Deed to Ventura Regional Sanitation District, recorded April 14, 1986 as Instrument No. 86-043729 of Official Records.

Said strip of land to terminate Easterly and Westerly in the Easterly and Westerly lines of said Parcel A.

EXCEPT all oil, gas, other hydrocarbon substances and minerals in and under said Parcels 1, 2 and 3.

EXHIBIT D-1

Agreement No. 7167-15-CM
VRSD Contract No. 15-027

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 8th day of June, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District ("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

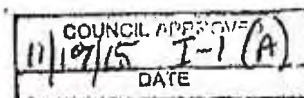
Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

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.



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 \$75,050.91 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.

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

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

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

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

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

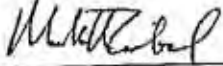
a. Any notices to Consultant may be delivered personally or by mail addressed to, Ventura Regional Sanitation District, 1001 Partridge Drive, Suite 150, Ventura, California 93003 Attention: Frank Kiesler.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, General Services Department, Oxnard, California 93030, Attention: Michael Henderson.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

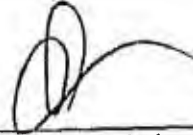
APPROVED AS TO FORM:

ARNOLD, LaROCHELLE, MATHEWS,
VANCONAS & ZIRBEL LLP



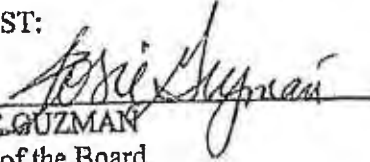
MARK ZIRBEL
Legal Counsel for DISTRICT

VENTURA REGIONAL
SANITATION DISTRICT



RICK NEAL, Chairman

ATTEST:



JOSE GUZMAN
Clerk of the Board

INTERNAL USE ONLY

Principal Analyst _____

Finance Manager _____

Director of Finance T/S _____

Fiscal Technician _____

Storm Water Monitoring and Reporting

Conduct storm water monitoring and reporting as outlined in the City's Storm Water Pollution Prevention Plan. Note – The State of California is modifying the General Industrial Permit effective July 1st 2015 that will require an update to the City's Stormwater Pollution Prevention Plan (SWPPP).

1. Collect and analyze 4 storm water samples per year.
2. Conduct up to 6 wet season monthly inspections as required during the rainy season.
3. Conduct 4 dry weather (authorized/unauthorized) inspections of the stormwater discharge locations.
4. Conduct an annual comprehensive site inspection and evaluation of SWPPP.
5. Complete the annual report and upload to the SMARTS system to the State Water Resources Control Board.
6. Recommend updates to the SWPPP based on the comprehensive site evaluation to the City.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.
2. Conduct quarterly sump pump maintenance.
3. Conduct LFG flare maintenance.
4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.
5. Coordinate annual gas flare source test.
6. FY 2014/2015 - Oversee implementation of new LFG flare blower assembly and controls update.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

\$1,500.00								560	1	1.00	\$560.00
Mileage											
\$560.00											\$9,315.00
Subtotal											
Gas Collection System and Flare Operation & Maintenance											
		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost		
Labor	Landfill Gas Condensate Sump maint.	Senior Solid Waste Worker	8	4	32	\$ 59.00			\$	3,168.00	
\$5,670.00	Supervise GCS operation & maint.	SW Technical Operations Supervisor	8	2	16	\$ 110.00			\$	1,760.00	
	Assist with gas flare engineering test & source test	Environmental Resource Analyst	3	2	6	\$ 107.00			\$	642.00	
Materials	Flare Maintenance and repair supplies (1/3 rd cost + 10%)	Materials		1			Lump sum		\$	11,000.00	
		Contractor		1			Lump sum		\$	2,273.34	
Outside Contracted Services	Semi-annual flare assessment (1/3 rd cost + 10%)	Contractor		4			4	\$ 158.00	\$552.00		
\$7,300.54	Quarterly Landfill Gas Analytical (1/3 rd cost + 10%)	Contractor		1			Lump sum	\$ 1,089.00	\$ 1,089.00		
	Gas flare source test - 1/3rd cost + 10% (Testing requirements vary year to year)	Contractor		1			Lump sum	\$ 2,886.20	\$ 2,686.20		
	Annual Flare Destruction Efficiency Test (1/3 rd cost + 10%)	Contractor		1			Lump sum	\$ 2,886.20	\$ 2,686.20		
	Maintain City's air compressor quarterly (used to operate gas collection pneumatic liquid collection pumps)	Contractor		4			Qty	\$ 175.00	\$ 700.00		
Equipment rental	Man-Off for gas flare source test	Equipment		1			1	\$ 150.00	\$ 150.00		
\$150.00				12				\$ 240.00	\$ 2,880.00		
Utility	Electricity billing	SCE utility									
\$2,880.00							320	\$ 1.00	\$320.00		
Mileage											\$27,220.54
\$320.00											
Subtotal											
Gas Collection System Monitoring											
		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost		
Labor	Web-field balancing (monthly)	Engineering Technician	8	12	96	\$ 102.00			\$	9,792.00	
\$8,792.00							480	\$ 1.00	\$480.00		
Mileage											\$10,272.00
\$480.00											
Subtotal											
Grand Total											\$75,050.81

VRSD Agreement #7167-15-CM: Original and Amendments 1-4

<https://oxnardca.civicclerk.com/Web/GenFile.aspx?ad=3985>



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.10

DATE: June 30, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Second Amendment to Agreement A-7971 with Garcia's Landscape Maintenance Inc. for Landscape Maintenance Services in Various Districts.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement A-7971 in the amount of \$343,720 for a total not to exceed amount of \$1,252,720 for landscape maintenance services in various Districts and to extend the term from June 30, 2020 to December 31, 2020. (Public Works and Transportation Committee approved 2-0-1)

BACKGROUND

The Special Districts Division of Public Works currently manages 36 LMDs and one (1) Maintenance Assessment District (MAD) that have landscape maintenance throughout the City of Oxnard (City). These LMD/MADs (Districts) contain routine maintenance and improvements that add value and enhance the aesthetic qualities of the districts. All parcels within these districts are assessed by the City for the annual cost of landscape maintenance services.

On April 7, 2017, the City released a request for bid (RFB) for landscape maintenance services for these Districts. The City received a total of two (2) responsive bids for these services: Garcia's Landscape Maintenance, Inc. (Garcia's) and Kaneko Landscaping Services, Inc. (Kaneko.) On May 23, 2017, the City Council awarded both companies a contract for services based on the lowest bid they submitted for each respective District. Agreement A-7971 was executed with Garcia's for \$108,000 for LMD 25 The Pointe, LMD 55 Wingfield West, and LMD 58 Westwind and Agreement A-7970 was executed with Kaneko for \$1,516,680 for all remaining Districts.

On December 1, 2017, the City received notice that the owner of Kaneko passed away unexpectedly which required the business to close. Landscape maintenance services ended abruptly and the City moved quickly to find a new contractor to take over maintenance responsibilities.

On December 17, 2017, the First Amendment to Agreement A-7971 was approved by the City Council to allow Garcia's, as the second lowest bidder on these properties, to take over responsibility for the landscape maintenance of all Districts within the City. The amount of this amendment was \$801,000 increasing the not to exceed amount to \$909,000 to take over the remaining term of the Districts that were in the previous vendor's contract. Through this amendment, Garcia's assumed landscape maintenance of all Districts through June 30, 2020.

DISCUSSION

The Second Amendment with Garcia's will increase the current contract by \$343,720 and allow for an additional 6 months of services to the Districts. This increase and term extension will allow the Special Districts Division time to

move forward with a new RFB process. The Special Districts Division will release an RFB for landscape maintenance services in July 2020 to ensure that the City is receiving the best available prices for landscape maintenance services rendered in the Districts. Once the bid award is made, staff will return to the City Council for the approval of a new landscape maintenance contract for the Districts to be effective January 1, 2021.

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 increase for this Second Amendment with Garcia's is \$343,720 for landscape maintenance services through December 31, 2020. All costs associated with this agreement will be charged to each District and is included in the Fiscal Year 2020-21 proposed budget. There are sufficient funds in each respective District fund for these services.

Item #	Account Number	District Name	Amount
1	124-1606-805-8209	LMD No. 3 (River Ridge)	\$11,400.00
2	125-1606-805-8209	MAD No. 4 (Mandalay Beach/Colony/Hotel)	\$9,000.00
3	128-1606-805-8209	LMD No. 10 (Country Club Estates)	\$2,250.00
4	129-1606-805-8209	LMD No. 11 (St. Tropez)	\$277.50
5	131-1606-805-8209	LMD No. 12 (Standard Pacific)	\$2,700.00
6	132-1606-805-8209	LMD No. 14 (California Cove)	\$7,500.00
7	133-1606-805-8209	LMD No. 16 (California Lighthouse)	\$4,500.00
8	134-1606-805-8209	LMD No. 13 (Le Village)	\$600.00
9	143-1606-805-8209	LMD No. 23 (Greystone)	\$1,350.00
10	144-1606-805-8209	LMD No. 24 (Vineyards)	\$3,630.00
11	145-1606-805-8209	LMD No. 25 (Pointe)	\$4,800.00
12	147-1606-805-8209	LMD No. 27 (Rose Island)	\$6,000.00
13	148-1606-805-8209	LMD No. 28 (Harborside)	\$16,800.00
14	151-1606-805-8209	LMD No. 30 (Haas Automation)	\$9,600.00
15	152-1606-805-8209	LMD No. 31 (Rancho De La Rosa)	\$16,800.00
16	153-1606-805-8209	LMD No. 32 (Oak Park)	\$3,000.00
17	154-1606-805-8209	LMD No. 33 (El Paseo)	\$8,700.00
18	156-1606-805-8209	LMD No. 34 (Sunrise Pointe & Sunset Cove)	\$13,800.00
19	157-1606-805-8209	LMD No. 36 (Villa Santa Cruz & Villa Carmel)	\$16,800.00
20	158-1606-805-8209	LMD No. 37 (Pacific Breeze)	\$4,500.00
21	159-1606-805-8209	LMD No. 38 (Aldea Del Mar)	\$15,000.00
22	160-1606-805-8209	LMD No. 39 (Promesa & Sueno)	\$22,008.00
	161-1606-805-8209	LMD No. 39 (DR Horton)	\$7,992.00
23	162-1606-805-8209	LMD No. 40 (Cantada)	\$13,200.00
24	163-1606-805-	LMD No. 41 (Pacific Cove)	\$4,500.00

	8209		
25	164-1606-805-8209	LMD No. 42 (Cantabria & Coronado)	\$23,400.00
26	165-1606-805-8209	LMD No. 43 (Greenbelt)	\$19,200.00
27	170-8009-899-8209	LMD No. 46 (Daily Ranch)	\$24,000.00
28	170-8004-899-8209	LMD No. 47 (Sycamore Place)	\$7,800.00
29	170-8006-899-8209	LMD No. 49 (Cameron Ranch)	\$10,800.00
30	170-8007-899-8209	LMD No. 50 (Pleasant Valley Senior Housing)	\$9,000.00
31	170-8008-899-8209	LMD No. 51 (Pfeiler)	\$19,200.00
32	170-8009-899-8209	LMD No. 52 (Wingfield)	\$3,600.00
33	170-8010-899-8209	LMD No. 53 (Huff Court)	\$212.50
34	170-8012-899-8209	LMD No. 54 (Meadow Crest Villas)	\$1,800.00
35	170-8013-899-8209	LMD No. 55 (Wingfield West)	\$6,000.00
36	170-8016-899-8209	LMD No. 58 (Westwind)	\$7,200.00
37	170-8018-899-8209	LMD No. 60 (Artisan)	\$4,800.00
	TOTAL		\$343,720.00

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0-1 (Perello abstained/recused) on June 9, 2020, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jeri Cooper, Special Districts Project Manager

ATTACHMENTS

1. Garcia's A-7971 2nd Amendment
2. Garcia's A-7971 1st Amendment
3. Garcia's A-7971 LMDs Contract
4. Districts Map and Legend

**SECOND AMENDMENT TO CONTRACT FOR MAINTENANCE OF LANDSCAPE
MAINTENANCE DISTRICT**

This Second Amendment (“Second Amendment”) to the Contract for Maintenance of Landscape Maintenance Districts (“Agreement”) is made and entered into in the County of Ventura, State of California, this 2nd day of June, 2020, by and between the City of Oxnard, a municipal corporation (“City”), and Garcia’s Landscape Maintenance, Inc. (“Contractor”). This Second Amendment amends the Agreement entered into on May 23, 2017, by City and Garcia’s Landscape Maintenance, Inc. The Agreement previously was amended on January 1, 2018, by a First Amendment.

City and Garcia’s Landscape Maintenance, Inc. agree as follows:

1. In Section 4 of the Agreement, the selected answer is hereby amended to state:
“Not to exceed amount of \$909,000 is deleted and replaced with the figure of \$1,252,720”
2. The following is attached hereto and incorporated herein by this reference into the Agreement: “12. Term. This Agreement shall end on the date that is written as December 31, 2020. Time is of the essence in 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

**GARCIA'S LANDSCAPE
MAINTENANCE INC**

X Tim Flynn, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer

Pablo Garcia, President² Date

Tenley Garcia, Secretary 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 the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

Agreement No. A-7971

FIRST AMENDMENT TO CONTRACT FOR MAINTENANCE OF LANDSCAPE MAINTENANCE DISTRICTS

This First Amendment ("First Amendment") to the Contract for Maintenance of Landscape Maintenance Districts ("Contract") is made and entered into in the County of Ventura, State of California, this 1st day of January, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and Garcia's Landscape Maintenance, Inc. ("Contractor"). This First Amendment amends the Contract entered into on May 23, 2017, by City and Garcia's Landscape Maintenance, Inc.

Whereas: Garcia's Landscape Maintenance, Inc. will be responsible for providing landscape maintenance services within the districts listed in recital 1 at service level B. These districts have been removed from Contract A-7970 with Kaneko Landscaping Services, Inc. pursuant to General Provision 6-11 of that Contract and are hereby reassigned to Garcia's Landscape Maintenance, Inc.

City and Garcia's Landscape Maintenance, Inc. agree as follows:

1. The Districts listed below are hereby added to Section 2 of the Contract at service level B:

	<u>Monthly</u>	<u>30 Months</u>
LMD #31 – Rancho Del La Rosa	\$2,800.00	\$84,000.00
LMD #36 – Villa Santa Cruz	2,800.00	84,000.00
LMD #38 – Aldea Del Mar	2,500.00	77,000.00
LMD #39 – El Sueno Promesa	3,668.00	110,040.00
LMD #39 – DR Horton	1,332.00	39,960.00
LMD #40 – Cantada	2,200.00	66,000.00
LMD #42 – Cantabria	3,900.00	117,000.00
LMD #46 – Daily Ranch	4,000.00	120,000.00
LMD #51 – Pfeiler	3,200.00	96,000.00
LMD # 54 – Meadow Crest	300.00	9,000.00

2. In Section 1 of the Contract, the following language is added to the end of the first sentence:

"except for the document titled *City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts* in the Special Provisions; all of the aforementioned documents, other than the exception, are incorporated herein by this reference. The Contract also consists of the document titled "*City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts version 2*, which is attached hereto and incorporated herein as Exhibit C."

3. Exhibit C entitled *City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts version 2*, which is attached hereto, is hereby added incorporated by reference.

3. In Section 4 of the Contract, the not to exceed amount of "\$108,000.00" is deleted and replaced with the figure \$909,000.00.

4. As so amended, the Contract 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

GARCIA'S LANDSCAPE MAINTENANCE, INC.

Greg Nyhoff, City Manager

Date

Pablo Garcia, President

Date

Tenley Garcia, Secretary

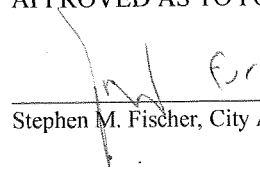
Date

ATTEST:

Michelle Ascencion, City Clerk

Date

APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney

11/13/17
Date

APPROVED AS TO CONTENT:


Sandra Burkhart, Project Manager

11-14-17
Date

Jim Throop, Department Head

Date

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

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

11. City Clerk

District Name	Account	Contract Amount
The Pointe - 25	145-5702-804-8209	\$28,800
Rancho de la Rosa – 31	152-5702-804-8209	\$84,000
Villa Santa Cruz/Carmel – 36	157-5702-804-8209	\$84,000
Aldea del Mar – 38	159-5702-804-8209	\$75,000
El Sueno/Promesa – 39	160-5702-804-8209	\$110,040
DR Horton – 39	161-5702-804-8209	\$39,960
Cantada – 40	162-5702-804-8209	\$66,000
Cantabria/Coronado – 42	164-5702-804-8209	\$117,000
Daily Ranch – 46	170-8003-899-8209	\$120,000
Pfeiler – 51	170-8008-899-8209	\$96,000
Meadow Crest – 54	170-8012-899-8209	\$9000
Wingfield West – 55	170-8013-899-8209	36,000
Westwind – 58	170-8016-899-8209	43,200

3. In Section 4 of the Contract, the not to exceed amount of "\$108,000.00" is deleted and replaced with the figure \$909,000.00.

4. As so amended, the Contract 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

GARCIA'S LANDSCAPE MAINTENANCE, INC.

Greg Nyhoff, City Manager Date

Pablo Garcia, President Date

Tenley Garcia, Secretary Date

ATTEST:

Michelle Ascencion, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney Date

APPROVED AS TO CONTENT:

Sandra Burkhardt, Project Manager Date

Jim Throop, Department Head Date

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager Date

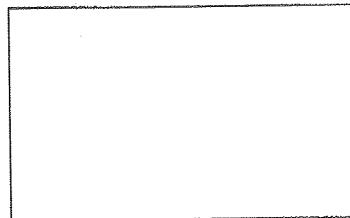


EXHIBIT C

ITEM #K-10

City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts Version 2

Turf Maintenance Schedule	Frequency	Level of Service				
		A	B	C	D	F
Mowing, Edging & Trimming around sprinkler heads	Weekly	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X
Aerate to relieve compaction and stress	3x per Year	X				
	Annually		X	X	X	
	Not Performed					X
Dethatch (remove thatch layer to promote growth)	Annually	X	X	X		
	Not performed				X	X
Overseed Stressed Areas	Annually	X	X	X		
	Not Performed				X	X

Fertilization Schedule	Frequency	Level of Service				
		A	B	C	D	F
Turf	Quarterly	X				
	Bi-annually		X			
	Annually			X	X	
	None					X
Shrubs, Ground Cover and Vines	Monthly	X				
	Quarterly		X			
	Bi-annually			X		
	Annually				X	
	None					X

Trash and Debris Removal	Frequency	Level of Service				
		A	B	C	D	F
Entire Area including but not limited to: Turf, Shrubs, Groundcover and Gutters	Daily	X				
	Weekly		X	X	X	
	Monthly					
	Not Performed					X

Graffiti	Frequency	Level of Service				
		A	B	C	D	F
Inspect and remove as needed	Respond within 24 hours of notification	X	X	X	X	
	Not Performed					X

Pest Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all plant pests within the landscape as scheduled	Spray and Treat as required	X	X	X	X	
	Not performed					X

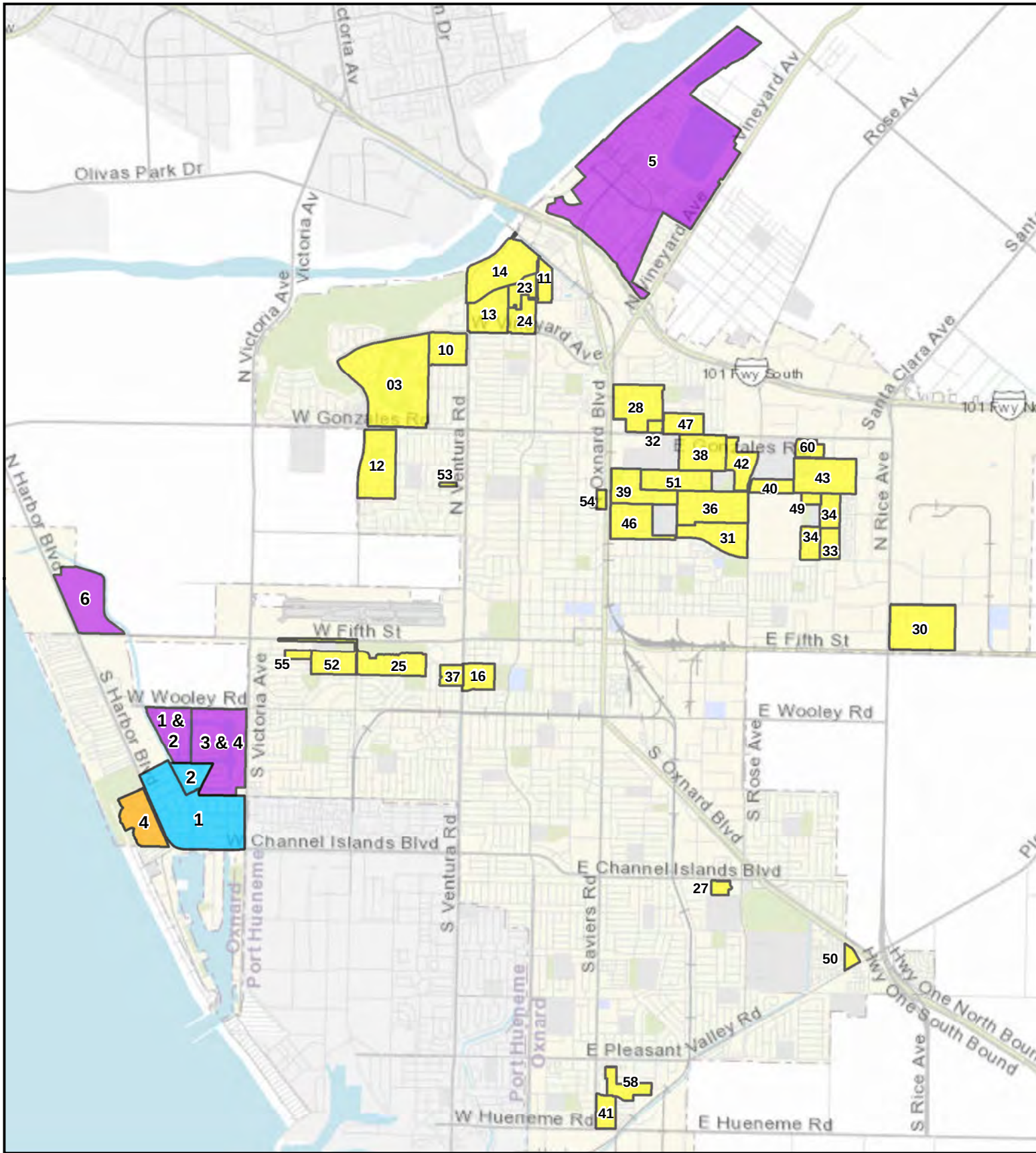
Weed Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all weeds within the landscape as scheduled	Weekly	X				
	2x Month		X			
	Monthly			X	X	
	Not performed					X

Garcia's Landscaping: Agreement A-7971 LMDs Contract

<https://oxnardca.civicclerk.com/Web/GenFile.aspx?ad=3843>

CITY OF OXNARD ASSESSMENT DISTRICTS

ITEM #K-10



- | | |
|---|---|
|  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. K.11

DATE: June 30, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Second Amendment to Agreement No. A-7985 with Professional Security Consultants.

RECOMMENDATION

That the City Council authorize the Mayor to execute a Second Amendment to Agreement A-7985 with Professional Security Consultants in the amount of \$335,000 for a total amount not to exceed \$935,000 and to extend the term to June 30, 2021 for security patrol services at the Del Norte Regional Recycling and Transfer Station, the Oxnard Wastewater Treatment Plant, and the Advanced Water Purification Facility. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

The Public Works Department (Public Works) is responsible for the operation of the City's Del Norte Regional Recycling and Transfer Station (Del Norte), Oxnard Wastewater Treatment Plant (OWTP), and the Advanced Water Purification Facility (AWPF), which service the City of Oxnard and the surrounding west Ventura County area. Public Works has initiated many security updates at Del Norte, the OWTP, and the AWPF, including: staff training; background checks of all new employees, improving perimeter fencing, installing area lighting, incorporating security video cameras and data recorders, installing facility access code entry locks, and initiating visitor identification protocols. In spite of implementing these security measures, Del Norte, the OWTP, and the AWPF have fallen victim to break-ins and thefts.

In response to these incidents, on July 18, 2017, the City Council approved Agreement A-7985 for \$450,000 with Professional Security Consultants for after-hours security patrol of all three facilities. On November 27, 2018, Council approved a First Amendment for an additional \$150,000 to this Agreement to add security patrol services for the Oxnard Wastewater Treatment Plant (OWTP) and the Advanced Water Purification Facility (AWPF).

DISCUSSION

As part of this Agreement, Professional Security Consultants will be responsible for providing security patrol services following after business hours, weekends, and holidays.

- Entry point control and monitoring
- Foot patrols throughout the Del Norte, OWTP, and AWPF facilities
- Monitoring of video surveillance footage
- Preparation of daily reports
- Reporting incidents to Oxnard Police, Fire and Public Works Departments

The presence of a security patrol has reduced the frequency of break-ins and thefts at Del Norte, the OWTP, and the

AWPF. In addition, the Del Norte, the OWTP, and the AWPf facilities are in the process of implementing security upgrade improvements. Staff anticipates that the security upgrade will be completed within 24 months which will include new fencing and security cameras.

This Amendment with PSC will extend the agreement for another fiscal year. If needed, staff will return to City Council for approval of a new contract after a new solicitation has been bid and processed.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Amendment with Professional Security Consultants is \$335,000 for a new contract value of \$935,000 and a term date through June 30, 2021. Funding has been requested in the Fiscal Year 2020-21 Budget.

FUND – ACCOUNT	FY 2020-21 BUDGET ALLOCATION
Environmental Resources – 638-6315-842-82-09	\$160,000
Wastewater Treatment Plant – 621-6202-842-82-09	\$100,000
Advanced Water Purification Facility Fund – 601-6012-842-82-09	\$75,000
TOTAL	\$335,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on June 9, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. A-7985 (A2) - Professional Security Consultants
2. A-7985 (A1) - Professional Security Consultants
3. A-7985 - Professional Security Consultants Placeholder

Agreement No. A-7985**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 __ day of _____, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Professional Security Consultants ("PSC") This Second Amendment amends the Agreement entered into on July 18, 2017, by City and PSC. The Agreement previously has been amended on November 27, 2018, by a First Amendment.

City and PSC agree as follows:

1. In Section 3 of the Agreement, the date "June 30, 2020" is deleted in its entirety and replaced with the date "June 30, 2021"
2. In Section 4 of the Agreement, the first sentence is deleted and replaced with the following:

"City shall pay Vendor an amount not to exceed \$935,000 for the Services performed as described in Exhibit A (\$610,000) and Exhibit A-1 (\$325,000) during the term of this Agreement at the rates set forth in Exhibit B-1, attached hereto and included herein by this reference. Services performed under Exhibit A shall be billed separately from Services performed under Exhibit A-1."
3. Exhibit B-1 is deleted and replaced with the following:

ITEM NO.	CITY SECURITY GUARD SERVICES	COST
1	Security Patrol Services, per Patrol Unit (1 guard)	\$26.47/HR
2	Guard Services, per Patrol Unit (1 guard)	\$26.47/HR
3	Holiday & Weekend Guard Services, per Patrol Unit (1 guard)	\$39.71/HR
4	Additional Security Guard Personnel	\$26.47/HR
5	Security Patrol Vehicle	\$1,122.25/MO.

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

(Signatures on next page)

Agreement No. A-7985

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

CITY OF OXNARD**PROFESSIONAL SECURITY CONSULTANTS**

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

Moshe Alon,² _____ Date _____
 Executive Director

ATTEST:

Shaul Maouda,² _____ Date _____
 Senior Vice President

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

APPROVED AS TO FORM:

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

¹The 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.

²The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (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-7985

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 27th day of November, 2018 by and between the City of Oxnard, a municipal corporation ("City") and Professional Security Consultants ("Vendor"). This First Amendment amends the Agreement entered into on July 18, 2017, by City and Vendor.

WHEREAS, there have been two illegal entries into the Oxnard Wastewater Treatment Plant, resulting in loss of property and concern for employee safety;

WHEREAS, the City Agreement Number A-7985 with Professional Security Consultants for after-hours, weekend/holiday security services exists;

WHEREAS, the Purchasing Agent has determined there is an immediate need for security services at the Oxnard Wastewater Treatment Facility and the Advanced Water Purification Facility; and

WHEREAS, City Code Section 4-75 provides the City Manager and the most senior available member of the City Council signatory authority, subject to ratification by the City Council, upon such finding of immediate need.

NOW, THEREFORE, the City and Vendor agree as follows:

1. In Sections 1 and 2 of the Agreement, "Exhibit A" is deleted and replaced with "Exhibits A and A-1".
2. In Section 4 of the Agreement, the first sentence is deleted in its entirety and replaced with:

"City shall pay Vendor an amount not to exceed \$450,000 for the Services performed as described in Exhibit A during the term of this Agreement at the rates set for in Exhibit B-1, attached hereto and included herein by reference. City shall pay Vendor an amount not to exceed \$150,000 for the Services performed as described in Exhibit A-1 during the term of this Agreement at the rates set forth in Exhibit B-1. Services performed under Exhibit A shall be billed separately from Services performed under Exhibit A-1."
3. Pursuant to Section 4-75 of the City of Oxnard City Code, the authority to perform work under this Amendment will automatically terminate on the date that ratification is denied, if it is.
4. As so amended, the Agreement remains in full force and effect.

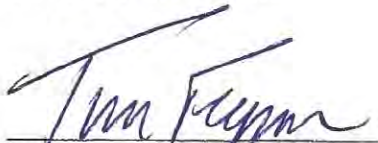
[Signatures on next page]



Agreement No. A-7985

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

CITY OF OXNARD


Tim Flynn, Mayor

10/25/18
Date

PROFESSIONAL SECURITY
CONSULTANTS


Moshe Afon, President

10/16/18
Date


Alexander Nguyen, City
Manager

10/26/2018
Date


Shaul Maouda,
Senior Vice President

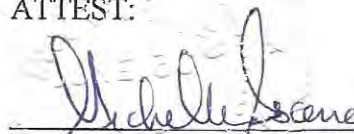
10/16/18
Date

RATIFIED:


Tim Flynn, Mayor

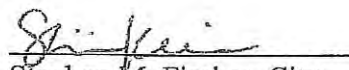
11/27/18
Date

ATTEST:


Michelle Ascension, City
Clerk (only if Mayor signs)

10/26/18
Date

APPROVED AS TO FORM:


Stephen M. Fischer, City
Attorney (always required)

10/15/18
Date

EXHIBIT A-1 SCOPE OF SERVICES

Vendor shall provide to the City the following security services for the Oxnard Wastewater Treatment Plant (OWTP), Headworks Facility and Advanced Water Purification Facility (AWPF) located at 6001 S. Perkins Road, 5741 S. Perkins Road and 5700 S. Perkins Road, respectively. Figure 1 shows an aerial photograph of the three facilities.

Security Patrols

Vendor shall provide roving security patrol of the three (3) facilities throughout the hours noted below. Security patrols shall ensure all facilities are secure through physical inspection of facility gates and building doors. Primary responsibility is to ensure that all persons on any of the three sites are duly authorized. Security personnel shall make contact with any unknown individuals on the sites to determine proper authorization and purpose for access to facility. All areas within the fence line shall be monitored on a continuous basis for unauthorized intruders. Security personnel will not be required to enter buildings. Vendor shall immediately notify wastewater staff and City of Oxnard police of any unauthorized activities or emergencies.

The OWTP is staffed continuously, 24 hours per day, 365 days per year. Therefore, security personnel shall check in with OWTP staff upon arrival at the facility and check out at the end of each shift. Daily logs shall be submitted at the end of every shift.

The City will provide the security person with a communication device, list of personnel on site, site access controls, restroom facilities and any other relevant information at the start of each day.

The OWTP, Headworks and AWPF are working facilities with tanks, pumps and other potentially dangerous equipment. Vendor is not to enter any building, tank or other facility without prior written authorization or escort from OWTP staff.

After-Hours Security

Security hours are as follows:

Monday through Sunday (12 hours)

6:00 p.m. – 6:00 a.m.

Vendor shall provide a qualified security person and appropriately marked security vehicle during the hours of operation for the purpose of physically monitoring activity throughout the three sites noted above.

Vendor Responsibilities

1. Vendor shall maintain a daily log noting any events, observations or unauthorized entry on the facility grounds.

2. Vendor must be a licensed private patrol operator with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
3. Each security officer and supervisor assigned to this project must possess a valid and permanent California Department of Consumer Affairs, Bureau of Security and Investigative Security Services security guard registration while on the job site.
4. Each security officer and supervisor assigned to this project must be able to speak, read and write English.
5. Vendor employees assigned to this project may be required to submit a Live Scan and criminal history check performed by the Oxnard Police Department at the City's expense with or without notice.
6. City reserves the right to reject Vendor employees from this project with or without cause.

**EXHIBIT B-1
SCHEDULE OF FEES**

ITEM NO.	CITY SECURITY GUARD SERVICES	Cost
1	Security Patrol Services, per Patrol Unit (1 guard)	\$ 24.62/HR
2	Guard Services, per Patrol Unit (1 guard)	\$ 24.62/HR
3	Holiday Weekend Guard Services, per Patrol Unit (1 guard)	\$ 36.93/HR
4	Additional security guard personnel	\$ 24.62/HR
5	Security Patrol Vehicle	\$1,122.22/MO

Professional Security Consultants: Agreement A-7985 Security Patrol Contract

<https://oxnardca.civicclerk.com/Web/GenFile.aspx?ad=4053>



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.12

DATE: June 30, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Purchase Order with Famcon Pipe & Supply for Infrastructure Parts and Supplies.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Purchase Order with Famcon Pipe & Supply, Inc. for infrastructure parts and supplies in the amount of \$210,000 for a one-year term with the option of two additional one-year terms, for a total amount not to exceed \$630,000. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

The City's Water Division (Water) maintains approximately 504 miles of water mains and 5,787 fire hydrants. Hardware, parts and supplies such as pipes, valves, valve boxes, and meter boxes are required for regular preventative maintenance programs or emergency repair. Adequate repair parts and supplies ensure uninterrupted operation and maintenance of the City's water infrastructure.

DISCUSSION

The Water Infrastructure Parts and Supplies PW20-44 Request for Bid (RFB) was published January 17, 2020 and closed February 10, 2020. The City did not receive any responses. A revised RFB was published March 5, 2020 and closed March 19, 2020. Famcon Pipe & Supply, Inc. (Famcon) was the only responsive bidder and has therefore been selected. If there is any interest from other competitors during the next year, staff will review and issue a new RFB before extending the terms with Famcon.

Famcon's Oxnard location means close and reliable access to critical parts and supplies. Famcon's past service to the City has been timely and efficient. In addition to regular office hours, Famcon staff and facilities can be available during off hours, such as evenings and weekends, and for urgent and emergency needs.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Purchase Order with Famcon will not exceed \$630,000 through June 30, 2023. The annual spending plan of \$210,000 will commence in Fiscal Year 2020-21. If extended after the first fiscal year, funding of \$210,000 will be requested in Fiscal Years 2021-22 and 2022-23 respectively. The funds will be included and requested in the Water Operating Fund 601 Budget (account 601-6010-843-81-04).

Famcon Pipe & Supply, Inc. Purchase Order			
FY 2020-21	FY 2021-22	FY 2022-23	TOTAL
\$210,000	\$210,000	\$210,000	\$630,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on June 9, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. PO 7692 Famcon Pipe & Supply
2. Famcon Pipe and Supply Inc. Bid



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

ITEM #K-12

**PURCHASE
ORDER NO.
007692**

DATE: 6/10/2020

VENDOR PHONE: (805)485-4350

VENDOR FAX: () -

VENDOR #: 1819

VENDOR ADDRESS: FAMCON PIPE & SUPPLY INC.
200 LAMBERT ST.
OXNARD, CA 93036

SHIP TO: WATER DIVISION
251 S. HAYES AVENUE
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/30/2023		0000004935	05/05/2020	DON ISLEY	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		60160108438104		PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1		PARTS AND SUPPLIES FOR WATER OPERATIONS		
	1.00 / DL		1.0000	1.00

RFB PW20-44(R) 5/26 PWTC ITEM D.1 COUNCIL 6/16
ONE YEAR PURCHASE ORDER, \$210,000, WITH THE
OPTION FOR TWO ONE YEAR EXTENSIONS. FUNDS WILL BE
ENCUMBERED IN FY20/21.
DEPARTMENT IS REQUIRING PO FOR 6/16/20 COUNCIL
MEETING, WILL ENCUMBER FUNDS ON JULY 1, 2020.
21 00003419 EXP 04/30/21*AM

TOTAL PURCHASE AMOUNT

\$210,000.00

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE. _____
Tim Flynn, Mayor

See to the attached terms and conditions of the City of Oxnard

Page 1 of 2

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
 - ii. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



City of Oxnard
Request for Bid
PW20-44R
Water Infrastructure Parts and Supplies
Bid Close Date: (March 19, 2020)
By 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030
<https://www.oxnard.org/>
Solicitation opportunities: <https://www.oxnard.org/rfps-and-rfqs/>

PREPARATION OF BID

1.1 In addition to responding to other sections of this request for bid, **bidder shall submit Attachments A, B, and C, in its entirety, which includes the bid documents and specifications.** Failure to do so may cause rejection of the bid.

1.2 Bidder's response shall state on a point-by-point basis whether the bid is in compliance with the requirements and specifications of this request for bid. Deviations to the requirements and specifications may be considered, provided that the vendor submits full description and explanation of, and or justification for the proposed deviation supported by specifications and descriptive literature that fully describes the item(s) offered.

1.3 Bidders may reproduce Attachment A to submit alternate bids, if the City requests alternate bids.

1.4 The bid must be submitted by an authorized agent of the submitting entity.

1.5 Term of Agreement:

It is the intent of the City to issue a non-exclusive agreement for a one (1) year term with pricing locked in for this term, with the option if agreed upon by both parties for two additional one-year periods.

1.6 Company Profile

This section of the proposal is designed to establish the bidder 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:

A. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE: FAMCON PIPE AND SUPPLY INC. (CORPORATION)

B. Company overview and disclosure of services or activities performed, including:

- i. 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 the Elected Officials.
- ii. 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.
- iii. 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.

- iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. **BIDDER'S RESPONSE:** STEVE PENZA--NONE

ii. **BIDDER'S RESPONSE:** DON ISLEY, DOUG HAMPTON

iii. **BIDDER'S RESPONSE:** 35 YEARS

iv. **BIDDER'S RESPONSE:** 200 LAMBERT ST., OXNARD, CA 93036

- C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE: N/A

- D. An explanation of any litigation involving the Bidder 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.

BIDDER'S RESPONSE: N/A

- E. List the members of your organization who are authorized to negotiate the Agreement.

BIDDER'S RESPONSE: STEVE PENZA

F. Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this RFB:

- i. Position Title
- ii. Current Responsibilities
- iii. Qualifications/Experiences
- iv. Education
- v. Certifications/licenses, if applicable
- vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

i.	BIDDER'S RESPONSE:	DON ISLEY –WATERWORKS MANAGER
ii.	BIDDER'S RESPONSE:	SALES
iii.	BIDDER'S RESPONSE:	40 YEARS IN THIS INDUSTRY
iv.	BIDDER'S RESPONSE:	N/A
v.	BIDDER'S RESPONSE:	N/A
vi.	BIDDER'S RESPONSE:	N/A
vii.		

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

DESCRIPTION OF EQUIPMENT

2.0 The specifications provides for (Water Infrastructure Parts and Supplies) in the anticipated amounts as indicated.

- Water Infrastructure Parts and Supplies

For parts not on the attached list, can vendor please provide a City Discount.

Please provide discount percentage 20 %?

**ATTACHMENT A
BID DOCUMENTS
FOR
(Water Infrastructure Parts and Supplies)**

Please see attached below.



The grand total is subject to verification. If any discrepancy is found, the sum of the item totals will govern.

The following addenda are acknowledged: (Enter # & date or "None" if appropriate)

No.	Date	No.	Date
	NONE		

() Check here if "NO Bid".

() Check here if your bid will be extended to other public agencies. Your response will in no way affect consideration of your bid.

The undersigned agrees to provide the above items and/or services to the City of Oxnard at the price quoted hereon, hold the price firm for 60 days after the designated date to receive bids, and provide the above items and/or services upon receipt of a City of Oxnard purchase order.

Bidder's Signature

Don Isley

Date

3-18-20

Printed Name & Title

Don Isley Waterworks Manager

Business Name

Famcon Pipe + Supply Inc

Business Address

200 Lambert St.
Oxnard CA 93036

Telephone No. 805-485-4350

Email

doni@famconpipe.com

Federal Taxpayer Identification No.

77-0073760

ATTACHMENT B
CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Donald Isley
depose and say that I am Water works Manager
("Sole Owner", "A Partner", "President", or other proper title)
of Famcon Pipe + Supply Inc.
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Donald C. Isley
Signature

3-18-20
Date

Attachment C

Local Business Qualification Affidavit

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars (\$20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business."

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name:

N/A

Physical Address:

Phone:

E-Mail:

Length of time at this location:

Number of Company Employees at this address:

If less than 36 months, list previous City of Oxnard location:

Business License

Hours of Operation:

Primary function of this location (i.e., sales, distribution, production, corporate, etc):

Signature of Company Official

Date

Print Name, Title

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. L.1

DATE: June 30, 2020

TO: City Council, Housing Authority

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

SUBJECT: Adoption of Fiscal Year 2020-21 Operating and Capital Improvement Budget. (15/20/20)

RECOMMENDATION

That the City Council:

1. Adopt the following resolutions:
 - a. A Resolution of the City Council of the City of Oxnard Approving the City Operating and Capital Improvement Budget for the Fiscal Year 2020-21;
 - b. A Resolution of the City Council of the City of Oxnard Authorizing Full-Time Equivalent Positions in the City Service Effective July 1, 2020 in accordance with the Operating Budget for the Fiscal Year 2020-21;
 - c. A Resolution of the City Council of the City of Oxnard Authorizing Classification and Salary Schedules and Approving the attached Classification and Salary Schedule;
 - d. A Resolution of the City Council of the City of Oxnard Establishing Financial Management Policies;
 - e. A Resolution of the City Council of the City of Oxnard Establishing an Appropriation Limit for the Fiscal Year 2020-21; and
2. That the Housing Board of Commissioners adopt a Resolution Approving the Housing Authority's Operating Budget for the Fiscal Year 2020-2021.

BACKGROUND

The resolutions recommended for approval by the City Council are as follows:

1. Resolution of the City Council Of The City Of Oxnard Approving The City Operating and Capital Improvement Budget For Fiscal Year 2020-21

The proposed budget resolution for Fiscal Year 2020-21 includes appropriations recommended for approval by Council in the amount of \$537,515,789 by funding source.

2. A Resolution Of The City Council Of The City Of Oxnard Authorizing Full-Time Equivalent Positions In Accordance With The Operating Budget For The Fiscal Year 2020-21

The Authorized Position Resolution establishes the number of positions, (full-time equivalents) authorized by Council, in each department.

3. A Resolution Of The City Council Of The City Of Oxnard Authorizing Classification And Salary Schedules And Approving The Attached Classification Salary Schedule

The City Classification and Salary Schedule establishes the type and kind of City employment classifications and the

appropriated salary range for each position.

4. A Resolution Of The City Council Of The City Of Oxnard Establishing Financial Management Policies

This resolution outlines major policies affecting city budgets and finances. They serve as a policy guideline in the development and implementation of the city budget.

5. A Resolution Of The City Council Of The City Of Oxnard Establishing An Appropriation Limit For The Fiscal Year 2020-21.

Government Code Sections 7901 through 7914 require each local jurisdiction to establish the maximum proceeds from taxes that can be appropriated in the budget that year. Based upon the population growth formula and the change in per capita income in California, specified by the Code, the appropriation limit for Oxnard for FY2020-21 is \$374,806,802. The City will be substantially below this limit next fiscal year. The actual proceeds of taxes subject to this limit for Oxnard total \$133,634,875.

6. Resolution Of The Housing Authority Of The City Of Oxnard Approving The Housing Authority's Operating and Capital Budget For Fiscal Year 2020-21.

The proposed Housing Authority's budget resolution for Fiscal Year 2020-21 in the amount of \$30,579,152 includes appropriations recommended for approval by the Board of Commissioners of the Housing Authority.

The recommended budget does not include the budget for the Successor Agency to the Community Development Commission, as those amounts are approved by the California Department of Finance (DOF) in the annual amount on the Recognized Obligation Payment Schedule (ROPS). The ROPS 20/21 for the period of July 2020 has been approved by the DOF.

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 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 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 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.

FINANCIAL IMPACT

Approval of the resolutions will continue to provide core services to the community.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Beth Vo, Budget Manager

ATTACHMENTS

1. Resolution Approving the City Operating and Capital Budget
2. Resolution Authorizing Full-Time Equivalent Positions in the City Service
3. Resolution Authorizing Classification and Salary Schedules
4. Resolution Establishing Financial Management Policies
5. Resolution Establishing an Appropriation Limit
6. Resolution Authorizing the Housing Authority Operating Budget
7. Budget Adoption Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE
CITY OPERATING AND CAPITAL IMPROVEMENT BUDGET FOR THE FISCAL YEAR
2020-2021**

WHEREAS, the City Manager submitted for the consideration of the City Council a proposed City Operating and Capital Budget for fiscal year 2020-2021; and

WHEREAS, in accordance with City Code, Section 2-179, a public hearing on these budgets was duly scheduled, advertised and held, and there was an opportunity for all persons to be heard and for their suggestions or objections to be carefully considered.

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

- The City Council has reviewed the proposed Operating and Capital Improvement Budget and the funds included therein for the period of July 1, 2020 through June 30, 2021 and hereby finds that such budgets, as revised, are sound plans for the financing during fiscal year 2020-2021 of required City operations, services, and capital improvements. Such budgets are hereby proposed as follows:

Funds	FY2020-21 Proposed Budget
<u>General Fund Group</u>	
101-GENERAL FUND	140,819,698
103-GENERAL FUND-OPD TRAINING	102,641
104-HALF CENT SALES TAX	17,480,705
105-STREET MAINTENANCE	8,128,784
114-STORM WATER MANAGEMENT	1,559,788
641-PERFORMING ARTS CNTR FUND	248,200
651-GOLF COURSE OPERATING	4,545,898
General Fund Group	<u>172,885,713</u>
<u>Landscape Maintenance & Community Facilities Districts</u>	
121-WATERWAYS ASSESSMENT DIST	817,080
124-LMD #3-RIVER RIDGE	106,232
125-LMD #4-BEACH MAIN COL/HOT	66,483
128-LMD #10-COUNTRY CLUB	23,932
129-LMD #11-ST. TROPAZ	7,575
131-LMD #12-STANDARD PACIFIC	29,418
132-LMD #14-CALIFORNIA COVE	38,295

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133-LMD #16-LIGHTHOUSE	23,672
134-LMD #13-FD562-LE VILLAGE	19,352
143-LMD #23- GREYSTONE	6,550
144-LMD #24- VINEYARDS	25,526
145-LMD #25-THE POINTE	27,788
147-LMD #27- ROSE ISLAND	28,235
148-LMD #28- HARBORSIDE	85,338
151-LMD #30- HAAS AUTOMATION	75,744
152-LMD #31-RANCHO DE LA ROSA	105,118
153-LMD #32-OAK PARK	42,373
154-LMD #33-RIO DEL SOL	83,081
156-LMD. #34-SUNRISE POINTE	79,609
157-LMD #36-VILLA SANTA CRUZ	214,623
158-LMD #37-PACIFIC BREEZE	32,036
159-LMD #38-ALDEA DEL MAR	167,219
160-LMD #39-EL SUENO/PROMESA	308,119
161-LMD #39-D.R. HORTON	81,399
162-LMD #40-CANTADA	98,126
163-LMD #41-PACIFIC COVE	49,637
164-LMD #42-CANTABRIA/CORONAD	180,342
165-LMD #43-GREENBELT(PARCRO)	145,618
170-L/M DIST.-COMBINING FUNDS	909,452
172-LMD ADMINISTRATION	902,490
173-CFD #4-SEABRIDGE MAINT	846,004
174-CFD #5-RIVERPARK MAINT	6,058,965
175-CFD #2-WESTPORT MAINT	551,986
176-CFD #6-NORTHSHORE MAINT	40,894
177-WATERWAYS AD ZONE #2	51,082
Landscape Maintenance & Community Facilities Districts	12,329,391

Special Revenue Funds

117-CALHOME PROGRAM-STATE GRT	318,162
118-AIR POLLUTION BUYDOWN FEE	590,239
119-PUBLIC SAFETY RETIREMENT	16,815,537
178-PARKS/REC. GRANTS-STATE	8,500,000
181-STATE GAS TAX	5,973,759
182-TRAFFIC SAFETY FUND	512,277
210-TRANSPORTATION GRNT-STATE	871,000
213-TDA/LTF4-TRANS.FND-99400c	744,641
214-TDA/LTF3-BI/PED FND-99234	899
217-STATE TERM GRANTS FUND	636
219-STATE/LOCAL-MY GRANTS	238,990
243-EMERGENCY SHELTER GRANT	601,083

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261-FEDERAL TERM GRANTS FUND	173,563
263-RSVP	111,261
272-21ST CENTURY CLCP-ASESP	2,762,290
275-FED.TRANSPORT. MY GRANTS	3,691,756
285-CDBG ENTITLEMENT	3,441,018
295-HUD HOME	1,835,146
311-PEG FEES CAPITAL IMPROVE	1,300,000
314-2014 LEASE REVENUE BOND	1,653,443
316-2020 LEASE REVENUE REFUNDING BONDS	6,694,197
351-PARK FEES-QUIMBY RESERVE	530,410
352-PARK ACQ & DEVELOP FEES	729
353-STORM DRAIN FACILITY FEE	17,774
354-CIRCULATION SYS.IMPR.FEES	2,970,517
355-CAPITAL GROWTH FEES-RESID	437,235
356-CAP GROWTH FEES-NONRESID	145,788
370-CUPA OPERATING FUND	1,057,246
371-HOUSING-IN-LIEU FEES	337,850
372-AFFORD.RENTAL HOUSING FND	43,525
481-CITY-DOWNTOWN IMPROVEMENT	240,097
547-ART IN PUBLIC PLACE TRUST	15,043

Special Revenue Funds**62,626,111****Assessment District Funds**

513-ASSESSMENT DIST. 2000-1	186,047
514-RICE/101 INTER.ASSES.DIST	957,635
520-CFD #3-SEABRIDGE/MANDALAY	1,883,390
537-COMM.FAC.DIST. 2000-3	595,072
538-CFD #1-WESTPORT	668,867

Assessment District Funds**4,291,011****Enterprise Funds**

601-WATER OPERATING FUND	69,317,152
603-RESOURCE DEVELOPMENT FEE	19,893
605-WATER CAP. FACILITY FUND	627,685
606-WATER RESOURCE FEE	1,308
608-SECURITY-CONTAM.PREV.FUND	1,551,843
609-WATER BONDS	16,825,000
611-W/W COLLECTION OPERATING	48,273,582
613-W/W COLL CONNECTION FEE	9,609
617-W/W COLL.BOND FUNDED CIPS	28,690,000
621-W/W TREATMENT OPRNS	24,614,273
623-W/W TREATMENT CONNECT FEE	9,098
628-WW SEC & CONTAMINATION	850,000

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631-SOLID WASTE OPERATING	61,723,910
638-ER SEC & CONTAMINATION	163,000
Enterprise Funds	252,676,353
 <u>Internal Service Funds</u>	
701-PUBL LIAB & PROP DAMAGE	4,387,630
702-WORKERS COMPENSATION FUND	7,377,548
725-CUSTOMER BILLING OPR FUND	2,280,838
731-INFORMATION TECHNOLOGY	5,225,251
735-FACILITIES MAINTENANCE	4,757,234
741-FLEET SERVICES FUND	8,678,708
Internal Service Funds	32,707,209
 Total of All City Funds	 537,515,789
Less: Internal Service Funds	32,707,209
Net Adjusted Appropriations	504,808,580

2. To the extent funds are available, any unused appropriations at the end of fiscal year 2019-2020 in active capital improvement projects and multi-year programs are hereby re-appropriated for continued use in fiscal year 2020-2021.
3. The Council authorizes the City Manager to transfer and make adjustment of interfund transfers at the close of fiscal year 2019-2020, to eliminate cash deficits in funds when necessary including: Utility Enterprise Funds, Capital Growth Funds, Impact Fee Funds, Assessment District Funds, Grant Funds, Debt Service Funds, and all other funds that may need such adjustments.
4. Multi-year capital projects or programs funded by Measure O Half-Cent Sales Tax are included in the budget and are hereby re-appropriated to fiscal year 2020-21. In fiscal year 2014-15, the Measure O Fund provided a liquidity loan of \$16,000,000 to the General Fund to assure General Fund solvency. The loan is repaid in annual installments of \$1,875,688 over a period of ten years at 3% interest.
5. Any remaining balances in approved grant programs and capital improvement projects at the end of fiscal year 2019-2020, except for balances reallocated as part of the budget process, are hereby re-appropriated for continuing use in fiscal year 2020-2021 and all estimated revenues from such approved grants and capital improvement projects for fiscal year 2019-2020 that are not realized by year end are authorized to be continued.
6. To the extent funds are available, General Fund encumbrances whereby contracts remained active at the close of fiscal year 2019-2020 are carried forward and any corresponding remaining balance of special one-time authorized appropriations are also carried forward with the approval of the City Manager and Chief Financial Officer.
7. All General Fund revenues in excess of expenditures and encumbrances at the close of fiscal year 2019-2020, not otherwise provided for in City Council budget policies or re-appropriated above, are hereby appropriated to the General Fund Operating Reserve on June 30, 2020. Current projections, however, do not anticipate any such excess.

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8. Staff is directed to correct any clerical errors in the proposed budget document.
9. Staff is directed to ensure that the final proposed budget documents containing the Operating Budget and the Capital Improvement Budget for fiscal year 2020-2021 shall contain all revisions made by the City Council prior to final budget adoption.
10. The City Manager or designee is authorized to approve any appropriation transfers between departments within a fund. Any department director is authorized to transfer appropriations between programs, as long as funding is available in the department as a whole (see Financial Policy-Section D 3. and 4.)
11. Adoption of this resolution provides Council the authority to expend any and all funds appropriated for purposes as determined in the budget.

PASSED AND ADOPTED on this 30th day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING
FULL-TIME EQUIVALENT POSITIONS IN THE CITY SERVICE EFFECTIVE JULY 1,
2020 IN ACCORDANCE WITH THE OPERATING BUDGET FOR THE 2020-2021 FISCAL
YEAR

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the attachment to this Resolution listed as Exhibit “A” contains all full time equivalent positions hereby authorized as provided for in the operating budget for fiscal year 2020-2021.

PASSED AND ADOPTED this 30th 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 Fischer, City Attorney

<u>Department</u>	<u>Title</u>	<u>FY 19/20</u> <u>Revised</u>	<u>Proposed</u> <u>Changes</u>	<u>FY 20/21</u> <u>Proposed</u>
CITY ATTORNEY	ASSISTANT CITY ATTORNEY	2		2
	CHIEF ASSISTANT CITY ATTORNEY	1		1
	CITY ATTORNEY	1		1
	DEPUTY CITY ATTORNEY I	1		1
	DEPUTY CITY ATTORNEY II	1		1
	LAW OFFICE MANAGER	1		1
	PARALEGAL	2	-1	1
CITY ATTORNEY DEPT TOTAL		9	-1	8
CITY CLERK	ASSISTANT CITY CLERK	1		1
	CITY CLERK	1		1
	OFFICE ASSISTANT II	1		1
CITY CLERK DEPT TOTAL		3	0	3
CITY COUNCIL	CITY COUNCILMEMBER	7		7
CITY COUNCIL TOTAL		7	0	7
CITY MANAGER	ADMINISTRATIVE ASSISTANT (C)	1		1
	ADMINISTRATIVE ASSISTANT	1		1
	ASSISTANT CITY MANAGER	2		2
	CITY MANAGER	1		1
	COMMUNICATIONS & MARKETING MANAGER	1		1
	EXECUTIVE ASSISTANT II	1		1
	PROJECT MANAGER	1		1
CITY MANAGER DEPT TOTAL		8		8
NEIGHBORHOOD SERVICES	OFFICE ASSISTANT II	1		1
NEIGHBORHOOD SERVICES TOTAL		1		1
CITY MANAGER DEPT TOTAL		9	0	9
COMMUNITY DEVELOPMENT	ADMINISTRATIVE SECRETARY I	1		1
	ADMINISTRATIVE SECRETARY III	3		3
	ASSISTANT DIRECTOR OF COMMUNITY DEV.	1		1
	ASSISTANT TRAFFIC ENGINEER	1		1
	BUILDING INSPECTOR II	5		5
	CIVIL ENGINEER	1		1
	CODE COMPLIANCE INSPECTOR I	2		2
	CODE COMPLIANCE INSPECTOR II	5		5
	CODE COMPLIANCE MANAGER	1		1
	CONSTRUCTION INSPECTOR II	3		3
	DATA ENTRY OPERATOR II	1		1
	DEPUTY BUILDING OFFICIAL	2		2
	DEVELOPMENT SERVICES MANAGER	1		1
	ELECTRICAL INSPECTOR	1		1
	JUNIOR CIVIL ENGINEER	1		1
	OFFICE ASSISTANT II	3		3
	PERMIT COORDINATOR	1		1
	PERMIT TECHNICIAN	3		3
	PLANNING AND SUSTAINABILITY MANAGER	1		1
	PLAN CHECK ENGINEER	2		2
	PLANS EXAMINER II	1		1

<u>Department</u>	<u>Title</u>	<u>FY 19/20</u> <u>Revised</u>	<u>Proposed</u> <u>Changes</u>	<u>FY 20/21</u> <u>Proposed</u>
	PROJECT MANAGER	1		1
	SR. CODE COMPLIANCE INSPECTOR	1		1
	SR. CONSTRUCTION INSPECTOR	1		1
	SUPERVISING BUILDING INSPECTOR	1		1
	SUPERVISING CIVIL ENGINEER	1		1
COMMUNITY DEVELOPMENT TOTAL		45	0	45
DEVELOPMENT SUPPORT	ADMINISTRATIVE TECHNICIAN	2		2
	COMMUNITY DEVELOPMENT DIRECTOR	1		1
	ECONOMIC DEVELOPMENT MANAGER	1		1
	MANAGEMENT ANALYST III	1		1
DEVELOPMENT SUPPORT TOTAL		5	0	5
LAND USE PLAN & ENV PROTC	ADMINISTRATIVE SECRETARY III	1		1
	ASSISTANT PLANNER	2		2
	ASSOCIATE PLANNER	3		3
	DRAFT/GRAPH TECHNICIAN II	1		1
	PLAN & ENV SRVCS MANAGER	1		1
	PLANNING TECHNICIAN	1		1
	PRINCIPAL PLANNER	2		2
	SR. PLANNER	1		1
LAND USE PLAN & ENV PROTC TOTAL		12	0	12
COMMUNITY DEVELOPMENT TOTAL		62	0	62
CULTURAL & COMMUNITY SERVICES				
LIBRARY	ADMINISTRATIVE ASSISTANT	1		1
	CITY LIBRARIAN	1		1
	CULTURAL & COMMUNITY SVCS DIR	0.5		0.5
	LIBRARIAN I	6		6
	LIBRARIAN II	1		1
	LIBRARIAN III	3		3
	LIBRARY AIDE I	5.5		5.5
	LIBRARY AIDE II	5		5
	LIBRARY MONITOR	1		1
	OFFICE ASSISTANT II	1		1
LIBRARY SERVICES TOTAL		25	0	25
RECREATION SERVICES	ADMINISTRATIVE ASSISTANT	1		1
	ADMINISTRATIVE SECRETARY II	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	COMMUNITY SERVICES MANAGER	1		1
	CULTURAL & COMMUNITY SVCS DIR	0.5		0.5
	MANAGEMENT ANALYST I	1	1	2
	OFFICE ASSISTANT II	1.75		1.75
	RECREATION SUPERVISOR	2		2
	RECREATION/HUMAN SERV COORD	15	-1	14
	RECREATION/HUMAN SERV LEADER I	1		1
	RECREATION/HUMAN SERV LEADER II	4		4
	RECREATION/HUMAN SERV LEADER III	24.75	0.25	25
RECREATION SERVICES TOTAL		54	0.25	54.25
CULTURAL & COMMUNITY SVCS TOTAL		79	0.25	79.25
DEPT OF BILLING AND LICENSING	ACCOUNT CLERK I	1		1
	ACCOUNT CLERK II	2		2
	ACCOUNT CLERK III	1		1
	ADMINISTRATIVE ASSISTANT	1		1
	ASSITANT CITY TREASURER	1		1

<u>Department</u>	<u>Title</u>	<u>FY 19/20</u> <u>Revised</u>	<u>Proposed</u> <u>Changes</u>	<u>FY 20/21</u> <u>Proposed</u>
	BILLING & LICENSING SUPERVISOR	0	1	1
	CITY TREASURER	1	-1	0
	CODE COMPLIANCE INSPECTOR I	1		1
	CUSTOMER SERVICE ACCT TECH	2		2
	CUSTOMER SERVICE REP II	7		7
	REVENUE COLLECTION TECHNICIAN	1		1
	SR. CUSTOMER SERVICE REP	1		1
	TREASURY SUPERVISOR	1	-1	0
DEPT OF BILLING AND LICENSING TOTAL		20	-1	19
FINANCE DEPARTMENT				
	ACCOUNT CLERK II	1		1
	ACCOUNT CLERK III	2		2
	ACCOUNTANT I	3	1	4
	ACCOUNTANT II	1	1	2
	ACCOUNTANT II (C)	1	-1	0
	ACCOUNTING TECHNICIAN	2		2
	ADMINISTRATIVE ASSISTANT (C)	1		1
	ASSISTANT CHIEF FIN OFFICER	1		1
	BUDGET MANAGER	1		1
	BUYER	3		3
	CHIEF FINANCIAL OFFICER	1		1
	CONTROLLER	1		1
	FINANCIAL ANALYST I	2	-1	1
	FINANCIAL ANALYST II	3		3
	FINANCIAL ANALYST III	1		1
	SENIOR MANAGER, INTERNAL CONTROL	1		1
	MAIL CLERK	1.5		1.5
	MANAGEMENT ACCOUNTANT/AUDITOR	2		2
	PURCHASING MANAGER	1		1
FINANCE DEPARTMENT TOTAL		29.5	0	29.5
FIRE DEPARTMENT				
	ADMINISTRATIVE ASSISTANT (C)	1		1
	ADMINISTRATIVE SECRETARY II	2		2
	ASSISTANT FIRE CHIEF	1		1
	BATTALION CHIEF	5		5
	COMMUNITY PARAMEDIC	0	1	1
	CUPA MANAGER	1		1
	EMS COORDINATOR	1		1
	EMERGENCY SERVICES MANAGER	1		1
	FIRE CAPTAIN	32		32
	FIRE CHIEF	1		1
	FIRE ENGINEER	33	-3	30
	FIRE ENVIRONMENTAL SPEC I	2		2
	FIRE ENVIRONMENTAL SPEC II	2		2
	FIRE INSPECTOR/INVESTIGATOR (Sworn)	1	3	4
	FIRE INSPECTOR II (Non-Sworn)	2		2
	FIREFIGHTER	44		44
	MANAGEMENT ANALYST II	1		1
	PLANS EXAMINER II	1		1
FIRE DEPARTMENT TOTAL		131	1	132
HOUSING				
HOUSING AUTHORITY				
	ACCOUNT CLERK II	1		1
	ACCOUNT CLERK III	1		1
	ACCOUNTANT I	2		2
	ACCOUNTING TECHNICIAN	1		1

<u>Department</u>	<u>Title</u>	<u>FY 19/20</u>	<u>Proposed</u>	<u>FY 20/21</u>
		<u>Revised</u>	<u>Changes</u>	<u>Proposed</u>
	ADMINISTRATIVE SECRETARY III	1		1
	CONSTRUCTION PROJECT COORDINATOR	0	1	1
	COMPUTER NETWORK ENGINEER III	1		1
	CUSTODIAN	2		2
	FAC MAINT WORKER I	1		1
	FAC MAINT WORKER II	3		3
	GROUNDWORKER I	1		1
	GROUNDWORKER II	3		3
	HOUSING CONTRACT ADMIN	1		1
	HOUSING DIRECTOR	1		1
	HOUSING ENGINEER	1	-1	0
	HOUSING FINANCIAL OFFICER	1		1
	HOUSING INSPECTOR	1		1
	HOUSING MAINT SUPERVISOR	1		1
	HOUSING PROGRAM SUPERVISOR	2		2
	HOUSING PROGRAMS MANAGER	1		1
	HOUSING SPECIALIST I	5		5
	HOUSING SPECIALIST II	8		8
	MAINTENANCE WORKER HOUSING	4		4
	MANAGEMENT ANALYST II	1		1
	OFFICE ASSISTANT I	4		4
	OFFICE ASSISTANT II	7		7
	RESIDENT SERVICES COORDINATOR	1		1
	SR. HOUSING MAINTENANCE WORKER	2		2
	SR. HOUSING SPECIALIST	4		4
HOUSING AUTHORITY TOTAL		62	0	62
HOUSING SERVICES	ACCOUNTING MANAGER	1		1
	ADMINISTRATIVE TECHNICIAN	1		1
	COMPLIANCE SERVICES MANAGER	1		1
	GRANTS COORDINATOR	1		1
	GRANTS SPECIALIST I	1		1
	HOMELESS ASSISTANCE PGM COORD	1		1
	MANAGER	1		1
	REHAB LOAN SPECIALIST	2		2
HOUSING SERVICES TOTAL		9	0	9
HOUSING DEPARTMENT TOTAL		71	0	71
HUMAN RESOURCES DEPARTMENT	ACCOUNTING TECHNICIAN (C)	2	-2	0
	ADMINISTRATIVE ASSISTANT (C)	2		2
	ASSITANT HR DIRECTOR (C)	1		1
	HUMAN RESOURCES ANALYST I (C)	3	-1	2
	HUMAN RESOURCES ANALYST II (C)	0	3	3
	HUMAN RESOURCES DIRECTOR	1		1
	HUMAN RESOURCES MANAGER (C)	1		1
	HUMAN RESOURCES TECHNICIAN (C)	3		3
	MANAGEMENT ANALYST III (C)	1	-1	0
	PAYROLL TECHNICIAN (C)	0	2	2
	SR. HUMAN RESOURCES ANALYST (C)	1	1	2
	SR. HUMAN RESOURCES COORDINATOR (C)	2	-2	0
HUMAN RESOURCES DEPARTMENT TOTAL		17	0	17
INFORMATION SVS OPERATION	COMPUTER NETWORK ENGINEER I	1		1
	COMPUTER NETWORK ENGINEER II	5		5
	COMPUTER NETWORK ENGINEER III	6		6

<u>Department</u>	<u>Title</u>	<u>FY 19/20</u> <u>Revised</u>	<u>Proposed</u> <u>Changes</u>	<u>FY 20/21</u> <u>Proposed</u>
	GEOGRAPHIC INFO SYSTEMS TECH III	1		1
	INFO. TECHNOLOGY DIRECTOR	1		1
	PROGRAMMER ANALYST	4		4
	SYSTEMS ADMINISTRATOR	6		6
	SYSTEMS ANALYST II	1		1
	SYSTEMS ANALYST III	1		1
INFORMATION SVS OPERATION TOTAL		26	0	26
NON-DEPARTMENTAL	CITY TREASURER	0	1	1
NON-DEPARTMENTAL TOTAL		0	1	1
POLICE DEPARTMENT	ACCOUNT CLERK III	2		2
	ADMINISTRATIVE ASSISTANT (C)	1		1
	ADMINISTRATIVE SECRETARY II	1		1
	ADMINISTRATIVE SVC'S ASSISTANT	2		2
	ANIMAL SAFETY OFFICER	2		2
	ASSISTANT POLICE CHIEF	2		2
	COMMUNITY AFFAIRS MANAGER	1		1
	COMMUNITY SERVICE OFFICER	11	-2	9
	CRIME ANALYSIS DATA TECHNICIAN	2		2
	CRIME ANALYST I	2		2
	CRIME ANALYST II	1		1
	CROSSING GUARD	6		6
	EVIDENCE TECHNICIAN I	2		2
	MISSING PERSONS SPECIALIST	1		1
	OFFICE ASSISTANT II	1		1
	POLICE CALL TAKER	4		4
	POLICE CHIEF	1		1
	POLICE COMMANDER	8		8
	POLICE FINANCE/GRANTS MANAGER	1		1
	POLICE OFFICER I/PUBLIC SAFETY TRAINEE	76	-4	72
	POLICE OFFICER II	103	-6	97
	POLICE OFFICER III	28		28
	POLICE RECORDS MANAGER	1		1
	POLICE RECORDS SUPERVISOR	1		1
	POLICE RECORDS TECHNICIAN I	8		8
	POLICE RECORDS TECHNICIAN II	6		6
	POLICE RECORDS TECHNICIAN III	2		2
	POLICE SERGEANT	31	-1	30
	POLICE SERVICE OFFICER	8	-2	6
	POLICE WORD PROCESSOR II	7	-1	6
	POLICE WORD PROCESSOR III	1		1
	PROPERTY & EVIDENCE CUSTODIAN	1		1
	PROPERTY & EVIDENCE TECH II	5		5
	PUBLIC SAFETY COMM MANAGER	1		1
	PUBLIC SAFETY DISPATCHER I	5		5
	PUBLIC SAFETY DISPATCHER II	14		14
	PUBLIC SAFETY DISPATCHER III	5		5
	SEX REGISTRANT SPECIALIST	1		1
	SR. POLICE SERVICE OFFICER	1		1
	SR. TRAFFIC SERVICE ASST	2	-1	1
	SUPERVISING ANIMAL SAFETY OFFICER	1		1
	TRAFFIC SERVICE ASST I	2		2
	TRAFFIC SERVICE ASST II	12		12
POLICE DEPARTMENT TOTAL		373	-17	356

<u>Department</u>	<u>Title</u>	<u>FY 19/20</u> <u>Revised</u>	<u>Proposed</u> <u>Changes</u>	<u>FY 20/21</u> <u>Proposed</u>
PUBLIC WORKS				
ENVIRONMENTAL RESOURCE	ACCOUNT CLERK III	3		3
	ACCOUNTING TECHNICIAN	1		1
	ADMINISTRATIVE ASSISTANT	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	ADMINISTRATIVE TECHNICIAN	1		1
	CALL CENTER MANAGER	1		1
	CHIEF OF COLLECTIONS	1		1
	CONTAINER SERVICE WORKER	2		2
	CUSTOMER SERVICE REP I	2		2
	CUSTOMER SERVICE REP II	10		10
	ENVIROMENTAL RESOURCES SUPV	5		5
	ENVIRON RESOURCES DIVISION MANAGER	1		1
	EQUIPMENT OPERATOR	12		12
	HEALTH, SAFETY & TRAINING OFFICER	1		1
	MAINTENANCE WORKER TRAINEE	22		22
	MANAGEMENT ANALYST III	1		1
	MRF DISPATCHER	3		3
	MRF MANAGER	1		1
	MRF MACHINERY OPERATOR	3		3
	MRF MECHANIC	3		3
	OFFICE ASSISTANT II	1		1
	OUTREACH/EDUCATION SPECIALIST	1		1
	RECYLCLING MANAGER	1		1
	ROUTE CHECKER	5		5
	SOLID WASTE EQUIP OPER II	49		49
	SOLID WASTE TRANS OPERATOR	14		14
	SORTER	26		26
	TREATMENT PLANT ELECTRICIAN	1		1
ENVIRONMENTAL RESOURCE TOTAL		173	0	173
FACILITIES MAINTENANCE SERVICES	CONSTRUCTION PROJECT MANAGER	1		1
	CUSTODIAL SUPERVISOR	1		1
	CUSTODIAN	11		11
	FAC MAINT WORKER II	4		4
	HVAC TECHNICIAN	2		2
	MAINTENANCE CARPENTER	2		2
	MAINTENANCE ELECTRICIAN	2		2
	MAINTENANCE PLUMBER	1		1
	MAINTENANCE SERVICES MANAGER	1		1
	SR. FACILITIES MAINTENANCE WORKER	2	1	3
FACILITIES MAINTENANCE SERVICES TOTAL		27	1	28
FLEET SERVICES OPERATION	ADMINISTRATIVE TECHNICIAN	1		1
	CUSTOMER SERVICE REP I	1		1
	FLEET SERVICES MAINT WORKER	1		1
	FLEET SERVICES MANAGER	1		1
	FLEET SERVICES MECHANIC I	6		6
	FLEET SERVICES MECHANIC II	9		9
	FLEET SERVICES MECHANIC SPVR	1		1
	SR. FLEET SERVICES MECHANIC	4		4
	TIRE REPAIRER	1		1
FLEET SERVICES OPERATION TOTAL		25	0	25

<u>Department</u>	<u>Title</u>	<u>FY 19/20</u> <u>Revised</u>	<u>Proposed</u> <u>Changes</u>	<u>FY 20/21</u> <u>Proposed</u>
MAINTENANCE SERVICES	ADMINISTRATIVE ASSISTANT	1		1
	ADMINISTRATIVE SECRETARY II	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	CONSTRUCTION PROJECT COORDINATOR	1		1
	EQUIPMENT OPERATOR	5		5
	GRAFFITI ACTION COORDINATOR	1		1
	GROUNDWORKER I	26		26
	GROUNDWORKER II	7		7
	MAINTENANCE PLUMBER	1		1
	OFFICE ASSISTANT I	1		1
	OFFICE ASSISTANT II	2		2
	PARKS MAINTENANCE SUPERVISOR	3		3
	PARKS MANAGER	1		1
	PROJECT MANAGER	1		1
	SR. FACILITIES MAINTENANCE WORKER	1	-1	0
	SR. GROUNDWORKER	3		3
	SR. STREET MAINT WORKER	4		4
	SR. TREE TRIMMER	1		1
	STREET MAINT WKR I	1		1
	STREET MAINT WKR II	3		3
	STREETS MANAGER	1		1
	TRAFFIC SAFETY MAINT WKR	2		2
	TREE TRIMMER I	1		1
MAINTENANCE SERVICES TOTAL		69	-1	68
PUBLIC WORKS ADMINISTRATION	ACCOUNT CLERK II	2		2
	ADMINISTRATIVE LEGAL ASSISTANT (C)	1		1
	ADMINISTRATIVE SERVICES MANAGER	1		1
	ADMINISTRATIVE TECHNICIAN	2		2
	ASSISTANT DIRECTOR PUBLIC WORKS	3		3
	FINANCIAL ANALYST I	1		1
	GRANTS COORDINATOR	1		1
	MANAGEMENT ANALYST II	3	-2	1
	MANAGEMENT ANALYST III	1		1
	PUBLIC WORKS DIRECTOR	1		1
	UTILITIES FINANCE OFFICER	1		1
PUBLIC WORKS ADMINISTRATION TOTAL		17	-2	15
SPECIAL DISTRICTS	SPECIAL DISTRICTS MANAGER	1		1
	LANDSCAPE INSPECTOR II	3		3
	ADMINISTRATIVE TECHNICIAN	1		1
	PROJECT MANAGER	2		2
SPECIAL DISTRICTS TOTAL		7	0	7
ENGINEERING & MAINTENANCE SERVICES	ADMINISTRATIVE TECHNICIAN	1		1
	ASSISTANT CIVIL ENGINEER	1		1
	CITY ENGINEER	1		1
	CIVIL ENGINEER	1		1
	CONSTRUCTION INSPECTOR I	1		1
	CONSTRUCTION INSPECTOR II	2		2
	ENGINEERING TECHNICIAN II	1		1
	JUNIOR CIVIL ENGINEER	1		1
	MANAGEMENT ANALYST II	0	1	1
	PROJECT MANAGER	3	0	3
	SUPERVISING CIVIL ENGINEER	3		3
ENGINEERING & MAINTENANCE SERVICES TOTAL		15	1	16

<u>Department</u>	<u>Title</u>	<u>FY 19/20</u> <u>Revised</u>	<u>Proposed</u> <u>Changes</u>	<u>FY 20/21</u> <u>Proposed</u>
TRAFFIC ENGINEERING	ASSOCIATE TRAFFIC DESIGN ENG	1	-1	0
	ASSOCIATE TRAFFIC ENGINEER	0	1	1
	SR. CIVIL ENGINEER	2		2
	SR. ENGR TECH/SURVEY CHIEF	1		1
	TRAFFIC ENGINEER	1		1
	TRAFFIC SIGNAL REPAIRER I	1		1
	TRAFFIC SIGNAL REPAIRER II	1		1
	TRAFFIC SIGNAL TECHNICIAN	1		1
	TRANSPORTATION PLANNER	1		1
TRAFFIC ENGINEERING TOTAL		9	0	9
WATER OPERATION	ADMINISTRATIVE ASSISTANT	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	CHIEF OPERATOR	3		3
	MAINTENANCE WORKER TRAINEE	1		1
	MANAGEMENT ANALYST II	0	1	1
	METER READER	6		6
	METER REPAIR WORKER	3		3
	OUTREACH/EDUCATION SPECIALIST	1		1
	SR. BACKFLOW SPECIALIST	1		1
	SR. METER READER	1		1
	SR. METER REPAIRER WORKER	1		1
	SR. WATER DISTRIBUTION OPERATOR	4		4
	SR. WATER TREATMENT OPERATOR	2		2
	WATER CONSERV/OUTREACH COORDINATOR	1		1
	WATER CONSERV/OUTREACH TECH	1		1
	WATER DISTRIBUTION OPERATOR I	11		11
	WATER DISTRIBUTION OPERATOR II	6		6
	WATER DIVISION MANAGER	1		1
	WATER OPERATORS MANAGER/CHIEF OPERATOR	1		1
	WATER REGULATORY COMPL COORD	1		1
	WATER REGULATORY COMPL TECH II	2		2
	WATER RESOURCE MANAGER	1		1
	WATER TREATMENT OPERATOR II	2		2
	WATER TREATMENT OPERATOR III	3		3
WATER OPERATION TOTAL		55	1	56
RECYCLE WATER	ADMINISTRATIVE SECRETARY III	1		1
	SR. WASTEWATER MECHANIC	1		1
	WASTEWATER OP IN TRAINING	1		1
	WASTEWATER OPERATOR I	1		1
	WASTEWATER OPERATOR II	1		1
	WASTEWATER OPERATOR III	1		1
RECYCLE WATER TOTAL		6	0	6
STORM WATER	SR. WASTEWATER ENVIR SPECIALIST	1		1
	SOURCE CONTROL TECHNICIAN	1		1
	TECHNICAL SVCS/WTR QUALITY MGR	1		1
	WASTEWATER COLLECT OPERATOR II	1		1
	WASTEWATER ENVIRONMENTAL SPEC	1		1
STORM WATER TOTAL		5	0	5
WASTEWATER COLLECTION	DATA ENTRY OPERATOR II	1		1
	MANAGEMENT ANALYST II	1		1

<u>Department</u>	<u>Title</u>	<u>FY 19/20</u> <u>Revised</u>	<u>Proposed</u> <u>Changes</u>	<u>FY 20/21</u> <u>Proposed</u>
	SOURCE CONTROL INSPECTOR II	1		1
	SR. WASTEWATER COLLECTION OPERATOR	2		2
	SR. WASTEWATER ENVIR SPECIALIST	1		1
	WASTEWATER COLLECTIONS MANAGER	1		1
	WASTEWATER COLLECT OPERATOR I	2.5		2.5
	WASTEWATER COLLECT OPERATOR II	4		4
	WASTEWATER ENVIRONMENTAL SPEC	3		3
	WASTEWATER INFRASTRUCTURE MANAGER	1		1
	WASTEWATER MAINTENANCE MANAGER	1		1
WASTEWATER COLLECTION TOTAL		18.5	0	18.5
WASTEWATER TREATMENT	ADMINISTRATIVE SECRETARY III	1		1
	ELECTRICIAN/INSTRUMENTATION TECH	2		2
	LABORATORY ASSISTANT	1		1
	LABORATORY SUPERVISOR	1		1
	LABORATORY TECHNICIAN	3		3
	POWER PROD. OPERATOR II	2		2
	PROJECT MANAGER	1		1
	SR. WASTEWATER ELECTRICIAN	1		1
	SR. WASTEWATER MECHANIC	2		2
	SR. WASTEWATER OPERATOR	4		4
	TREATMENT PLANT ELECTRICIAN	2		2
	UTILITIES SUPERVISOR	1		1
	WASTEWATER DIVISION MANAGER	1		1
	WASTEWATER MAINTENANCE SUPERV	1		1
	WASTEWATER MECHANIC II	9		9
	WASTEWATER OPER MGR/CHIEF OPER	1		1
	WASTEWATER OPERATOR I	2		2
	WASTEWATER OPERATOR II	9		9
	WASTEWATER OPERATOR III	5		5
WASTEWATER TREATMENT TOTAL		49	0	49
PUBLIC WORKS DEPARTMENT TOTAL		475.5	0	475.5
GRAND TOTAL		1312	-16.75	1295.25

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING
CLASSIFICATION AND SALARY SCHEDULES AND APPROVING THE ATTACHED
CLASSIFICATION AND SALARY SCHEDULE PURSUANT TO CHAPTER 4 OF THE
CITY PERSONNEL RULES AND REGULATIONS

WHEREAS, the City Manager has submitted for the consideration of the City Council of the City of Oxnard an updated Classification and Salary Schedule; and,

WHEREAS, the City Council has carefully reviewed the Classification and Salary Schedule submitted by the City Manager and finds that the recommended Classification and Salary Schedule is desirable in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES that the Classification and Salary Schedule attached hereto as Exhibit "A" is approved and all prior versions are rescinded effective July 1, 2020.

PASSED AND ADOPTED THIS 30th day of June, 2020, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 1, 2020

319

320

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 1, 2020

Assistant Design Traffic Engineer	18127	A93	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	33.9943	35.694	37.4785	39.3526	41.3201	43.3861	45.5553	47.8331	50.2247	52.7361
		BIWEEKLY	2719.54	2855.52	2998.28	3148.21	3305.61	3470.89	3644.42	3826.65	4017.98	4218.89
		ANNUAL	70708.14	74243.52	77955.28	81853.41	85945.81	90243.09	94755.02	99492.85	104467.38	109691.09
Assistant Traffic Engineer	18127	A93	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	33.9943	35.694	37.4785	39.3526	41.3201	43.3861	45.5553	47.8331	50.2247	52.7361
		BIWEEKLY	2719.54	2855.52	2998.28	3148.21	3305.61	3470.89	3644.42	3826.65	4017.98	4218.89
		ANNUAL	70708.14	74243.52	77955.28	81853.41	85945.81	90243.09	94755.02	99492.85	104467.38	109691.09
Associate Planner	13108	A83	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	29.2367	30.6985	32.2335	33.845	35.5372	37.3141	39.1798	41.1389	43.1959	45.3556
		BIWEEKLY	2338.94	2455.88	2578.68	2707.60	2842.98	2985.13	3134.38	3291.11	3455.67	3628.45
		ANNUAL	60812.34	63852.88	67045.68	70397.60	73917.38	77613.33	81493.98	85568.91	89847.47	94339.65
Associate Traffic Design Engineer	18117	A97	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	37.7713	39.66	41.6429	43.7251	45.9115	48.2068	50.6172	53.1481	55.8056	58.5958
		BIWEEKLY	3021.70	3172.80	3331.43	3498.01	3672.92	3856.54	4049.38	4251.85	4464.45	4687.66
		ANNUAL	78564.30	82492.80	86617.23	90948.21	95495.92	100270.14	105283.78	110548.05	116075.65	121879.26
Battalion Chief (Non-Shift)	14314	PS1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
		Hourly	53.4528	56.18	59.0453	62.0574	65.2231	68.5498	71.9769	75.576		
		BIWEEKLY	4276.22	4494.40	4723.62	4964.59	5217.85	5483.98	5758.15	6046.08		
		ANNUAL	111181.82	116854.40	122814.22	129079.39	135664.05	142583.58	149711.95	157198.08		
Battalion Chief (Shift)	14314	PS3	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
		Hourly	38.1805	40.1284	42.1753	44.3268	46.5879	48.964	51.4121	53.9829		
		BIWEEKLY	4276.22	4494.38	4723.63	4964.60	5217.84	5483.97	5758.16	6046.08		
		ANNUAL	111181.62	116853.90	122814.47	129079.64	135663.96	142583.17	149712.04	157198.20		
Billing & Licensing Supervisor	7312	M11	Lower	Upper								
		Hourly	26.3586	44.4254								
		BIWEEKLY	2108.69	3554.03								
		ANNUAL	54825.89	92404.83								
Budget Manager	7210	M62	Lower	Upper								
		Hourly	41.6902	72.1345								
		BIWEEKLY	3335.22	5770.76								
		ANNUAL	86715.62	150039.76								
Building Inspector I	13203	BGL 104.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	27.9857	29.4133	30.9138	32.4906	34.1482	35.8898	37.7204			
		BIWEEKLY	2238.86	2353.06	2473.10	2599.25	2731.86	2871.18	3017.63			
		ANNUAL	58210.26	61179.66	64300.70	67580.45	71028.26	74650.78	78458.43			
Building Inspector II	13206	BHK 114.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	30.9138	32.4906	34.1482	35.8898	37.7204	39.6449	41.6670			
		BIWEEKLY	2473.10	2599.25	2731.86	2871.18	3017.63	3171.59	3333.36			
		ANNUAL	64300.70	67580.45	71028.26	74650.78	78458.43	82461.39	86667.36			
Buyer	8311	A40	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	21.9559	23.0537	24.2064	25.4168	26.6875	28.0221	29.423	30.8942	32.439	34.0609
		BIWEEKLY	1756.47	1844.30	1936.51	2033.34	2135.00	2241.77	2353.84	2471.54	2595.12	2724.87
		ANNUAL	45668.27	47951.70	50349.31	52866.94	55510.00	58285.97	61199.84	64259.94	67473.12	70846.67
Call Center Manager	16119	M36	Lower	Upper								
		Hourly	34.3867	57.2708								
		BIWEEKLY	2750.94	4581.66								
		ANNUAL	71524.34	119123.26								
Chief Assistant City Attorney	1307	M99	Lower	Upper								
		Hourly	90.0113	97.1706								
		BIWEEKLY	7200.90	7773.65								
		ANNUAL	187223.50	202114.85								
Chief Financial Officer	7215	E14	Lower	Upper								
		Hourly	87.2811	120.0116								
		BIWEEKLY	6982.49	9600.93								
		ANNUAL	181544.69	249624.13								
Chief of Collections	16120	M36	Lower	Upper								
		Hourly	34.3867	57.2708								
		BIWEEKLY	2750.94	4581.66								
		ANNUAL	71524.34	119123.26								
Chief Operator	20137	M32	Lower	Upper								
		Hourly	33.0358	55.1096								
		BIWEEKLY	2642.86	4408.77								
		ANNUAL	68714.46	114627.97								
City Attorney	1314	E12	Lower	Upper								
		Hourly	109.3439	122.4995								
		BIWEEKLY	8747.51	9799.96								
		ANNUAL	227435.31	254798.96								
City Clerk	1405	E03	Lower	Upper								
		Hourly	55.1235	75.7947								
		BIWEEKLY	4409.88	6063.58								
		ANNUAL	114656.88	157652.98								

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City Corp Leader Trainee I Extra Help	A10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
	Hourly	13.7726	14.4613	15.1843	15.9435	16.7407	17.5778	18.4567	19.3795	20.3484	21.366	
	BIWEEKLY	1101.81	1156.90	1214.74	1275.48	1339.26	1406.22	1476.54	1550.36	1627.87	1709.28	
	ANNUAL	28647.01	30079.50	31583.34	33162.48	34820.66	36561.82	38389.94	40309.36	42324.67	44441.28	
City Corp Leader Trainee II Extra Help	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
	Hourly	15.3077	16.073	16.8766	17.7206	18.6065	19.5368	20.5138	21.5395	22.6164	23.7472	
	BIWEEKLY	1224.62	1285.84	1350.13	1417.65	1488.52	1562.94	1641.10	1723.16	1809.31	1899.78	
	ANNUAL	31840.02	33431.84	35103.33	36858.85	38701.52	40636.54	42668.70	44802.16	47042.11	49394.18	
City Corp Student Trainee Extra Help		Lower	Upper									
	Hourly	9.35	11									
	BIWEEKLY	748.00	880.00									
	ANNUAL	19448.00	22880.00									
City Council	1102	BIWEEKLY	1701.01									
		ANNUAL	20412.08									
City Engineer	4537	M89	Lower	Upper								
	Hourly	56.4507	92.5434									
	BIWEEKLY	4516.06	7403.47									
	ANNUAL	117417.46	192490.27									
City Librarian	10128	M38	Lower	Upper								
	Hourly	35.1170	58.4394									
	BIWEEKLY	2809.36	4675.15									
	ANNUAL	73043.36	121553.95									
City Manager	1208	E13	Lower	Upper								
	Hourly	137.0193	137.0193									
	BIWEEKLY	10961.54	10961.54									
	ANNUAL	285000.14	285000.14									
City Surveyor	5110	M34	Lower	Upper								
	Hourly	33.6963	56.1663									
	BIWEEKLY	2695.70	4493.30									
	ANNUAL	70088.30	116825.90									
City Treasurer	7305	E03	Lower	Upper								
	Hourly	55.1235	75.7947									
	BIWEEKLY	4409.88	6063.58									
	ANNUAL	114656.88	157652.98									
City Treasurer* (Effective upon commencement of the 2020 Term of Office)	7305	BIWEEKLY	1701.01									
		ANNUAL	20412.08									
Civil Engineer	5132	A98	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	39.0738	41.0275	43.0788	45.2328	47.4945	49.8691	52.3627	54.9807	57.7297	60.6163	
	BIWEEKLY	3125.90	3282.20	3446.30	3618.62	3799.56	3989.53	4189.02	4398.46	4618.38	4849.30	
	ANNUAL	81273.50	85337.20	89603.90	94084.22	98788.56	103727.73	108914.42	114359.86	120077.78	126081.90	
Code Compliance Inspector I	13232	BFO 96	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	25.7157	27.0277	28.4061	29.8555	31.3783	32.9788	34.6612				
	BIWEEKLY	2057.26	2162.22	2272.49	2388.44	2510.26	2638.30	2772.90				
	ANNUAL	53488.66	56217.62	59084.69	62099.44	65266.86	68595.90	72095.30				
Code Compliance Inspector II	13233	BGP 106	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	28.4061	29.8555	31.3783	32.9788	34.6612	36.4291	38.2874				
	BIWEEKLY	2272.49	2388.44	2510.26	2638.30	2772.90	2914.33	3062.99				
	ANNUAL	59084.69	62099.44	65266.86	68595.90	72095.30	75772.53	79637.79				
Code Compliance Manager	13240	M40	Lower	Upper								
	Hourly	35.7924	59.5203									
	BIWEEKLY	2863.39	4761.62									
	ANNUAL	74448.19	123802.22									
Communications & Marketing Manager	2121	M51	Lower	Upper								
	Hourly	38.7443	64.2471									
	BIWEEKLY	3099.54	5139.77									
	ANNUAL	80588.14	133633.97									
Community Affairs Manager	14126	M38	Lower	Upper								
	Hourly	35.1170	58.4394									
	BIWEEKLY	2809.36	4675.15									
	ANNUAL	73043.36	121553.95									
Community Development Director	4520	E09	Lower	Upper								
	Hourly	74.0128	101.7678									
	BIWEEKLY	5921.02	8141.42									
	ANNUAL	153946.62	211677.02									
Community Service Officer	14200	A34	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	19.9049	20.9002	21.9451	23.0424	24.1947	25.4043	26.6745	28.0082	29.4088	30.8792	
	BIWEEKLY	1592.39	1672.02	1755.61	1843.39	1935.58	2032.34	2133.96	2240.66	2352.70	2470.34	
	ANNUAL	41402.19	43472.42	45645.81	47928.19	50324.98	52840.94	55482.96	58257.06	61170.30	64228.74	
Community Services Manager	15124	M29	Lower	Upper								
	Hourly	32.4264	54.1342									
	BIWEEKLY	2594.11	4330.74									
	ANNUAL	67446.91	112599.14									

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Draft/Graph Technician II	5114	A57	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	24.4156	25.6367	26.9185	28.2644	29.6776	31.1615	32.7195	34.3556	36.0734	37.877
		BIWEEKLY	1953.25	2050.94	2153.48	2261.15	2374.21	2492.92	2617.56	2748.45	2885.87	3030.16
		ANNUAL	50784.45	53324.34	55990.48	58789.95	61729.41	64815.92	68056.56	71459.65	75032.67	78784.16
Economic Development Manager	14316	M67	Lower	Upper								
		Hourly	51.2210	77.6074								
		BIWEEKLY	4097.68	6208.59								
		ANNUAL	106539.68	161423.39								
Electrical Inspector	13201	BIO 126.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	34.8343	36.6117	38.4792	40.4416	42.5046	44.6722	46.9507			
		BIWEEKLY	2786.74	2928.94	3078.34	3235.33	3400.37	3573.78	3756.06			
		ANNUAL	72455.34	76152.34	80036.74	84118.53	88409.57	92918.18	97657.46			
Electrician/Instrumentation Tech	19163	BHF 112.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	30.2292	31.7716	33.3918	35.0952	36.8849	38.7667	40.7447			
		BIWEEKLY	2418.34	2541.73	2671.34	2807.62	2950.79	3101.34	3259.58			
		ANNUAL	62876.74	66084.93	69454.94	72998.02	76720.59	80634.74	84748.98			
Emergency Med. Svcs. Coord	14312	M44	Lower	Upper								
		Hourly	36.9014	61.2949								
		BIWEEKLY	2952.11	4903.59								
		ANNUAL	76754.91	127493.39								
Emergency Services Manager	14316	M44	Lower	Upper								
		Hourly	36.9014	61.2949								
		BIWEEKLY	2952.11	4903.59								
		ANNUAL	76754.91	127493.39								
Engineer	5133	A97	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	37.7713	39.66	41.6429	43.7251	45.9115	48.2068	50.6172	53.1481	55.8056	58.5958
		BIWEEKLY	3021.70	3172.80	3331.43	3498.01	3672.92	3856.54	4049.38	4251.85	4464.45	4687.66
		ANNUAL	78564.30	82492.80	86617.23	90948.21	95495.92	100270.14	105283.78	110548.05	116075.65	121879.26
Engineer Technician I	5115	A41	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	21.9742	23.0729	24.2265	25.4378	26.7097	28.0452	29.4474	30.9196	32.4657	34.089
		BIWEEKLY	1757.94	1845.83	1938.12	2035.02	2136.78	2243.62	2355.79	2473.57	2597.26	2727.12
		ANNUAL	45706.34	47991.63	50391.12	52910.62	55556.18	58334.02	61250.59	64312.77	67528.66	70905.12
Engineering Tech II	5120	A57	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	24.4156	25.6367	26.9185	28.2644	29.6776	31.1615	32.7195	34.3556	36.0734	37.8770
		BIWEEKLY	1953.25	2050.94	2153.48	2261.15	2374.21	2492.92	2617.56	2748.45	2885.87	3030.16
		ANNUAL	50784.45	53324.34	55990.48	58789.95	61729.41	64815.92	68056.56	71459.65	75032.67	78784.16
Engineering Technician I/Survey Crew	5516	A41	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	21.9742	23.0729	24.2265	25.4378	26.7097	28.0452	29.4474	30.9196	32.4657	34.089
		BIWEEKLY	1757.94	1845.83	1938.12	2035.02	2136.78	2243.62	2355.79	2473.57	2597.26	2727.12
		ANNUAL	45706.34	47991.63	50391.12	52910.62	55556.18	58334.02	61250.59	64312.77	67528.66	70905.12
Engineering Technician II/Survey Crew	5519	A57	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	24.4156	25.6367	26.9185	28.2644	29.6776	31.1615	32.7195	34.3556	36.0734	37.8770
		BIWEEKLY	1953.25	2050.94	2153.48	2261.15	2374.21	2492.92	2617.56	2748.45	2885.87	3030.16
		ANNUAL	50784.45	53324.34	55990.48	58789.95	61729.41	64815.92	68056.56	71459.65	75032.67	78784.16
Environmental Resources Division Mgr	16121	M87	Lower	Upper								
		Hourly	51.7833	85.1051								
		BIWEEKLY	4142.66	6808.41								
		ANNUAL	107709.26	177018.61								
Environmental Resources/ MRF Manager	16129	M87	Lower	Upper								
		Hourly	51.7833	85.1051								
		BIWEEKLY	4142.66	6808.41								
		ANNUAL	107709.26	177018.61								
Environmental Resources Supervisor	16122	M19	Lower	Upper								
		Hourly	28.7197	48.2037								
		BIWEEKLY	2297.58	3856.30								
		ANNUAL	59736.98	100263.70								
Equipment Operator	17202	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	21.7141	22.8213	23.9857	25.2093	26.4950	27.8464	29.2671			
		BIWEEKLY	1737.13	1825.70	1918.86	2016.74	2119.60	2227.71	2341.37			
		ANNUAL	45165.33	47468.30	49890.26	52435.34	55109.60	57920.51	60875.57			
Event Attendant I	6102	A24	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.7966	18.6866	19.6209	20.602	21.6322	22.7138	23.8494	25.0419	26.294	27.6087
		BIWEEKLY	1423.73	1494.93	1569.67	1648.16	1730.58	1817.10	1907.95	2003.35	2103.52	2208.70
		ANNUAL	37016.93	38868.13	40811.47	42852.16	44994.98	47244.70	49606.75	52087.15	54691.52	57426.10
Event Attendant II	6104	A30	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.0826	20.0367	21.0386	22.0905	23.195	24.3548	25.5725	26.8512	28.1938	29.6034
		BIWEEKLY	1526.61	1602.94	1683.09	1767.24	1855.60	1948.38	2045.80	2148.10	2255.50	2368.27
		ANNUAL	39691.81	41676.34	43760.29	45948.24	48245.60	50657.98	53190.80	55850.50	58643.10	61575.07
Event Attendant III	6108	A36	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	20.1540	21.1618	22.2199	23.3309	24.4975	25.7222	27.0083	28.3588	29.7768	31.2656
		BIWEEKLY	1612.32	1692.94	1777.59	1866.47	1959.80	2057.78	2160.66	2268.70	2382.14	2501.25
		ANNUAL	41920.32	44016.54	46217.39	48528.27	50954.80	53502.18	56177.26	58986.30	61935.74	65032.45

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Event Coordinator	6111	A46	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10			
		Hourly	22.6732	23.807	24.9971	26.2472	27.5595	28.9374	30.3842	31.9035	33.4988	35.1736			
		BIWEEKLY	1813.86	1904.56	1999.77	2099.78	2204.76	2314.99	2430.74	2552.28	2679.90	2813.89			
		ANNUAL	47160.26	49518.56	51993.97	54594.18	57323.76	60189.79	63199.14	66359.28	69677.50	73161.09			
Evidence Technician I	14161	A53	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10			
		Hourly	23.7328	24.9196	26.1655	27.4739	28.8474	30.2899	31.8044	33.3947	35.0644	36.8176			
		BIWEEKLY	1898.62	1993.57	2093.24	2197.91	2307.79	2423.19	2544.35	2671.58	2805.15	2945.41			
		ANNUAL	49364.22	51832.77	54424.24	57145.71	60002.59	63002.99	66153.15	69460.98	72933.95	76580.61			
Evidence Technician II	14163	A68	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10			
		Hourly	26.2848	27.5991	28.9791	30.4280	31.9494	33.5469	35.2242	36.9854	38.8348	40.7765			
		BIWEEKLY	2102.78	2207.93	2318.33	2434.24	2555.95	2683.75	2817.94	2958.83	3106.78	3262.12			
		ANNUAL	54672.38	57406.13	60276.53	63290.24	66454.75	69777.55	73266.34	76929.63	80776.38	84815.12			
Executive Assistant I	11174	C80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
		Hourly	29.4121	30.8827	32.4270	34.0483	35.7506	37.5380	39.4150	41.3859	43.4551	45.6279	47.9093	50.3048	
		BIWEEKLY	2352.97	2470.62	2594.16	2723.87	2860.05	3003.04	3153.20	3310.87	3476.41	3650.23	3832.75	4024.38	
		ANNUAL	61177.09	64236.01	67448.24	70820.51	74361.30	78079.11	81983.27	86082.70	90386.55	94906.10	99651.37	104633.98	
Executive Assistant II	11177	C85	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
		Hourly	30.8827	32.4269	34.0482	35.7506	37.5380	39.4150	41.3858	43.4551	45.6278	47.9092	50.3046	52.8199	
		BIWEEKLY	2470.62	2594.15	2723.86	2860.05	3003.04	3153.20	3310.86	3476.41	3650.23	3832.74	4024.37	4225.59	
		ANNUAL	64236.01	67448.02	70820.29	74361.30	78079.11	81983.27	86082.49	90386.55	94905.88	99651.16	104633.67	109865.39	
Facilities Maint Supervisor	6159	M19	Lower	Upper											
		Hourly	28.7197	48.2037											
		BIWEEKLY	2297.58	3856.30											
		ANNUAL	59736.98	100263.70											
Facilities Maint Worker I	6126	BCE 62	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
		Hourly	18.6097	19.5587	20.5570	21.6053	22.7075	23.8657	25.0829						
		BIWEEKLY	1488.78	1564.70	1644.56	1728.42	1816.60	1909.26	2006.63						
		ANNUAL	38708.18	40682.10	42758.56	44939.02	47231.60	49640.66	52172.43						
Facilities Maint Worker II	6129	BDE 72	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
		Hourly	20.2531	21.2858	22.3719	23.5131	24.7123	25.9730	27.2979						
		BIWEEKLY	1620.25	1702.86	1789.75	1881.05	1976.98	2077.84	2183.83						
		ANNUAL	42126.45	44274.46	46533.55	48907.25	51401.58	54023.84	56779.63						
Financial Analyst I	7126	M14	Lower	Upper											
		Hourly	27.1134	45.6337											
		BIWEEKLY	2169.07	3650.70											
		ANNUAL	56395.87	94918.10											
Financial Analyst II	7129	M22	Lower	Upper											
		Hourly	29.8068	49.9431											
		BIWEEKLY	2384.54	3995.45											
		ANNUAL	61998.14	103881.65											
Financial Analyst III	7132	M29	Lower	Upper											
		Hourly	32.4264	54.1342											
		BIWEEKLY	2594.11	4330.74											
		ANNUAL	67446.91	112599.14											
Financial Services Manager	7204	M62	Lower	Upper											
		Hourly	41.6902	72.1345											
		BIWEEKLY	3335.22	5770.76											
		ANNUAL	86715.62	150039.76											
Fire Captain	14311	FC1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6							
		Hourly	40.9783	43.0681	45.2643	47.5731	49.9992	52.5493							
		BIWEEKLY	3278.26	3445.45	3621.14	3805.85	3999.94	4203.94							
		ANNUAL	85234.86	89581.65	94149.74	98952.05	103998.34	109302.54							
Fire Captain (Shift)	14311	FF2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6							
		Hourly	29.2694	30.7621	32.3311	33.9799	35.7133	37.5347							
		BIWEEKLY	3278.17	3445.36	3621.08	3805.75	3999.89	4203.89							
		ANNUAL	85232.49	89579.24	94148.16	98949.47	103997.13	109301.05							
Fire Chief	14320	E10	Lower	Upper											
		Hourly	78.1864	107.5065											
		BIWEEKLY	6254.91	8600.52											
		ANNUAL	162627.71	223613.52											
Fire Engineer	14305	FB1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6							
		Hourly	35.1965	36.9916	38.8782	40.8606	42.9448	45.1352							
		BIWEEKLY	2815.72	2959.33	3110.26	3268.85	3435.58	3610.82							
		ANNUAL	73208.72	76942.53	80866.66	84990.05	89325.18	93881.22							
Fire Engineer (Shift)	14305	FE2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6							
		Hourly	25.1399	26.4217	27.7694	29.186	30.6747	32.2395							
		BIWEEKLY	2815.67	2959.23	3110.17	3268.83	3435.57	3610.82							
		ANNUAL	73207.39	76939.99	80864.49	84989.63	89324.73	93881.42							
Fire Environmental Specialist I	14303	FA1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6							
		Hourly	30.8862	32.4613	34.1176	35.8577	37.6864	39.6083							
		BIWEEKLY	2470.90	2596.90	2729.41	2868.62	3014.91	3168.66							
		ANNUAL	64243.30	67519.50	70964.61	74584.02	78387.71	82385.26							

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Fire Environmental Specialist II	14304	FB1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6					
			Hourly	35.1965	36.9916	38.8782	40.8606	42.9448	45.1352				
			BIWEEKLY	2815.72	2959.33	3110.26	3268.85	3435.58	3610.82				
			ANNUAL	73208.72	76942.53	80866.66	84990.05	89325.18	93881.22				
Fire Inspector/Investigator	14308	FB1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6					
			Hourly	35.1965	36.9916	38.8782	40.8606	42.9448	45.1352				
			BIWEEKLY	2815.72	2959.33	3110.26	3268.85	3435.58	3610.82				
			ANNUAL	73208.72	76942.53	80866.66	84990.05	89325.18	93881.22				
Fire Inspector/Investigator (Shift)	14308	FE2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6					
			Hourly	25.1399	26.4217	27.7694	29.186	30.6747	32.2395				
			BIWEEKLY	2815.67	2959.23	3110.17	3268.83	3435.57	3610.82				
			ANNUAL	73207.39	76939.99	80864.49	84989.63	89324.73	93881.42				
Fire Inspector I (non-sworn)	14306	BFO 96	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7				
			Hourly	25.7157	27.0277	28.4061	29.8555	31.3783	32.9788	34.6612			
			BIWEEKLY	2057.26	2162.22	2272.49	2388.44	2510.26	2638.30	2772.90			
			ANNUAL	53488.66	56217.62	59084.69	62099.44	65266.86	68595.90	72095.30			
Fire Inspector II (non-sworn)	14307	BGP 106	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7				
			Hourly	28.4061	29.8555	31.3783	32.9788	34.6612	36.4291	38.2874			
			BIWEEKLY	2272.49	2388.44	2510.26	2638.30	2772.90	2914.33	3062.99			
			ANNUAL	59084.69	62099.44	65266.86	68595.90	72095.30	75772.53	79637.79			
Firefighter (Shift)	14302	FD2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6					
			Hourly	22.0617	23.1866	24.3694	25.613	26.9195	28.2918				
			BIWEEKLY	2470.91	2596.90	2729.37	2868.66	3014.98	3168.68				
			ANNUAL	64243.67	67519.38	70963.69	74585.06	78389.58	82385.72				
Firefighter Trainee & Firefighter Trainee Limited Term	14300 14301	Hourly BIWEEKLY ANNUAL	Step 1										
			24.9865 1998.92 51971.92										
Fleet Services Maint Worker	17205	BCC 61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7				
			Hourly	18.4254	19.3653	20.3534	21.3913	22.4827	23.6295	24.8348			
			BIWEEKLY	1474.03	1549.22	1628.27	1711.30	1798.62	1890.36	1986.78			
			ANNUAL	38324.83	40279.82	42335.07	44493.90	46764.02	49149.36	51656.38			
Fleet Services Manager	17219	M44	Lower	Upper									
			Hourly	36.9014	61.2949								
			BIWEEKLY	2952.11	4903.59								
			ANNUAL	76754.91	127493.39								
Fleet Service Mechanic I	17207	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7				
			Hourly	26.4950	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114			
			BIWEEKLY	2119.60	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91			
			ANNUAL	55109.60	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71			
Fleet Services Mechanic II	17209	BGJ 104	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7				
			Hourly	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114	37.5329			
			BIWEEKLY	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91	3002.63			
			ANNUAL	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71	78068.43			
Fleet Services Mechanic Supervisor	17212	M16	Lower	Upper									
			Hourly	27.5444	47.5093								
			BIWEEKLY	2203.55	3800.74								
			ANNUAL	57292.35	98819.34								
Fleet Services Operations Manager	17215	M19	Lower	Upper									
			Hourly	28.7197	48.2037								
			BIWEEKLY	2297.58	3856.30								
			ANNUAL	59736.98	100263.70								
Geograph Info Systems Tech I	5117	A50	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
			Hourly	23.1952	24.3549	25.5727	26.8513	28.1939	29.6036	31.0838	32.6379	34.2699	35.9834
			BIWEEKLY	1855.61	1948.39	2045.82	2148.11	2255.51	2368.29	2486.70	2611.03	2741.59	2878.67
			ANNUAL	48245.99	50658.24	53191.26	55850.74	58643.22	61575.47	64654.23	67886.90	71281.29	74845.42
Geograph Info Systems Tech II	5118	A70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
			Hourly	26.4522	27.7747	29.1634	30.6215	32.1525	33.7602	35.4481	37.2207	39.0817	41.0358
			BIWEEKLY	2116.18	2221.98	2333.07	2449.72	2572.20	2700.82	2835.85	2977.66	3126.54	3282.86
			ANNUAL	55020.58	57771.38	60659.87	63692.72	66877.20	70221.22	73732.05	77419.06	81289.94	85354.46
Geograph Info Systems Tech III	1528	A78	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
			Hourly	27.7194	29.1055	30.5607	32.0887	33.6932	35.3779	37.1469	39.0041	40.9543	43.0020
			BIWEEKLY	2217.55	2328.44	2444.86	2567.10	2695.46	2830.23	2971.75	3120.33	3276.34	3440.16
			ANNUAL	57656.35	60539.44	63566.26	66744.50	70081.86	73586.03	77265.55	81128.53	85184.94	89444.16
Graffiti Action Coordinator	15201	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7				
			Hourly	26.4950	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114			
			BIWEEKLY	2119.60	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91			
			ANNUAL	55109.60	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71			
Grants Coordinator	7134	M36	Lower	Upper									
			Hourly	34.3867	57.2708								
			BIWEEKLY	2750.94	4581.66								
			ANNUAL	71524.34	119123.26								

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Grants Specialist I	7124	A63	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	25.2526	26.5155	27.8411	29.2332	30.6948	32.2297	33.8412	35.5332	37.3098	39.1752
		BIWEEKLY	2020.21	2121.24	2227.29	2338.66	2455.58	2578.38	2707.30	2842.66	2984.78	3134.02
		ANNUAL	52525.41	55152.24	57909.49	60805.06	63845.18	67037.78	70389.70	73909.06	77604.38	81484.42
Grants Specialist II	7125	A80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	28.0587	29.4615	30.9347	32.4814	34.1055	35.8108	37.6013	39.4815	41.4554	43.5283
		BIWEEKLY	2244.70	2356.92	2474.78	2598.51	2728.44	2864.86	3008.10	3158.52	3316.43	3482.26
		ANNUAL	58362.10	61279.92	64344.18	67561.31	70939.44	74486.46	78210.70	82121.52	86227.23	90538.86
Groundsworker I	15202	BCA 60	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	18.2433	19.1738	20.1520	21.1795	22.2601	23.3958	24.5888			
		BIWEEKLY	1459.46	1533.90	1612.16	1694.36	1780.81	1871.66	1967.10			
		ANNUAL	37946.06	39881.50	41916.16	44053.36	46301.01	48663.26	51144.70			
Groundsworker II	15205	BDA 70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	19.8542	20.8668	21.9311	23.0497	24.2256	25.4615	26.7600			
		BIWEEKLY	1588.34	1669.34	1754.49	1843.98	1938.05	2036.92	2140.80			
		ANNUAL	41296.74	43402.94	45616.69	47943.38	50389.25	52959.92	55660.80			
Health, Safety & Training Officer	19177	M26	Lower	Upper								
		Hourly	31.4788	52.6187								
		BIWEEKLY	2518.30	4209.50								
		ANNUAL	65475.90	109446.90								
Homeless Assistance Prog Coord	9150	M29	Lower	Upper								
		Hourly	32.4264	54.1342								
		BIWEEKLY	2594.11	4330.74								
		ANNUAL	67446.91	112599.14								
Housing Contract Admin	9112	A61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	25.1926	26.4523	27.7748	29.1637	30.6217	32.1529	33.7606	35.4486	37.2211	39.0821
		BIWEEKLY	2015.41	2116.18	2221.98	2333.10	2449.74	2572.23	2700.85	2835.89	2977.69	3126.57
		ANNUAL	52400.61	55020.78	57771.58	60660.50	63693.14	66878.03	70222.05	73733.09	77419.89	81290.77
Housing Director	9211	E09	Lower	Upper								
		Hourly	74.0128	101.7678								
		BIWEEKLY	5921.02	8141.42								
		ANNUAL	153946.62	211677.02								
Housing Engineer	5127	A89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	31.8681	33.4614	35.1344	36.891	38.7357	40.6724	42.7061	44.8414	47.0835	49.4374
		BIWEEKLY	2549.45	2676.91	2810.75	2951.28	3098.86	3253.79	3416.49	3587.31	3766.68	3954.99
		ANNUAL	66285.65	69599.71	73079.55	76733.28	80570.26	84598.59	88828.69	93270.11	97933.68	102829.79
Housing Financial Officer	9159	M48	Lower	Upper								
		Hourly	37.9013	62.8938								
		BIWEEKLY	3032.10	5031.50								
		ANNUAL	78834.70	130819.10								
Housing Inspector	9114	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	21.7141	22.8213	23.9857	25.2093	26.4950	27.8464	29.2671			
		BIWEEKLY	1737.13	1825.70	1918.86	2016.74	2119.60	2227.71	2341.37			
		ANNUAL	45165.33	47468.30	49890.26	52435.34	55109.60	57920.51	60875.57			
Housing Maint. Superintendent	9123	M38	Lower	Upper								
		Hourly	35.1170	58.4394								
		BIWEEKLY	2809.36	4675.15								
		ANNUAL	73043.36	121553.95								
Housing Maintenance Supervisor	9121	M14	Lower	Upper								
		Hourly	27.1134	45.6337								
		BIWEEKLY	2169.07	3650.70								
		ANNUAL	56395.87	94918.10								
Housing Modernization Super.	9118	M38	Lower	Upper								
		Hourly	35.1170	58.4394								
		BIWEEKLY	2809.36	4675.15								
		ANNUAL	73043.36	121553.95								
Housing Program Supervisor	9132	M29	Lower	Upper								
		Hourly	32.4264	54.1342								
		BIWEEKLY	2594.11	4330.74								
		ANNUAL	67446.91	112599.14								
Housing Programs Manager	9208	M51	Lower	Upper								
		Hourly	38.7443	64.2471								
		BIWEEKLY	3099.54	5139.77								
		ANNUAL	80588.14	133633.97								
Housing Rehab. Prog Manager	9202	M38	Lower	Upper								
		Hourly	35.1170	58.4394								
		BIWEEKLY	2809.36	4471.90								
		ANNUAL	73043.36	116269.50								
Housing Specialist I	9105	A44	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	22.3796	23.4987	24.6736	25.9073	27.2027	28.5628	29.9911	31.4905	33.0651	34.7185
		BIWEEKLY	1790.37	1879.90	1973.89	2072.58	2176.22	2285.02	2399.29	2519.24	2645.21	2777.48
		ANNUAL	46549.57	48877.30	51321.09	53887.18	56581.62	59410.62	62381.49	65500.24	68775.41	72214.48

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Housing Specialist II	9108	A59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	24.8666	26.1099	27.4154	28.7861	30.2255	31.7367	33.3235	34.9898	36.7392	38.5762		
		BIWEEKLY	1989.33	2088.79	2193.23	2302.89	2418.04	2538.94	2665.88	2799.18	2939.14	3086.10		
		ANNUAL	51722.53	54308.59	57024.03	59875.09	62869.04	66012.34	69312.88	72778.78	76417.54	80238.50		
Housing Specialist Trainee	9102	A33	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	19.8933	20.8879	21.9324	23.0287	24.1803	25.3895	26.6589	27.9918	29.3913	30.861		
		BIWEEKLY	1591.46	1671.03	1754.59	1842.30	1934.42	2031.16	2132.71	2239.34	2351.30	2468.88		
		ANNUAL	41378.06	43446.83	45619.39	47899.70	50295.02	52810.16	55450.51	58222.94	61133.90	64190.88		
Human Resources Analyst I	12105	M14	Lower	Upper										
		Hourly	27.1134	45.6337										
		BIWEEKLY	2169.07	3650.70										
		ANNUAL	56395.87	94918.10										
Human Resources Analyst II	12107	M22	Lower	Upper										
		Hourly	29.8068	49.9431										
		BIWEEKLY	2384.54	3995.45										
		ANNUAL	61998.14	103881.65										
Human Resources Director	12120	E08	Lower	Upper										
		Hourly	70.5239	96.9705										
		BIWEEKLY	5641.91	7757.64										
		ANNUAL	146689.71	201698.64										
Human Resources Manager	12118	M62	Lower	Upper										
		Hourly	41.6902	72.1345										
		BIWEEKLY	3335.22	5770.76										
		ANNUAL	86715.62	150039.76										
Human Resources Technician	12102	C70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	26.7384	28.0752	29.4791	30.9531	32.5007	34.1257	35.8320	37.6234	39.5048	41.4801	43.5542	45.7316
		BIWEEKLY	2139.07	2246.02	2358.33	2476.24	2600.06	2730.05	2866.56	3009.88	3160.39	3318.41	3484.33	3658.53
		ANNUAL	55615.93	58396.51	61316.48	64382.36	67601.54	70981.42	74530.48	78256.77	82170.06	86278.63	90592.69	95121.82
HVAC Technician	6150	BES 89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	23.9857	25.2093	26.4950	27.8464	29.2671	30.7597	32.3291					
		BIWEEKLY	1918.86	2016.74	2119.60	2227.71	2341.37	2460.78	2586.33					
		ANNUAL	49890.26	52435.34	55109.60	57920.51	60875.57	63980.18	67244.53					
Information Technology Director	3102	E06	Lower	Upper										
		Hourly	63.2050	86.9068										
		BIWEEKLY	5056.40	6952.54										
		ANNUAL	131466.40	180766.14										
Instrumentation Technician	19162	BHF 112.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	30.2292	31.7716	33.3918	35.0952	36.8849	38.7667	40.7447					
		BIWEEKLY	2418.34	2541.73	2671.34	2807.62	2950.79	3101.34	3259.58					
		ANNUAL	62876.74	66084.93	69454.94	72998.02	76720.59	80634.74	84748.98					
Intern - Extra Help	31516		Lower	Upper										
		Hourly	15	30										
		BIWEEKLY	1200.00	2400.00										
		ANNUAL	31200.00	62400.00										
Junior Civil Engineer	5126	A89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	31.8681	33.4614	35.1344	36.891	38.7357	40.6724	42.7061	44.8414	47.0835	49.4374		
		BIWEEKLY	2549.45	2676.91	2810.75	2951.28	3098.86	3253.79	3416.49	3587.31	3766.68	3954.99		
		ANNUAL	66285.65	69599.71	73079.55	76733.28	80570.26	84598.59	88828.69	93270.11	97933.68	102829.79		
Junior Plan Check Engineer	13245	A89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	31.8681	33.4614	35.1344	36.891	38.7357	40.6724	42.7061	44.8414	47.0835	49.4374		
		BIWEEKLY	2549.45	2676.91	2810.75	2951.28	3098.86	3253.79	3416.49	3587.31	3766.68	3954.99		
		ANNUAL	66285.65	69599.71	73079.55	76733.28	80570.26	84598.59	88828.69	93270.11	97933.68	102829.79		
Laboratory Assistant	20128	A40	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	21.9559	23.0537	24.2064	25.4168	26.6875	28.0221	29.423	30.8942	32.439	34.0609		
		BIWEEKLY	1756.47	1844.30	1936.51	2033.34	2135.00	2241.77	2353.84	2471.54	2595.12	2724.87		
		ANNUAL	45668.27	47951.70	50349.31	52866.94	55510.00	58285.97	61199.84	64259.94	67473.12	70846.67		
Laboratory Supervisor	20127	M26	Lower	Upper										
		Hourly	31.4788	52.6187										
		BIWEEKLY	2518.30	4209.50										
		ANNUAL	65475.90	109446.90										
Laboratory Technician	20129	A56	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	24.3800	25.5990	26.8789	28.2230	29.6340	31.1156	32.6715	34.3050	36.0202	37.8213		
		BIWEEKLY	1950.40	2047.92	2150.31	2257.84	2370.72	2489.25	2613.72	2744.40	2881.62	3025.70		
		ANNUAL	50710.40	53245.92	55908.11	58703.84	61638.72	64720.45	67956.72	71354.40	74922.02	78668.30		
Landscape Inspector I	15221	BDA 70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	19.8542	20.8668	21.9311	23.0497	24.2256	25.4615	26.7600					
		BIWEEKLY	1588.34	1669.34	1754.49	1843.98	1938.05	2036.92	2140.80					
		ANNUAL	41296.74	43402.94	45616.69	47943.38	50389.25	52959.92	55660.80					
Landscape Inspector II	15522	BEA 80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	21.9311	23.0497	24.2256	25.4615	26.7600	28.1249	29.5595					
		BIWEEKLY	1754.49	1843.98	1938.05	2036.92	2140.80	2249.99	2364.76					
		ANNUAL	45616.69	47943.38	50389.25	52959.92	55660.80	58499.79	61483.76					

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Maintenance Worker	6119	BDA 70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
Housing Authority		Hourly	19.8542	20.8668	21.9311	23.0497	24.2256	25.4615	26.7600			
		BIWEEKLY	1588.34	1669.34	1754.49	1843.98	1938.05	2036.92	2140.80			
		ANNUAL	41296.74	43402.94	45616.69	47943.38	50389.25	52959.92	55660.80			
Maintenance Worker Trainee	6123	BAK 45	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	15.4816	16.2711	17.1012	17.9736	18.8905	19.8542	20.8668			
		BIWEEKLY	1238.53	1301.69	1368.10	1437.89	1511.24	1588.34	1669.34			
		ANNUAL	32201.73	33843.89	35570.50	37385.09	39292.24	41296.74	43402.94			
Management Accountant/Auditor	7136	M29	Lower	Upper								
		Hourly	32.4264	54.1342								
		BIWEEKLY	2594.11	4330.74								
		ANNUAL	67446.91	112599.14								
Management Analyst I	1544	M14	Lower	Upper								
		Hourly	27.1134	45.6337								
		BIWEEKLY	2169.07	3650.70								
		ANNUAL	56395.87	94918.10								
Management Analyst II	1547	M22	Lower	Upper								
		Hourly	29.8068	49.9431								
		BIWEEKLY	2384.54	3995.45								
		ANNUAL	61998.14	103881.65								
Management Analyst III	1550	M29	Lower	Upper								
		Hourly	32.4264	54.1342								
		BIWEEKLY	2594.11	4330.74								
		ANNUAL	67446.91	112599.14								
Mayor												
		BIWEEKLY	1701.01									
		ANNUAL	20412.08									
Media & Community Rel Manager	2126	M67	Lower	Upper								
		Hourly	51.2210	77.6074								
		BIWEEKLY	4097.68	6208.59								
		ANNUAL	106539.68	161423.39								
Meter Reader	20117	BDA 70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	19.8542	20.8668	21.9311	23.0497	24.2256	25.4615	26.7600			
		BIWEEKLY	1588.34	1669.34	1754.49	1843.98	1938.05	2036.92	2140.80			
		ANNUAL	41296.74	43402.94	45616.69	47943.38	50389.25	52959.92	55660.80			
Meter Repair Worker	20120	BDK 75	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	20.8668	21.9311	23.0497	24.2256	25.4615	26.7600	28.1249			
		BIWEEKLY	1669.34	1754.49	1843.98	1938.05	2036.92	2140.80	2249.99			
		ANNUAL	43402.94	45616.69	47943.38	50389.25	52959.92	55660.80	58499.79			
Missing Persons Specialist	14122	A34	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.9049	20.9002	21.9451	23.0424	24.1947	25.4043	26.6745	28.0082	29.4088	30.8792
		BIWEEKLY	1592.39	1672.02	1755.61	1843.39	1935.58	2032.34	2133.96	2240.66	2352.70	2470.34
		ANNUAL	41402.19	43472.42	45645.81	47928.19	50324.98	52840.94	55482.96	58257.06	61170.30	64228.74
MRF Dispatcher	20152	BDI 74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	20.6599	21.7141	22.8213	23.9857	25.2093	26.4950	27.8464			
		BIWEEKLY	1652.79	1737.13	1825.70	1918.86	2016.74	2119.60	2227.71			
		ANNUAL	42972.59	45165.33	47468.30	49890.26	52435.34	55109.60	57920.51			
MRF Machinery Operator	20150	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	21.7141	22.8213	23.9857	25.2093	26.4950	27.8464	29.2671			
		BIWEEKLY	1737.13	1825.70	1918.86	2016.74	2119.60	2227.71	2341.37			
		ANNUAL	45165.33	47468.30	49890.26	52435.34	55109.60	57920.51	60875.57			
MRF Manager	16126	M36	Lower	Upper								
		Hourly	34.3867	57.2708								
		BIWEEKLY	2750.94	4581.66								
		ANNUAL	71524.34	119123.26								
MRF Mechanic	20149	BES 89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	23.9857	25.2093	26.4950	27.8464	29.2671	30.7597	32.3291			
		BIWEEKLY	1918.86	2016.74	2119.60	2227.71	2341.37	2460.78	2586.33			
		ANNUAL	49890.26	52435.34	55109.60	57920.51	60875.57	63980.18	67244.53			
Network Services Coordinator	2110	M14	Lower	Upper								
		Hourly	27.1134	45.6337								
		BIWEEKLY	2169.07	3650.70								
		ANNUAL	56395.87	94918.10								
Office Assistant I	11117	A10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	13.7726	14.4613	15.1843	15.9435	16.7407	17.5778	18.4567	19.3795	20.3484	21.366
		BIWEEKLY	1101.81	1156.90	1214.74	1275.48	1339.26	1406.22	1476.54	1550.36	1627.87	1709.28
		ANNUAL	28647.01	30079.50	31583.34	33162.48	34820.66	36561.82	38389.94	40309.36	42324.67	44441.28
Office Assistant II	11120	A15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	15.4321	16.2037	17.0138	17.8646	18.7579	19.6959	20.6805	21.7146	22.8001	23.9403
		BIWEEKLY	1234.57	1296.30	1361.10	1429.17	1500.63	1575.67	1654.44	1737.17	1824.01	1915.22
		ANNUAL	32098.77	33703.70	35388.70	37158.37	39016.43	40967.47	43015.44	45166.37	47424.21	49795.82
Operations Manager	20141	M32	Lower	Upper								
		Hourly	33.0358	55.1096								
		BIWEEKLY	2642.86	4408.77								
		ANNUAL	68714.46	114627.97								

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Outreach/Education Specialist	16124	A61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	25.1926	26.4523	27.7748	29.1637	30.6217	32.1529	33.7606	35.4486	37.2211	39.0821		
		BIWEEKLY	2015.41	2116.18	2221.98	2333.10	2449.74	2572.23	2700.85	2835.89	2977.69	3126.57		
		ANNUAL	52400.61	55020.78	57771.58	60660.50	63693.14	66878.03	70222.05	73733.09	77419.89	81290.77		
Paralegal	1304	C75	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	27.3358	28.7026	30.1377	31.6448	33.2269	34.8881	36.6327	38.4643	40.3876	42.4069	44.5271	46.7535
		BIWEEKLY	2186.86	2296.21	2411.02	2531.58	2658.15	2791.05	2930.61	3077.14	3231.01	3392.55	3562.17	3740.28
		ANNUAL	56858.46	59701.45	62686.42	65821.18	69111.97	72567.31	76195.96	80005.75	84006.21	88206.36	92616.37	97247.28
Parks Maintenance Supervisor	15223	M14	Lower	Upper										
		Hourly	27.1134	45.6337										
		BIWEEKLY	2169.07	3650.70										
		ANNUAL	56395.87	94918.10										
Parks Manager	15230	M44	Lower	Upper										
		Hourly	36.9014	61.2949										
		BIWEEKLY	2952.11	4903.59										
		ANNUAL	76754.91	127493.39										
Payroll Technician	12100	C67	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	23.3799	24.5488	25.7763	27.0652	28.4184	29.8393	31.3312	32.8979	34.5428	36.2699	38.0834	39.9877
		BIWEEKLY	1870.39	1963.91	2062.10	2165.22	2273.47	2387.14	2506.50	2631.83	2763.43	2901.59	3046.68	3199.02
		ANNUAL	48630.24	51061.58	53614.71	56295.62	59110.19	62065.74	65168.89	68427.65	71849.06	75441.39	79213.56	83174.42
Permit Coordinator	5108	M29	Lower	Upper										
		Hourly	32.4264	54.1342										
		BIWEEKLY	2594.11	4330.74										
		ANNUAL	67446.91	112599.14										
Permit Technician	5107	A55	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	24.3108	25.5263	26.8025	28.1426	29.5498	31.027	32.5785	34.2074	35.9178	37.7136		
		BIWEEKLY	1944.86	2042.10	2144.20	2251.41	2363.98	2482.16	2606.50	2736.59	2873.42	3017.09		
		ANNUAL	50566.46	53094.70	55749.20	58536.61	61463.58	64536.16	67763.28	71151.39	74709.02	78444.29		
Plan Check Engineer	13246	A97	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	37.7713	39.66	41.6429	43.7251	45.9115	48.2068	50.6172	53.1481	55.8056	58.5958		
		BIWEEKLY	3021.70	3172.80	3331.43	3498.01	3672.92	3856.54	4049.38	4251.85	4464.45	4687.66		
		ANNUAL	78564.30	82492.80	86617.23	90948.21	95495.92	100270.14	105283.78	110548.05	116075.65	121879.26		
Planning & Environ Svcs Mngr	13119	M81	Lower	Upper										
		Hourly	47.0606	77.5490										
		BIWEEKLY	3764.85	6203.92										
		ANNUAL	97886.05	161301.92										
Planning & Sustainability Manager	11318	M81	Lower	Upper										
		Hourly	47.0606	77.5490										
		BIWEEKLY	3764.85	6203.92										
		ANNUAL	97886.05	161301.92										
Planning Technician	13103	A52	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	23.3893	24.5586	25.7867	27.0759	28.4297	29.8513	31.3437	32.9111	34.5565	36.2843		
		BIWEEKLY	1871.14	1964.69	2062.94	2166.07	2274.38	2388.10	2507.50	2632.89	2764.52	2902.74		
		ANNUAL	48649.74	51081.89	53636.34	56317.87	59133.78	62090.70	65194.90	68455.09	71877.52	75471.34		
Plans Examiner I	5124	A66	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	25.7409	27.0279	28.3794	29.7984	31.2881	32.8526	34.4954	36.2200	38.0310	39.9327		
		BIWEEKLY	2059.27	2162.23	2270.35	2383.87	2503.05	2628.21	2759.63	2897.60	3042.48	3194.62		
		ANNUAL	53541.07	56218.03	59029.15	61980.67	65079.25	68333.41	71750.43	75337.60	79104.48	83060.02		
Plans Examiner II	5121	A81	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	28.6010	30.0311	31.5326	33.1093	34.7647	36.5030	38.3282	40.2446	42.2568	44.3697		
		BIWEEKLY	2288.08	2402.49	2522.61	2648.74	2781.18	2920.24	3066.26	3219.57	3380.54	3549.58		
		ANNUAL	59490.08	62464.69	65587.81	68867.34	72310.58	75926.24	79722.66	83708.77	87894.14	92288.98		
Police Call Taker	14109	A19	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	16.5936	17.4234	18.2945	19.2092	20.1697	21.1781	22.2371	23.3489	24.5164	25.7422		
		BIWEEKLY	1327.49	1393.87	1463.56	1536.74	1613.58	1694.25	1778.97	1867.91	1961.31	2059.38		
		ANNUAL	34514.69	36240.67	38052.56	39955.14	41952.98	44050.45	46253.17	48565.71	50994.11	53543.78		
Police Chief	14230	E11	Lower	Upper										
		Hourly	91.0545	125.2001										
		BIWEEKLY	7284.36	10016.01										
		ANNUAL	189393.36	260416.21										
Police Commander	14227	PS5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8				
		Hourly	60.5273	63.615	66.8597	70.2703	73.8549	77.6215	81.5027	85.5782				
		BIWEEKLY	4842.18	5089.20	5348.78	5621.62	5908.39	6209.72	6520.22	6846.26				
		ANNUAL	125896.78	132319.20	139068.18	146162.22	153618.19	161452.72	169525.62	178002.66				
Police Financial/Grants Mngr	14110	M62	Lower	Upper										
		Hourly	41.6902	72.1345										
		BIWEEKLY	3335.22	5770.76										
		ANNUAL	86715.62	150039.76										
Police Officer I	14214	P91	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
		Hourly	34.9343	36.7162	38.5891	40.5577	42.6264	44.8011						
		BIWEEKLY	2794.74	2937.30	3087.13	3244.62	3410.11	3584.09						
		ANNUAL	72663.34	76369.70	80265.33	84360.02	88662.91	93186.29						

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Police Officer II	14217	P91	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	34.9343	36.7162	38.5891	40.5577	42.6264	44.8011				
		BIWEEKLY	2794.74	2937.30	3087.13	3244.62	3410.11	3584.09				
		ANNUAL	72663.34	76369.70	80265.33	84360.02	88662.91	93186.29				
Police Officer III	14220	P99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	38.5906	40.5577	42.6264	44.8011	47.0861	49.4878				
		BIWEEKLY	3087.25	3244.62	3410.11	3584.09	3766.89	3959.02				
		ANNUAL	80268.45	84360.02	88662.91	93186.29	97939.09	102934.62				
Police Records Manager	14115	M40	Lower	Upper								
		Hourly	35.7924	59.5203								
		BIWEEKLY	2863.39	4761.62								
		ANNUAL	74448.19	123802.22								
Police Records Supervisor	14117	M11	Lower	Upper								
		Hourly	26.3586	44.4254								
		BIWEEKLY	2108.69	3554.03								
		ANNUAL	54825.89	92404.83								
Police Records Technician I	14108	A11	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	14.4782	15.2021	15.9622	16.7602	17.5984	18.4784	19.4023	20.3724	21.3908	22.4604
		BIWEEKLY	1158.26	1216.17	1276.98	1340.82	1407.87	1478.27	1552.18	1629.79	1711.26	1796.83
		ANNUAL	30114.66	31620.37	33201.38	34861.22	36604.67	38435.07	40356.78	42374.59	44492.86	46717.63
Police Records Technician II	14111	A17	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	16.1375	16.9444	17.7914	18.6812	19.6152	20.5959	21.6256	22.7069	23.8424	25.0344
		BIWEEKLY	1291.00	1355.55	1423.31	1494.50	1569.22	1647.67	1730.05	1816.55	1907.39	2002.75
		ANNUAL	33566.00	35244.35	37006.11	38856.90	40799.62	42839.47	44981.25	47230.35	49592.19	52071.55
Police Records Technician III	14114	A24	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.7966	18.6866	19.6209	20.602	21.6322	22.7138	23.8494	25.0419	26.294	27.6087
		BIWEEKLY	1423.73	1494.93	1569.67	1648.16	1730.58	1817.10	1907.95	2003.35	2103.52	2208.70
		ANNUAL	37016.93	38868.13	40811.47	42852.16	44994.98	47244.70	49606.75	52087.15	54691.52	57426.10
Police Sergeant	14223	P06	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
		Hourly	40.5577	42.6264	44.8011	47.0861	49.4882	52.0127	54.6654	57.4544		
		BIWEEKLY	3244.62	3410.11	3584.09	3766.89	3959.06	4161.02	4373.23	4596.35		
		ANNUAL	84360.02	88662.91	93186.29	97939.09	102935.46	108186.42	113704.03	119505.15		
Police Service Officer	14202	P72	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	30.3134	31.8594	33.4845	35.1926	36.9877	38.8746				
		BIWEEKLY	2425.07	2548.75	2678.76	2815.41	2959.02	3109.97				
		ANNUAL	63051.87	66267.55	69647.76	73200.61	76934.42	80859.17				
Police Word Processor I	14170	A23	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.4234	18.2945	19.2092	20.1697	21.1781	22.2371	23.3489	24.5164	25.7422	27.0292
		BIWEEKLY	1393.87	1463.56	1536.74	1613.58	1694.25	1778.97	1867.91	1961.31	2059.38	2162.34
		ANNUAL	36240.67	38052.56	39955.14	41952.98	44050.45	46253.17	48565.71	50994.11	53543.78	56220.74
Police Word Processor II	14171	A30	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.0826	20.0367	21.0386	22.0905	23.195	24.3548	25.5725	26.8512	28.1938	29.6034
		BIWEEKLY	1526.61	1602.94	1683.09	1767.24	1855.60	1948.38	2045.80	2148.10	2255.50	2368.27
		ANNUAL	39691.81	41676.34	43760.29	45948.24	48245.60	50657.98	53190.80	55850.50	58643.10	61575.07
Police Word Processor III	14172	A38	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	20.7420	21.7793	22.8681	24.0114	25.2121	26.4727	27.7963	29.1861	30.6456	32.1778
		BIWEEKLY	1659.36	1742.34	1829.45	1920.91	2016.97	2117.82	2223.70	2334.89	2451.65	2574.22
		ANNUAL	43143.36	45300.94	47565.65	49943.71	52441.17	55063.22	57816.30	60707.09	63742.85	66929.82
Power Production Operator II	19138	BFM 95.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	25.5248	26.8270	28.1956	29.6334	31.1452	32.7336	34.4036			
		BIWEEKLY	2041.98	2146.16	2255.65	2370.67	2491.62	2618.69	2752.29			
		ANNUAL	53091.58	55800.16	58646.85	61637.47	64782.02	68085.89	71559.49			
Principal HR Analyst	12114	M48	Lower	Upper								
		Hourly	37.9013	62.8938								
		BIWEEKLY	3032.10	5031.50								
		ANNUAL	78834.70	130819.10								
Principal Planner	13114	M44	Lower	Upper								
		Hourly	36.9014	61.2949								
		BIWEEKLY	2952.11	4903.59								
		ANNUAL	76754.91	127493.39								
Programmer Analyst	3115	A86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	30.9383	32.4852	34.1094	35.8148	37.6055	39.4859	41.4601	43.5331	45.7097	47.9952
		BIWEEKLY	2475.06	2598.82	2728.75	2865.18	3008.44	3158.87	3316.81	3482.65	3656.78	3839.62
		ANNUAL	64351.66	67569.22	70947.55	74494.78	78219.44	82130.67	86237.01	90548.85	95076.18	99830.02
Project Manager	13230	M40	Lower	Upper								
		Hourly	35.7924	59.5203								
		BIWEEKLY	2863.39	4761.62								
		ANNUAL	74448.19	123802.22								
Property & Evidence Custodian	14201	A68	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	26.2848	27.5991	28.9791	30.4280	31.9494	33.5469	35.2242	36.9854	38.8348	40.7765
		BIWEEKLY	2102.78	2207.93	2318.33	2434.24	2555.95	2683.75	2817.94	2958.83	3106.78	3262.12
		ANNUAL	54672.38	57406.13	60276.53	63290.24	66454.75	69777.55	73266.34	76929.63	80776.38	84815.12

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Property & Evidence Technician I	14203	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	15.3077	16.073	16.8766	17.7206	18.6065	19.5368	20.5138	21.5395	22.6164	23.7472
		BIWEEKLY	1224.62	1285.84	1350.13	1417.65	1488.52	1562.94	1641.10	1723.16	1809.31	1899.78
		ANNUAL	31840.02	33431.84	35103.33	36858.85	38701.52	40636.54	42668.70	44802.16	47042.11	49394.18
Property & Evidence Technician II	14204	A20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	16.9672	17.8156	18.7063	19.6418	20.6238	21.6551	22.7378	23.8746	25.0684	26.3218
		BIWEEKLY	1357.38	1425.25	1496.50	1571.34	1649.90	1732.41	1819.02	1909.97	2005.47	2105.74
		ANNUAL	35291.78	37056.45	38909.10	40854.94	42897.50	45042.61	47294.62	49659.17	52142.27	54749.34
Public Information Assistant	2120	A24	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.7966	18.6866	19.6209	20.602	21.6322	22.7138	23.8494	25.0419	26.294	27.6087
		BIWEEKLY	1423.73	1494.93	1569.67	1648.16	1730.58	1817.10	1907.95	2003.35	2103.52	2208.70
		ANNUAL	37016.93	38868.13	40811.47	42852.16	44994.98	47244.70	49606.75	52087.15	54691.52	57426.10
Public Safety Comm Manager	14748	M66	Lower	Upper								
		Hourly	42.8461	70.8057								
		BIWEEKLY	3427.69	5664.46								
		ANNUAL	89119.89	147275.86								
Public Safety Dispatcher I	14138	P49	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	24.6407	25.8976	27.2188	28.6069	30.0664	31.6004				
		BIWEEKLY	1971.26	2071.81	2177.50	2288.55	2405.31	2528.03				
		ANNUAL	51252.66	53867.01	56615.10	59502.35	62538.11	65728.83				
Public Safety Dispatcher II	14141	P59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	27.2188	28.6069	30.0664	31.6004	33.2124	34.906				
		BIWEEKLY	2177.50	2288.55	2405.31	2528.03	2656.99	2792.48				
		ANNUAL	56615.10	59502.35	62538.11	65728.83	69081.79	72604.48				
Public Safety Dispatcher III	14144	P76	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	31.7701	33.3909	35.0944	36.8844	38.7657	40.7431				
		BIWEEKLY	2541.61	2671.27	2807.55	2950.75	3101.26	3259.45				
		ANNUAL	66081.81	69453.07	72996.35	76719.55	80632.66	84745.65				
Public Safety Info Tech Manager	3111	M62	Lower	Upper								
		Hourly	41.6902	72.1345								
		BIWEEKLY	3335.22	5770.76								
		ANNUAL	86715.62	150039.76								
Public Safety Trainee	14211	X50										
		Hourly		26								
		BIWEEKLY		2080.00								
		ANNUAL		54080.00								
Public Works Director	4539	E14	Lower	Upper								
		Hourly	87.2811	120.0116								
		BIWEEKLY	6982.49	9600.93								
		ANNUAL	181544.69	249624.13								
Purchasing Manager	8312	M62	Lower	Upper								
		Hourly	41.6902	72.1345								
		BIWEEKLY	3335.22	5770.76								
		ANNUAL	86715.62	150039.76								
PW Construction Proj. Mngr	13221	M38	Lower	Upper								
		Hourly	35.1170	58.4394								
		BIWEEKLY	2809.36	4675.15								
		ANNUAL	73043.36	121553.95								
Recreation Supervisor	15123	M19	Lower	Upper								
		Hourly	28.7197	48.2037								
		BIWEEKLY	2297.58	3856.30								
		ANNUAL	59736.98	100263.70								
Rec/Human Svcs Coordinator	15120	A42	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	22.1346	23.2415	24.4034	25.6237	26.9048	28.2501	29.6625	31.1458	32.7029	34.3382
		BIWEEKLY	1770.77	1859.32	1952.27	2049.90	2152.38	2260.01	2373.00	2491.66	2616.23	2747.06
		ANNUAL	46039.97	48342.32	50759.07	53297.30	55961.98	58760.21	61698.00	64783.26	68022.03	71423.46
Recreation Leader I	15111	A10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	13.7726	14.4613	15.1843	15.9435	16.7407	17.5778	18.4567	19.3795	20.3484	21.366
		BIWEEKLY	1101.81	1156.90	1214.74	1275.48	1339.26	1406.22	1476.54	1550.36	1627.87	1709.28
		ANNUAL	28647.01	30079.50	31583.34	33162.48	34820.66	36561.82	38389.94	40309.36	42324.67	44441.28
Recreation Leader II	15113	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	15.3077	16.073	16.8766	17.7206	18.6065	19.5368	20.5138	21.5395	22.6164	23.7472
		BIWEEKLY	1224.62	1285.84	1350.13	1417.65	1488.52	1562.94	1641.10	1723.16	1809.31	1899.78
		ANNUAL	31840.02	33431.84	35103.33	36858.85	38701.52	40636.54	42668.70	44802.16	47042.11	49394.18
Recreation Leader III	15114	A21	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.0917	17.9462	18.8435	19.7857	20.7749	21.8137	22.9045	24.0496	25.2521	26.5148
		BIWEEKLY	1367.34	1435.70	1507.48	1582.86	1661.99	1745.10	1832.36	1923.97	2020.17	2121.18
		ANNUAL	35550.74	37328.10	39194.48	41154.26	43211.79	45372.50	47641.36	50023.17	52524.37	55150.78
Recycling Manager	16128	M36	Lower	Upper								
		Hourly	34.3867	57.2708								
		BIWEEKLY	2750.94	4581.66								
		ANNUAL	71524.34	119123.26								

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Recycling Marketing Manager	16127 M36	Lower	Upper									
		Hourly	34.3867	57.2708								
		BIWEEKLY	2750.94	4581.66								
		ANNUAL	71524.34	119123.26								
Rehab Construct Specialist I	13217 BGD 101	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7				
		Hourly	27.0277	28.4061	29.8555	31.3783	32.9788	34.6612	36.4291			
		BIWEEKLY	2162.22	2272.49	2284.61	2401.14	2523.60	2652.35	2787.62			
		ANNUAL	56217.62	59084.69	59399.81	62429.54	65613.60	68961.15	72478.22			
Rehab Construction Spec II	13219 BHC 111	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7				
		Hourly	29.8555	31.3783	32.9788	34.6612	36.4291	38.2874	40.2404			
		BIWEEKLY	2388.44	2510.26	2638.30	2772.90	2914.33	3062.99	3219.23			
		ANNUAL	62099.44	65266.86	68595.90	72095.30	75772.53	79637.79	83700.03			
Rehab Loan Assistant	9116 A33	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
		Hourly	19.8933	20.8879	21.9324	23.0287	24.1803	25.3895	26.6589	27.9918	29.3913	30.861
		BIWEEKLY	1591.46	1671.03	1754.59	1842.30	1934.42	2031.16	2132.71	2239.34	2351.30	2468.88
		ANNUAL	41378.06	43446.83	45619.39	47899.70	50295.02	52810.16	55450.51	58222.94	61133.90	64190.88
Rehab Loan Specialist	9117 A74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
		Hourly	27.3531	28.7208	30.1568	31.6645	33.2481	34.9103	36.6558	38.4886	40.413	42.4338
		BIWEEKLY	2188.25	2297.66	2412.54	2533.16	2659.85	2792.82	2932.46	3079.09	3233.04	3394.70
		ANNUAL	56894.45	59739.26	62726.14	65862.16	69156.05	72613.42	76244.06	80056.29	84059.04	88262.30
Resident Services Assistant	9301 A59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
		Hourly	24.8666	26.1099	27.4154	28.7861	30.2255	31.7367	33.3235	34.9898	36.7392	38.5762
		BIWEEKLY	1989.33	2088.79	2193.23	2302.89	2418.04	2538.94	2665.88	2799.18	2939.14	3086.10
		ANNUAL	51722.53	54308.59	57024.03	59875.09	62869.04	66012.34	69312.88	72778.78	76417.54	80238.50
Resident Services Coordinator	9304 A74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
		Hourly	27.3531	28.7208	30.1568	31.6645	33.2481	34.9103	36.6558	38.4886	40.413	42.4338
		BIWEEKLY	2188.25	2297.66	2412.54	2533.16	2659.85	2792.82	2932.46	3079.09	3233.04	3394.70
		ANNUAL	56894.45	59739.26	62726.14	65862.16	69156.05	72613.42	76244.06	80056.29	84059.04	88262.30
Revenue Collection Technician	7310 A45	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
		Hourly	22.4467	23.569	24.7473	25.9849	27.2841	28.6483	30.0807	31.5849	33.1641	34.8221
		BIWEEKLY	1795.74	1885.52	1979.78	2078.79	2182.73	2291.86	2406.46	2526.79	2653.13	2785.77
		ANNUAL	46689.14	49023.52	51474.38	54048.59	56750.93	59588.46	62567.86	65696.59	68981.33	72429.97
Route Checker	16114 BGN 105.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7				
		Hourly	28.1956	29.6334	31.1452	32.7336	34.4036	36.1586	38.0030			
		BIWEEKLY	2255.65	2370.67	2491.62	2618.69	2752.29	2892.69	3040.24			
		ANNUAL	58646.85	61637.47	64782.02	68085.89	71559.49	75209.89	79046.24			
Senior Advisor	1205 M67	Lower	Upper									
		Hourly	51.2210	77.6074								
		BIWEEKLY	4097.68	6208.59								
		ANNUAL	106539.68	161423.39								
Senior Manager, Internal Control	7212 M62	Lower	Upper									
		Hourly	41.6902	72.1345								
		BIWEEKLY	3335.22	5770.76								
		ANNUAL	86715.62	150039.76								
Sex Registrant Specialist	14124 A34	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
		Hourly	19.9049	20.9002	21.9451	23.0424	24.1947	25.4043	26.6745	28.0082	29.4088	30.8792
		BIWEEKLY	1592.39	1672.02	1755.61	1843.39	1935.58	2032.34	2133.96	2240.66	2352.70	2470.34
		ANNUAL	41402.19	43472.42	45645.81	47928.19	50324.98	52840.94	55482.96	58257.06	61170.30	64228.74
Shelter Intake Worker - Extra Help	32001 A10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
		Hourly	13.7726	14.4613	15.1843	15.9435	16.7407	17.5778	18.4567	19.3795	20.3484	21.366
		BIWEEKLY	1101.81	1156.90	1214.74	1275.48	1339.26	1406.22	1476.54	1550.36	1627.87	1709.28
		ANNUAL	28647.01	30079.50	31583.34	33162.48	34820.66	36561.82	38389.94	40309.36	42324.67	44441.28
Shelter Manager - Extra Help	32004 M14	Lower	Upper									
		Hourly	27.1134	45.6337								
		BIWEEKLY	2169.07	3650.70								
		ANNUAL	56395.87	94918.10								
Shelter Monitor - Extra Help	32000 A10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
		Hourly	13.7726	14.4613	15.1843	15.9435	16.7407	17.5778	18.4567	19.3795	20.3484	21.366
		BIWEEKLY	1101.81	1156.90	1214.74	1275.48	1339.26	1406.22	1476.54	1550.36	1627.87	1709.28
		ANNUAL	28647.01	30079.50	31583.34	33162.48	34820.66	36561.82	38389.94	40309.36	42324.67	44441.28
Shelter Navigator - Extra Help	32002 A15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
		Hourly	15.4321	16.2037	17.0138	17.8646	18.7579	19.6959	20.6805	21.7146	22.8001	23.9403
		BIWEEKLY	1234.57	1296.30	1361.10	1429.17	1500.63	1575.67	1654.44	1737.17	1824.01	1915.22
		ANNUAL	32098.77	33703.70	35388.70	37158.37	39016.43	40967.47	43015.44	45166.37	47424.21	49795.82
Shelter Supervisor - Extra Help	32003 A42	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
		Hourly	22.1346	23.2415	24.4034	25.6237	26.9048	28.2501	29.6625	31.1458	32.7029	34.3382
		BIWEEKLY	1770.77	1859.32	1952.27	2049.90	2152.38	2260.01	2373.00	2491.66	2616.23	2747.06
		ANNUAL	46039.97	48342.32	50759.07	53297.30	55961.98	58760.21	61698.00	64783.26	68022.03	71423.46
Solid Waste Compliance Spec	16117 BFJ 94	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7				
		Hourly	25.2085	26.4944	27.8453	29.2654	30.7583	32.3266	33.9753			
		BIWEEKLY	2016.68	2119.55	2227.62	2341.23	2460.66	2586.13	2718.02			
		ANNUAL	52433.68	55108.35	57918.22	60872.03	63977.26	67239.33	70668.62			

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Solid Waste Equip. Operator II	16108	BDI 74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	20.6599	21.7141	22.8213	23.9857	25.2093	26.4950	27.8464			
		BIWEEKLY	1652.79	1737.13	1825.70	1918.86	2016.74	2119.60	2227.71			
		ANNUAL	42972.59	45165.33	47468.30	49890.26	52435.34	55109.60	57920.51			
Solid Waste Trans Operator	16112	BEI 84	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	22.8213	23.9857	25.2093	26.4950	27.8464	29.2671	30.7597			
		BIWEEKLY	1825.70	1918.86	2016.74	2119.60	2227.71	2341.37	2460.78			
		ANNUAL	47468.30	49890.26	52435.34	55109.60	57920.51	60875.57	63980.18			
Sorter	20151	BAQ 48	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	15.9508	16.7642	17.6195	18.5181	19.4627	20.4558	21.4989			
		BIWEEKLY	1276.06	1341.14	1409.56	1481.45	1557.02	1636.46	1719.91			
		ANNUAL	33177.66	34869.54	36648.56	38517.65	40482.42	42548.06	44717.71			
Source Control Inspector II	19142	BGB 100.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	26.8937	28.2660	29.7073	31.2233	32.8156	34.4896	36.2489			
		BIWEEKLY	2151.50	2261.28	2376.58	2497.86	2625.25	2759.17	2899.91			
		ANNUAL	55938.90	58793.28	61791.18	64944.46	68256.45	71738.37	75397.71			
Source Control Technician	19143	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	26.4950	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114			
		BIWEEKLY	2119.60	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91			
		ANNUAL	55109.60	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71			
Special Districts Manager	1731	M66	Lower	Upper								
		Hourly	42.8461	70.8057								
		BIWEEKLY	3278.67	5418.2								
		ANNUAL	85245.47	140873.2								
Sr. Administrative Secretary	11165	A35	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.9124	20.9079	21.9534	23.0511	24.2035	25.4138	26.6845	28.0187	29.4197	30.8906
		BIWEEKLY	1592.99	1672.63	1756.27	1844.09	1936.28	2033.10	2134.76	2241.50	2353.58	2471.25
		ANNUAL	41417.79	43488.43	45663.07	47946.29	50343.28	52860.70	55503.76	58278.90	61192.98	64252.45
Sr. Animal Safety Officer	14152	BEI 84	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	22.8213	23.9857	25.2093	26.4950	27.8464	29.2671	30.7597			
		BIWEEKLY	1825.70	1918.86	2016.74	2119.60	2227.71	2341.37	2460.78			
		ANNUAL	47468.30	49890.26	52435.34	55109.60	57920.51	60875.57	63980.18			
Sr. Backflow Specialist	20119	BGP 106	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	28.4061	29.8555	31.3783	32.9788	34.6612	36.4291	38.2874			
		BIWEEKLY	2272.49	2388.44	2510.26	2638.30	2772.90	2914.33	3062.99			
		ANNUAL	59084.69	62099.44	65266.86	68595.90	72095.30	75772.53	79637.79			
Sr. Civil Engineer	5135	A99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	45.2126	47.4733	49.8469	52.3391	54.956	57.7039	60.5892	63.6186	66.7996	70.1395
		BIWEEKLY	3617.01	3797.86	3987.75	4187.13	4396.48	4616.31	4847.14	5089.49	5343.97	5611.16
		ANNUAL	94042.21	98744.46	103681.55	108865.33	114308.48	120024.11	126025.54	132326.69	138943.17	145890.16
Sr. Code Compliance Inspector	13234	BHN 116	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	31.3783	32.9788	34.6612	36.4291	38.2874	40.2404	42.2930			
		BIWEEKLY	2510.26	2638.30	2772.90	2914.33	3062.99	3219.23	3383.44			
		ANNUAL	65266.86	68595.90	72095.30	75772.53	79637.79	83700.03	87969.44			
Sr. Construction Inspector	13207	BIJ 124.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	34.1482	35.8898	37.7204	39.6449	41.6670	43.7924	46.0262			
		BIWEEKLY	2731.86	2871.18	3017.63	3171.59	3333.36	3503.39	3682.10			
		ANNUAL	71028.26	74650.78	78458.43	82461.39	86667.36	91088.19	95734.50			
Sr. Custodian	6117	BBQ 58	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	17.6195	18.5181	19.4627	20.4558	21.4989	22.5954	23.7483			
		BIWEEKLY	1409.56	1481.45	1557.02	1636.46	1719.91	1807.63	1899.86			
		ANNUAL	36648.56	38517.65	40482.42	42548.06	44717.71	46998.43	49396.46			
Sr. Customer Service Rep	7140	A27	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	18.6263	19.5575	20.5355	21.5622	22.6403	23.7724	24.9612	26.2091	27.5195	28.8954
		BIWEEKLY	1490.10	1564.60	1642.84	1724.98	1811.22	1901.79	1996.90	2096.73	2201.56	2311.63
		ANNUAL	38742.70	40679.60	42713.84	44849.38	47091.82	49446.59	51919.30	54514.93	57240.56	60102.43
Sr. Engr Technician	5122	A76	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	27.7118	29.0973	30.5523	32.0800	33.6840	35.3681	37.1367	38.9934	40.9433	42.9903
		BIWEEKLY	2216.94	2327.78	2444.18	2566.40	2694.72	2829.45	2970.94	3119.47	3275.46	3439.22
		ANNUAL	57640.54	60522.38	63548.78	66726.40	70062.72	73565.65	77244.34	81106.27	85162.06	89419.82
Sr. Engr Tech/Survey Chief	5122	A76	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	27.7118	29.0973	30.5523	32.0800	33.6840	35.3681	37.1367	38.9934	40.9433	42.9903
		BIWEEKLY	2216.94	2327.78	2444.18	2566.40	2694.72	2829.45	2970.94	3119.47	3275.46	3439.22
		ANNUAL	57640.54	60522.38	63548.78	66726.40	70062.72	73565.65	77244.34	81106.27	85162.06	89419.82
Sr. Facilities Maint Worker	6130	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	26.4950	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114			
		BIWEEKLY	2119.60	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91			
		ANNUAL	55109.60	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71			
Sr. Fleet Services Mechanic	17211	BGV 109	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	29.2671	30.7597	32.3291	33.9779	35.7114	37.5329	39.4478			
		BIWEEKLY	2341.37	2460.78	2586.33	2718.23	2856.91	3002.63	3155.82			
		ANNUAL	60875.57	63980.18	67244.53	70674.03	74279.71	78068.43	82051.42			

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Sr. Groundworker	15208	BEA 80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	21.9311	23.0497	24.2256	25.4615	26.7600	28.1249	29.5595			
		BIWEEKLY	1754.49	1843.98	1938.05	2036.92	2140.80	2249.99	2364.76			
		ANNUAL	45616.69	47943.38	50389.25	52959.92	55660.80	58499.79	61483.76			
Sr. Housing Maint. Worker	9120	BFF 92	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	24.7123	25.9730	27.2983	28.6902	30.1538	31.6925	33.3086			
		BIWEEKLY	1976.98	2077.84	2183.86	2295.22	2412.30	2535.40	2664.69			
		ANNUAL	51401.58	54023.84	56780.46	59675.62	62719.90	65920.40	69281.89			
Sr. Housing Specialist	9111	A74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	27.3531	28.7208	30.1568	31.6645	33.2481	34.9103	36.6558	38.4886	40.413	42.4338
		BIWEEKLY	2188.25	2297.66	2412.54	2533.16	2659.85	2792.82	2932.46	3079.09	3233.04	3394.70
		ANNUAL	56894.45	59739.26	62726.14	65862.16	69156.05	72613.42	76244.06	80056.29	84059.04	88262.30
Sr. H.R. Analyst	12113	M29	Lower	Upper								
		Hourly	32.4264	54.1342								
		BIWEEKLY	2594.11	4330.74								
		ANNUAL	67446.91	112599.14								
Sr. Meter Reader	20118	BEA 80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	21.9311	23.0497	24.2256	25.4615	26.7600	28.1249	29.5595			
		BIWEEKLY	1754.49	1843.98	1938.05	2036.92	2140.80	2249.99	2364.76			
		ANNUAL	45616.69	47943.38	50389.25	52959.92	55660.80	58499.79	61483.76			
Sr. Meter Repair Worker	20123	BEK 85	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	23.0497	24.2256	25.4615	26.7600	28.1249	29.5595	31.0675			
		BIWEEKLY	1843.98	1938.05	2036.92	2140.80	2249.99	2364.76	2485.40			
		ANNUAL	47943.38	50389.25	52959.92	55660.80	58499.79	61483.76	64620.40			
Sr. Planner	13111	M32	Lower	Upper								
		Hourly	33.0358	55.1096								
		BIWEEKLY	2642.86	4408.77								
		ANNUAL	68714.46	114627.97								
Sr. Plans Examiner	5123	A87	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	31.4608	33.0339	34.6856	36.4199	38.241	40.1529	42.1605	44.2686	46.482	48.8061
		BIWEEKLY	2516.86	2642.71	2774.85	2913.59	3059.28	3212.23	3372.84	3541.49	3718.56	3904.49
		ANNUAL	65438.46	68710.51	72146.05	75753.39	79541.28	83518.03	87693.84	92078.69	96682.56	101516.69
Sr. Police Service Officer	14205	P77	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	33.3445	35.0452	36.8328	38.7119	40.6866	42.7617				
		BIWEEKLY	2667.56	2803.62	2946.62	3096.95	3254.93	3420.94				
		ANNUAL	69356.56	72894.02	76612.22	80520.75	84628.13	88944.34				
Sr. Street Maint Worker	17108	BEM 86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	23.2802	24.4677	25.7157	27.0277	28.4061	29.8555	31.3783			
		BIWEEKLY	1862.42	1957.42	2057.26	2162.22	2272.49	2388.44	2510.26			
		ANNUAL	48422.82	50892.82	53488.66	56217.62	59084.69	62099.44	65266.86			
Sr. Traffic Service Assistant	14157	A16	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	18.3475	19.2648	20.2281	21.2395	22.3015	23.4166	24.5872	25.8166	27.1075	28.4629
		BIWEEKLY	1467.80	1541.18	1618.25	1699.16	1784.12	1873.33	1966.98	2065.33	2168.60	2277.03
		ANNUAL	38162.80	40070.78	42074.45	44178.16	46387.12	48706.53	51141.38	53698.53	56383.60	59202.83
Sr. Tree Trimmer	15220	BEM 86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	23.2802	24.4677	25.7157	27.0277	28.4061	29.8555	31.3783			
		BIWEEKLY	1862.42	1957.42	2057.26	2162.22	2272.49	2388.44	2510.26			
		ANNUAL	48422.82	50892.82	53488.66	56217.62	59084.69	62099.44	65266.86			
Sr. Wastewater Collect Operator	19133	BEM 86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	23.2802	24.4677	25.7157	27.0277	28.4061	29.8555	31.3783			
		BIWEEKLY	1862.42	1957.42	2057.26	2162.22	2272.49	2388.44	2510.26			
		ANNUAL	48422.82	50892.82	53488.66	56217.62	59084.69	62099.44	65266.86			
Sr. Wastewater Envir Specialist	19125	BHN 116	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	31.3783	32.9788	34.6612	36.4291	38.2874	40.2404	42.2930			
		BIWEEKLY	2510.26	2638.30	2772.90	2914.33	3062.99	3219.23	3383.44			
		ANNUAL	65266.86	68595.90	72095.30	75772.53	79637.79	83700.03	87969.44			
Sr. Wastewater Mechanic	19147	BGJ 104	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114	37.5329			
		BIWEEKLY	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91	3002.63			
		ANNUAL	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71	78068.43			
Sr. Wastewater Operator	19156	BGN 105.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	28.1956	29.6334	31.1452	32.7336	34.4036	36.1586	38.0030			
		BIWEEKLY	2255.65	2370.67	2491.62	2618.69	2752.29	2892.69	3040.24			
		ANNUAL	58646.85	61637.47	64782.02	68085.89	71559.49	75209.89	79046.24			
Sr. Wastewater Electrician	19157	BHN 116	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	31.3783	32.9788	34.6612	36.4291	38.2874	40.2404	42.2930			
		BIWEEKLY	2510.26	2638.30	2772.90	2914.33	3062.99	3219.23	3383.44			
		ANNUAL	65266.86	68595.90	72095.30	75772.53	79637.79	83700.03	87969.44			
Sr. Water Distribution Operator	20115	BGD 101	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	27.0277	28.4061	29.8555	31.3783	32.9788	34.6612	36.4291			
		BIWEEKLY	2162.22	2272.49	2388.44	2510.26	2638.30	2772.90	2914.33			
		ANNUAL	56217.62	59084.69	62099.44	65266.86	68595.90	72095.30	75772.53			

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Sr. Water Treatment Operator	20116	BIR 129.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	35.9402	37.7740	39.7007	41.7257	43.8543	46.0911	48.4423			
		BIWEEKLY	2875.22	3021.92	3176.06	3338.06	3508.34	3687.29	3875.38			
		ANNUAL	74755.62	78569.92	82577.46	86789.46	91216.94	95869.49	100759.98			
Street Maintenance Worker I	17102	BBS 59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	18.0625	18.9841	19.9523	20.9697	22.0397	23.1635	24.3454			
		BIWEEKLY	1445.00	1518.73	1596.18	1677.58	1763.18	1853.08	1947.63			
		ANNUAL	37570.00	39486.93	41500.78	43616.98	45842.58	48180.08	50638.43			
Street Maintenance Worker II	17105	BCS 69	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	19.6575	20.6599	21.7141	22.8213	23.9857	25.2093	26.4950			
		BIWEEKLY	1572.60	1652.79	1737.13	1825.70	1918.86	2016.74	2119.60			
		ANNUAL	40887.60	42972.59	45165.33	47468.30	49890.26	52435.34	55109.60			
Streets Manager	17115	M44	Lower	Upper								
		Hourly	36.9014	61.2949								
		BIWEEKLY	2952.11	4903.59								
		ANNUAL	76754.91	127493.39								
Supervising Building Inspector	13210	M40	Lower	Upper								
		Hourly	35.7924	59.5203								
		BIWEEKLY	2863.39	4761.62								
		ANNUAL	74448.19	123802.22								
Supervising Civil Engineer	5136	M83	Lower	Upper								
		Hourly	48.6327	80.0676								
		BIWEEKLY	3890.616	6405.408								
		ANNUAL	101156.02	166540.61								
Supervising Animal Safety Officer	14151	BFM 95.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	25.5248	26.8270	28.1956	29.6334	31.1452	32.7336	34.4036			
		BIWEEKLY	2041.98	2146.16	2255.65	2370.67	2491.62	2618.69	2752.29			
		ANNUAL	53091.58	55800.16	58646.85	61637.47	64782.02	68085.89	71559.49			
Systems Administrator	3103	M62	Lower	Upper								
		Hourly	41.6902	72.1345								
		BIWEEKLY	3335.22	5770.76								
		ANNUAL	86715.62	150039.76								
Systems Analyst I	3107	M29	Lower	Upper								
		Hourly	32.4264	54.1342								
		BIWEEKLY	2594.11	4330.74								
		ANNUAL	67446.91	112599.14								
Systems Analyst II	3109	M40	Lower	Upper								
		Hourly	35.7924	59.5203								
		BIWEEKLY	2863.39	4761.62								
		ANNUAL	74448.19	123802.22								
Systems Analyst III	3112	M51	Lower	Upper								
		Hourly	38.7443	64.2471								
		BIWEEKLY	3099.54	5139.77								
		ANNUAL	80588.14	133633.97								
Tech. Serves/Water Qual Mngr	19148	M62	Lower	Upper								
		Hourly	41.6902	72.1345								
		BIWEEKLY	3335.22	5770.76								
		ANNUAL	86715.62	150039.76								
Tire Repairer	17204	BCC 61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	18.4254	19.3653	20.3534	21.3913	22.4827	23.6295	24.8348			
		BIWEEKLY	1474.03	1549.22	1628.27	1711.30	1798.62	1890.36	1986.78			
		ANNUAL	38324.83	40279.82	42335.07	44493.90	46764.02	49149.36	51656.38			
Traffic Engineer	18129	M59	Lower	Upper								
		Hourly	40.7731	67.4892								
		BIWEEKLY	3261.85	5399.14								
		ANNUAL	84808.05	140377.54								
Traffic Safety Maint Wkr	18102	BCS 69	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	19.6575	20.6599	21.7141	22.8213	23.9857	25.2093	26.4950			
		BIWEEKLY	1572.60	1652.79	1737.13	1825.70	1918.86	2016.74	2119.60			
		ANNUAL	40887.60	42972.59	45165.33	47468.30	49890.26	52435.34	55109.60			
Traffic Service Assistant I	14154	A13	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	14.5039	15.2291	15.9906	16.7901	17.6297	18.5112	19.4367	20.4086	21.429	22.5005
		BIWEEKLY	1160.31	1218.33	1279.25	1343.21	1410.38	1480.90	1554.94	1632.69	1714.32	1800.04
		ANNUAL	30168.11	31676.53	33260.45	34923.41	36669.78	38503.30	40428.34	42449.89	44572.32	46801.04
Traffic Service Assistant II	14155	A18	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	15.9543	16.752	17.5895	18.469	19.3926	20.3622	21.3803	22.4494	23.5718	24.7504
		BIWEEKLY	1276.34	1340.16	1407.16	1477.52	1551.41	1628.98	1710.42	1795.95	1885.74	1980.03
		ANNUAL	33184.94	34844.16	36586.16	38415.52	40336.61	42353.38	44471.02	46694.75	49029.34	51480.83
Traffic Signal Repairer I	18104	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	21.7141	22.8213	23.9857	25.2093	26.4950	27.8464	29.2671			
		BIWEEKLY	1737.13	1825.70	1918.86	2016.74	2119.60	2227.71	2341.37			
		ANNUAL	45165.33	47468.30	49890.26	52435.34	55109.60	57920.51	60875.57			

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Traffic Signal Repairer II	18106	BES 89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	23.9857	25.2093	26.4950	27.8464	29.2671	30.7597	32.3291			
		BIWEEKLY	1918.86	2016.74	2119.60	2227.71	2341.37	2460.78	2586.33			
		ANNUAL	49890.26	52435.34	55109.60	57920.51	60875.57	63980.18	67244.53			
Traffic Signal Technician	18108	BHE 112	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	29.5626	31.0704	32.6555	34.3213	36.0720	37.9121	39.8460			
		BIWEEKLY	2365.01	2485.63	2612.44	2745.70	2885.76	3032.97	3187.68			
		ANNUAL	61490.21	64626.43	67923.44	71388.30	75029.76	78857.17	82879.68			
Transport Operator	19123	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	26.4950	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114			
		BIWEEKLY	2119.60	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91			
		ANNUAL	55109.60	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71			
Transportation Planner	18130	M44	Lower	Upper								
		Hourly	36.9014	61.2949								
		BIWEEKLY	2952.11	4903.59								
		ANNUAL	76754.91	127493.39								
Transportation Services Manager	18128	M87	Lower	Upper								
		Hourly	51.7833	85.1051								
		BIWEEKLY	4142.66	6808.41								
		ANNUAL	107709.26	177018.61								
Treatment Plant Electrician	19150	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	26.4950	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114			
		BIWEEKLY	2119.60	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91			
		ANNUAL	55109.60	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71			
Tree Trimmer I	15214	BCM 66	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	19.0791	20.0524	21.0754	22.1503	23.2802	24.4677	25.7157			
		BIWEEKLY	1526.33	1604.19	1686.03	1772.02	1862.42	1957.42	2057.26			
		ANNUAL	39684.53	41708.99	43836.83	46072.62	48422.82	50892.82	53488.66			
Tree Trimmer II	15217	BDO 76	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	21.0754	22.1503	23.2802	24.4677	25.7157	27.0277	28.4061			
		BIWEEKLY	1686.03	1772.02	1862.42	1957.42	2057.26	2162.22	2272.49			
		ANNUAL	43836.83	46072.62	48422.82	50892.82	53488.66	56217.62	59084.69			
Utilities Finance Officer	4535	M62	Lower	Upper								
		Hourly	41.6902	72.1345								
		BIWEEKLY	3335.22	5770.76								
		ANNUAL	86715.62	150039.76								
Utility Supervisor	19107	M19	Lower	Upper								
		Hourly	28.7197	48.2037								
		BIWEEKLY	2297.58	3856.30								
		ANNUAL	59736.98	100263.70								
Video Technician	2106	A24	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.7966	18.6866	19.6209	20.602	21.6322	22.7138	23.8494	25.0419	26.294	27.6087
		BIWEEKLY	1423.73	1494.93	1569.67	1648.16	1730.58	1817.10	1907.95	2003.35	2103.52	2208.70
		ANNUAL	37016.93	38868.13	40811.47	42852.16	44994.98	47244.70	49606.75	52087.15	54691.52	57426.10
Wastewater Collections Manager	19105	M32	Lower	Upper								
		Hourly	33.0358	55.1096								
		BIWEEKLY	2642.86	4408.77								
		ANNUAL	68714.46	114627.97								
Wastewater Collect Operator I	19103	BCS 69	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	19.6575	20.6599	21.7141	22.8213	23.9857	25.2093	26.4950			
		BIWEEKLY	1572.60	1652.79	1737.13	1825.70	1918.86	2016.74	2119.60			
		ANNUAL	40887.60	42972.59	45165.33	47468.30	49890.26	52435.34	55109.60			
Wastewater Collect Operator II	19106	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	21.7141	22.8213	23.9857	25.2093	26.4950	27.8464	29.2671			
		BIWEEKLY	1737.13	1825.70	1918.86	2016.74	2119.60	2227.71	2341.37			
		ANNUAL	45165.33	47468.30	49890.26	52435.34	55109.60	57920.51	60875.57			
Wastewater Collections Supervisor	19108	M19	Lower	Upper								
		Hourly	28.7197	48.2037								
		BIWEEKLY	2297.58	3856.30								
		ANNUAL	59736.98	100263.70								
Wastewater Division Manager	4545	M87	Lower	Upper								
		Hourly	51.7833	85.1051								
		BIWEEKLY	4142.66	6808.41								
		ANNUAL	107709.26	177018.61								
Wastewater Environmental Spec	19124	BHC 111	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	29.8555	31.3783	32.9788	34.6612	36.4291	38.2874	40.2404			
		BIWEEKLY	2388.44	2510.26	2638.30	2772.90	2914.33	3062.99	3219.23			
		ANNUAL	62099.44	65266.86	68595.90	72095.30	75772.53	79637.79	83700.03			
Wastewater Infrastructure Manager	20142	M44	Lower	Upper								
		Hourly	36.9014	61.2949								
		BIWEEKLY	2952.11	4903.59								
		ANNUAL	76754.91	127493.39								

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Wastewater Maintenance Manager	19169	M32	Lower	Upper					
		Hourly	33.0358	55.1096					
		BIWEEKLY	2642.86	4408.77					
		ANNUAL	68714.46	114627.97					
Wastewater Maintenance Supervisor	19170	M19	Lower	Upper					
		Hourly	28.7197	48.2037					
		BIWEEKLY	2297.58	3856.30					
		ANNUAL	59736.98	100263.70					
Wastewater Mechanic I	19117	BES 89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	23.9857	25.2093	26.4950	27.8464	29.2671	30.7597	32.3291
		BIWEEKLY	1918.86	2016.74	2119.60	2227.71	2341.37	2460.78	2586.33
		ANNUAL	49890.26	52435.34	55109.60	57920.51	60875.57	63980.18	67244.53
Wastewater Mechanic II	19120	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	26.4950	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114
		BIWEEKLY	2119.60	2227.71	2341.37	2460.78	2586.33	2718.28	2856.91
		ANNUAL	55109.60	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71
Wastewater Operations Mgr/ Chief Operator	19173	M62	Lower	Upper					
		Hourly	41.6902	72.1345					
		BIWEEKLY	3335.22	5770.76					
		ANNUAL	86715.62	150039.76					
Wastewater Operator in Training	19130	BCO 67	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	19.2698	20.2531	21.2862	22.3719	23.5131	24.7123	25.9730
		BIWEEKLY	1541.58	1620.25	1702.90	1789.75	1881.05	1976.98	2077.84
		ANNUAL	40081.18	42126.45	44275.30	46533.55	48907.25	51401.58	54023.84
Wastewater Operator I	19126	BEE 82	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	22.3719	23.5131	24.7123	25.9730	27.2979	28.6902	30.1538
		BIWEEKLY	1789.75	1881.05	1976.98	2077.84	2183.83	2295.22	2412.30
		ANNUAL	46533.55	48907.25	51401.58	54023.84	56779.63	59675.62	62719.90
Wastewater Operator II	19129	BFF 92	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	24.7123	25.9730	27.2983	28.6902	30.1538	31.6925	33.3086
		BIWEEKLY	1976.98	2077.84	2183.86	2295.22	2412.30	2535.40	2664.69
		ANNUAL	51401.58	54023.84	56780.46	59675.62	62719.90	65920.40	69281.89
Wastewater Operator III	19128	BFQ 97	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	25.9727	27.2975	28.6905	30.1534	31.6919	33.3087	35.0071
		BIWEEKLY	2077.82	2183.80	2295.24	2412.27	2535.35	2664.70	2800.57
		ANNUAL	54023.22	56778.80	59676.24	62719.07	65919.15	69282.10	72814.77
Water Cons./Outreach Coord	20104	BHK 114.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	30.9138	32.4906	34.1482	35.8898	37.7204	39.6449	41.6670
		BIWEEKLY	2473.10	2599.25	2731.86	2871.18	3017.63	3171.59	3333.36
		ANNUAL	64300.70	67580.45	71028.26	74650.78	78458.43	82461.39	86667.36
Water Conserv/Outreach Tech	20102	BBS 59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	18.0625	18.9841	19.9523	20.9697	22.0397	23.1635	24.3454
		BIWEEKLY	1445.00	1518.73	1596.18	1677.58	1763.18	1853.08	1947.63
		ANNUAL	37570.00	39486.93	41500.78	43616.98	45842.58	48180.08	50638.43
Water Distribution Operator I	20108	BDK 75	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	20.8668	21.9311	23.0497	24.2256	25.4615	26.7600	28.1249
		BIWEEKLY	1669.34	1754.49	1843.98	1938.05	2036.92	2140.80	2249.99
		ANNUAL	43402.94	45616.69	47943.38	50389.25	52959.92	55660.80	58499.79
Water Distribution Operator II	20111	BEK 85	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	23.0497	24.2256	25.4615	26.7600	28.1249	29.5595	31.0675
		BIWEEKLY	1843.98	1938.05	2036.92	2140.80	2249.99	2364.76	2485.40
		ANNUAL	47943.38	50389.25	52959.92	55660.80	58499.79	61483.76	64620.40
Water Division Manager	20140	M87	Lower	Upper					
		Hourly	51.7833	85.1051					
		BIWEEKLY	4142.66	6808.41					
		ANNUAL	107709.26	177018.61					
Water Infrastructure Manager	20142	M32	Lower	Upper					
		Hourly	33.0358	55.1096					
		BIWEEKLY	2642.86	4408.77					
		ANNUAL	68714.46	114627.97					
Water Operations Manager	20144	M62	Lower	Upper					
		Hourly	41.6902	72.1345					
		BIWEEKLY	3335.22	5770.76					
		ANNUAL	86715.62	150039.76					
Water Reg. Compliance Coord	20104	BHK 114.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	30.9138	32.4906	34.1482	35.8898	37.7204	39.6449	41.6670
		BIWEEKLY	2473.10	2599.25	2731.86	2871.18	3017.63	3171.59	3333.36
		ANNUAL	64300.70	67580.45	71028.26	74650.78	78458.43	82461.39	86667.36
Water Reg. Compliance Tech I	20113	BFJ 94	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	25.2085	26.4944	27.8453	29.2654	30.7583	32.3266	33.9753
		BIWEEKLY	2016.68	2119.55	2227.62	2341.23	2460.66	2586.13	2718.02
		ANNUAL	52433.68	55108.35	57918.22	60872.03	63977.26	67239.33	70668.62

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Water Reg. Compliance Tech II	20114	BGJ 104	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114	37.5329			
		BIWEEKLY	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91	3002.63			
		ANNUAL	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71	78068.43			
Water Resource Manager	20135	M40	Lower	Upper								
		Hourly	35.7924	59.5203								
		BIWEEKLY	2863.39	4761.62								
		ANNUAL	74448.19	123802.22								
Water Treatment Operator I	20109	BEM 86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	23.2802	24.4677	25.7157	27.0277	28.4061	29.8555	31.3783			
		BIWEEKLY	1862.42	1957.42	2057.26	2162.22	2272.49	2388.44	2510.26			
		ANNUAL	48422.82	50892.82	53488.66	56217.62	59084.69	62099.44	65266.86			
Water Treatment Operator II	20112	BFD 91	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	24.4677	25.7157	27.0277	28.4061	29.8555	31.3783	32.9788			
		BIWEEKLY	1957.42	2057.26	2162.22	2272.49	2388.44	2510.26	2638.30			
		ANNUAL	50892.82	53488.66	56217.62	59084.69	62099.44	65266.86	68595.90			
Water Treatment Operator III	20110	BHM 115.0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	31.2523	32.8468	34.5219	36.2834	38.1340	40.0791	42.1238			
		BIWEEKLY	2500.18	2627.74	2761.75	2902.67	3050.72	3206.33	3369.90			
		ANNUAL	65004.78	68321.34	71805.55	75469.47	79318.72	83364.53	87617.50			
Word Processor I	11129	A23	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.4234	18.2945	19.2092	20.1697	21.1781	22.2371	23.3489	24.5164	25.7422	27.0292
		BIWEEKLY	1393.87	1463.56	1536.74	1613.58	1694.25	1778.97	1867.91	1961.31	2059.38	2162.34
		ANNUAL	36240.67	38052.56	39955.14	41952.98	44050.45	46253.17	48565.71	50994.11	53543.78	56220.74
Word Processor II	11132	A30	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.0826	20.0367	21.0386	22.0905	23.195	24.3548	25.5725	26.8512	28.1938	29.6034
		BIWEEKLY	1526.61	1602.94	1683.09	1767.24	1855.60	1948.38	2045.80	2148.10	2255.50	2368.27
		ANNUAL	39691.81	41676.34	43760.29	45948.24	48245.60	50657.98	53190.80	55850.50	58643.10	61575.07
Word Processor III	11134	A38	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	20.7420	21.7793	22.8681	24.0114	25.2121	26.4727	27.7963	29.1861	30.6456	32.1778
		BIWEEKLY	1659.36	1742.34	1829.45	1920.91	2016.97	2117.82	2223.70	2334.89	2451.65	2574.22
		ANNUAL	43143.36	45300.94	47565.65	49943.71	52441.17	55063.22	57816.30	60707.09	63742.85	66929.82

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ESTABLISHING FINANCIAL MANAGEMENT POLICIES

WHEREAS, the City Council wishes to establish financial management policies to be followed in the development and implementation of the City budget.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves that the following policies will guide the development and implementation of the City's Operating and Capital Improvement Project Budgets.

I. BUDGET POLICIES

A. Budget Guidelines

- 1) The City Manager will prepare a multi-year revenue and expenditure forecast, which will provide parameters for the budget development process.
- 2) The budget process will include the development of a balanced two-year budget when financial circumstances are appropriate for a two-year budget. Any two-year budget will include an approach that City Council approves appropriations for a one-year operating budget and capital improvement plan.
- 3) The budget will be organized in a department/service level format.
- 4) The budget development process will include the identification and evaluation of policy options for service levels. However, the adopted budget will include only those policy options approved by City Council.

B. Appropriation Priorities

1. In evaluating the level of appropriations for department enhancements, or expense reductions, staff will apply the following principles in the priority order given:
 - a. Essential services that provide for the health, safety and welfare of residents.
 - b. Contractual obligations to bondholders and other debts.
 - c. Adequate ongoing maintenance of facilities and equipment.
 - d. All other services.
2. When reductions in personnel are necessary to reduce expenditures, to the greatest extent possible this will be accomplished through normal attrition.

C. Supplemental Services

The City Council may budget for certain services that may also be provided by other governmental agencies or the private sector. The provision of these services will be based on a demonstrated community need or benefit over time. When appropriate, these services will be supported in whole or in part by user fees.

D. Appropriation Changes

1. Changes to the City Council adopted budget for the fiscal year shall occur as follows:
2. By City Council action for all changes that either increase or decrease fund appropriations adopted in the annual budget appropriation resolution.
3. By the City Manager for appropriation transfers between departments within a fund.
4. By the Department Director for appropriation transfers between programs within the same fund, as long as funding is available in the department as a whole.

II. CAPITAL IMPROVEMENT PROGRAM POLICIES**A. Capital Planning Period**

1. Staff will budget all capital improvements in accordance with an adopted Capital Improvement Program (CIP).
2. The City's long-range capital planning period will be a minimum of five years, or longer where appropriate.
3. The Five-Year Capital Improvement Program will be reviewed and approved by City Council during each budget cycle, or as needed based on economic and funding outlooks. Individual projects will be postponed or canceled if their funding fails to materialize. Conversely, individual projects may be moved up on the timeline if their funding materializes sooner than anticipated. City Council will review and approve appropriations at least annually, and also as necessary during the year if funding and timelines change. Appropriation changes will be in accordance with Section I.D.
4. The CIP will be in conformance with and support the City's major planning documents: the most current General Plan, project specific plans, and citywide master plans for related infrastructure improvements.
5. Public Works staff will prepare strategic plans and master plans for major infrastructure and utility improvements with a 10- or 20-year planning horizon when appropriate.

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6. To the extent funds are available, any unused appropriations at the end of the fiscal year in active CIP projects will be carried-forward into the next fiscal year(s) until the project has been completed.
7. Any unused funds after the completion of the project, will be returned to the funding source. This should happen within 90-days of notification to the Finance department.

B. Capital Project Priorities

1. Public Works staff will evaluate and prioritize each proposed capital project against the following criteria:
 - a. Health and Safety: Projects needed to maintain or improve human health or safety.
 - b. Asset Preservation: Projects needed to maintain or protect the City's existing assets.
 - c. New or Expanded Services: Projects that create something new, like a new park, or increase the capacity of existing facilities, like larger water or sewer lines.

C. Capital Project Management by the Public Works Department

1. Capital projects will be managed in a phased approach as needed. The project phases will become a framework for appropriate decision points and reporting. The phasing will consist of:
 - a. Conceptual/schematic proposal
 - b. Preliminary design and cost estimate
 - c. Engineering and final design
 - d. Bid administration
 - e. Acquisition/construction
 - f. Project closeout
2. Each capital improvement project will have a project manager who will prepare the project proposal, ensure that required phases are completed on schedule, authorize payment of expenditures as required by the City's Purchasing Manual, ensure that all regulations and laws are observed, periodically report project status, track project expenditures and perform the project closeout according to current procedures.

III. REVENUE POLICIES

A. Maintenance of Revenues

1. The City Council will attempt to maintain a diversified and stable revenue base to shelter the City from short term fluctuations in any one revenue source.

2. The City Council will promote an increase in the City's revenue base through economic development programs that maintain and enhance a vigorous local economy.
3. The City Council will seek to supplement the City's revenue base through the identification of and application for State and federal grant funds, which will support identified needs.

B. User Fees and Rates

1. The City Council will attempt to recover the costs of services providing a private benefit to users through the imposition of user fees and charges.
2. The City Council will establish all user fees and charges at a level related to the direct and indirect costs of providing services and the degree of public versus private benefit.
3. Staff will recalculate periodically the full costs of activities supported by user fees and rates to identify the impact of inflation and other cost increases.
4. The City Council will set fees and user rates for each enterprise fund (water, wastewater, environmental resources) at a level that fully supports the total direct and indirect costs of the activity.

C. Revenue Collection

1. Staff will take all cost effective actions available to collect revenues.
2. Staff will grant user fee waivers and debt forgiveness only as authorized by City Council approved policies.
3. Staff will not grant development and permit fee waivers.

D. Interest Earnings

1. Staff will assign interest earnings to the appropriate funds, where required, based on invested cash balances.
2. Investment policies will be reviewed annually by the Treasurer's Investment Review Committee and the City Council.

IV. FUND BALANCE POLICY

This Fund Balance Policy establishes the procedures for reporting unrestricted fund balance in the General Fund financial statements. Certain commitments and assignments of fund balance

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will help ensure that there will be adequate financial resources to protect the City against unforeseen circumstances and events such as revenue shortfalls and unanticipated expenditures. The policy also authorizes and directs the Chief Financial Officer to prepare financial reports which categorize fund balance in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

A. Procedures

Fund balance is essentially the difference between the assets and liabilities reported in a governmental fund. There are five separate components of fund balance, each of which identifies the extent to which the City is bound to honor constraints on the specific purposes for which amounts can be spent.

- Non-spendable
- Restricted
- Committed
- Assigned
- Unassigned

The first two components listed above are not addressed in this policy due to the nature of their restrictions. An example of non-spendable fund balance is a prepaid item. Restricted fund balance is either imposed by law or constrained by grantors, contributors, or laws or regulations of other governments. This policy is focused on financial reporting of unrestricted fund balance, or the last three components listed above. These three components are further defined below.

B. Committed Fund Balance

The City Council, as the City's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as ordinance or resolution. These committed amounts cannot be used for any other purposes unless the City Council removes or changes the specified use by taking the same type of action it employed to commit those amounts. City Council action to commit fund balance should occur within the fiscal reporting period; however the amount can be determined in the subsequent period.

C. Assigned Fund Balance

1. Amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance.
2. This policy hereby designates the authority to assign amounts to be used for specific purposes to the Chief Financial Officer for the purpose of reporting these amounts in the annual financial statements.

D. Unassigned Fund Balance

These are residual positive net resources of the general fund in excess of what can be properly classified in one of the other four categories.

V. RESERVE POLICIES

- A. Adequate reserves will be maintained for all known liabilities, including payable employee leave balances, workers' compensation, and self insured retention limits.
- B. The City Council will endeavor to maintain an operating reserve equal to 12 percent (12%) of the General Fund operating budget. The operating reserve shall be available to: cover cash flow requirements; meet unanticipated revenue shortfalls; take advantage of unexpected opportunities; invest in projects with a rapid payback; ensure against physical or natural disasters; and provide interest earnings.
- C. The City Council will endeavor to maintain operating reserves in the utility funds equal to 25 percent (25%) of the operating budgets.

VI. INTERFUND BORROWING POLICIES

- A. Interfund borrowing requires City Council approval.
- B. Such loans will carry a market rate of interest.
- C. Such loans may, at City Council's discretion, include interest-only payments by the borrowing fund for the first year or two.
- D. Once principal repayments begin, amortization schedules will be for level or decreasing annual debt service, not for increasing annual debt service.
- E. The borrowing fund may prepay all or a portion of the principal and interest at any time, without penalty.
- F. The lending fund may call all or part of the loan immediately at the lending fund's discretion, also without penalty.

VII. DEBT POLICIES

- A. Use of Debt
 - 1. Any use of tax and revenue anticipation borrowing will be consistent with State and federal laws and regulations.

B. Conditions of Use

1. The City Council will use long term debt to finance a land purchase, major equipment acquisition, a capital project, or reserve only if a cost/benefit analysis establishes that the financial and community benefits of the financing exceed the costs.
2. Benefits can include, but are not limited to, the following:
 - a. Present value benefit: The current cost plus the financing cost is less than the future cost of the project or acquisition.
 - b. Maintenance value benefit: The financing cost is less than the maintenance cost of deferring the project or acquisition.
 - c. Equity benefit: Financing provides a method of spreading the cost of a project or acquisition back to the users of the project or acquisition over time.
 - d. Community benefit: Debt financing of the project or acquisition enables the City Council to meet an immediate community need.
3. Debt financing will be used only when project revenues or other identified revenue sources are sufficient to service the term of the debt.
4. The City Council by resolution will periodically establish industry standard bond debt ratios to assess maximum debt carrying capacity and will apply these ratios to each proposed debt.
5. When the City obtains debt financing on behalf of or benefiting a third party (as with assessment districts) such debt will be issued in conformance with existing City Council priorities and policies without contingent liability of the City and with all costs of issuance and administration fully reimbursed by the third party.

C. Methods

1. Staff will retain the following contract advisors for the issuance of debt:
 - a. Bond Counsel - To be selected by RFP periodically.
 - b. Disclosure Counsel – To be selected by RFP periodically.
 - c. Special Counsel - To be selected by RFP periodically to protect the City's interest in complex negotiations and document review.
 - d. Municipal Advisor - To be selected by RFP periodically to assist the City in assessing financing opportunities and options, selection of underwriters,

preparation of all required financing documents, and other financial advisory assistance as required.

- e. Underwriters - To be selected periodically by RFP for negotiated financings. For bond issues that are competitively bid, underwriter will be selected on the basis of lowest true interest cost (TIC).
2. The City Council's preference is to issue fixed rate, long-term debt with level debt service, but variable rate debt or other debt service structure may be considered if an economic advantage is identified for a particular project.
3. Bond proceeds will be held by an independent bank acting as trustee or fiscal agent.
4. The City Council's bond rating objective for the City for all debt issues is a Standard & Poor's rating of AA. Credit enhancements will be used to achieve higher ratings when there is an economic benefit.

VIII. ACCOUNTING POLICIES

A. Accounting Standards

1. The City's accounting systems and procedures will comply with Generally Accepted Accounting Principles (GAAP) and the Governmental Accounting Standards Board (GASB) to the extent necessary to achieve an unmodified audit opinion and adequate internal controls.
2. The City has adopted the historical cost method of fixed asset reporting to comply with GASB. The capitalization policy is \$5,000 or more for equipment, \$20,000 for buildings and improvements other than buildings, and \$100,000 for infrastructure.
3. Staff will prepare quarterly and annual financial reports to present a summary of financial performance and position for major operating funds.
4. Staff will provide full disclosure in the annual financial statements and bond representations.

B. Independent Auditor

1. The City will retain an independent certified auditing firm to annually conduct an audit of the financial records in accordance with all state and federal requirements.
2. The selection of the City's audit firm will be by an RFP submitted to a limited number of qualified audit firms with recognized credentials in municipal auditing.

3. In order to promote continuity in the audit process, the engagement of the audit firm will be for a minimum period of three years. Such three-year engagement may be extended on an annual basis at the option of the City Manager.

IX. RISK MANAGEMENT POLICIES

- A. The City will maintain a risk management program for public liability, workers' compensation, and loss of property exposures. This program will emphasize the prevention and avoidance of risk, whenever possible, funding for losses which cannot be avoided, and transfer of risk to third parties whenever appropriate.
- B. The risk management process will include the systematic and continuous identification of loss perils and exposures, the analysis of these perils and exposures in terms of frequency and severity probabilities, the application of sound risk control procedures and the financing of risk consistent with the City's financial resources.
- C. If the loss potential in dollars for a particular risk is substantial and cannot be absorbed within the City's annual operating budget, the staff will develop and maintain a program of purchased insurance, funded self-insurance, or debt.
- D. Staff will endeavor to promptly settle justified claims but will vigorously defend claims which are doubtful, frivolous, or unsupported.
- E. Staff will maintain separate self-insurance funds to identify and segregate the financial resources necessary to cover insurance premiums and self-insured retentions.
 1. Revenues into the insurance funds will be generated by charges to operating programs allocated to reflect loss experience.
 2. Resources will be established at the end of each year to fund liability for open claims, incurred but not reported claims, and a catastrophic loss reserve as periodically recommended by an independent actuarial consultant, or as authorized for GAAP.
 3. The Confidence Interval for all risk management reserve funds will be maintained at a minimum of 50% confidence interval.
- F. To assist in the overall administration of the risk management program, the City Council will utilize the following consultants:
 1. Claims adjuster for workers' compensation and public liability/property damage.
 2. Claims auditor, actuarial consultant, and risk management program auditor.
 3. Insurance broker of record.

PASSED AND ADOPTED on this 30th day of June, 2020, by the following vote:

Resolution No.

Page 10

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ESTABLISHING AN APPROPRIATION LIMIT FOR THE FISCAL YEAR 2020-2021

WHEREAS, Government Code section 7900 provides for the implementation of Article XIII B of the California Constitution; and

WHEREAS, Government Code sections 7901 through 7914 provide that each year the City Council shall, by resolution, establish its proceeds of taxes appropriation limit at a regularly scheduled meeting; and

WHEREAS, all documentation used in the determination of the proceeds of taxes appropriation limit has been and will continue to be available to the public from the Chief Financial Officer of the City of Oxnard as required by law; and

WHEREAS, the proceeds of taxes appropriation limit for the fiscal year 2020-2021 is calculated by adjusting the prior fiscal year, 2019-2020; and

WHEREAS, the adjustment factors are:

1. change in the population of the County = -0.38%
2. change in the population of the City = 0.06%
3. change in the per capita income in California = 3.73%; and

WHEREAS, the formula provides that the City can use the greater of either factors 1 or 2, plus factor 3; and

WHEREAS, the City's fiscal year 2020-2021 appropriation limit for proceeds of taxes is determined to be \$374,806,802 using factors 2 and 3.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD resolves as follows: The proceeds of taxes appropriation limit for the fiscal year 2020-2021 is established as \$374,806,802 and the "proceeds of taxes" revenue subject to this limitation is \$133,634,875, an amount well below the established limit. Documentation used in the determination of the proceeds of taxes appropriation limit is available to the public at the City of Oxnard Finance Department, 300 West Third Street, Oxnard, CA 93030.

Resolution No.

P a g e 2

PASSED AND ADOPTED on this 30th day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD
APPROVING THE HOUSING AUTHORITY'S OPERATING BUDGET FOR FISCAL YEAR
2020-2021**

WHEREAS, in accordance with law, a public hearing on this budget was duly scheduled, advertised and held and there was an opportunity for all persons to be heard and for their suggestions or objections to be carefully considered.

NOW, THEREFORE, THE HOUSING AUTHORITY OF THE CITY OF OXNARD HEREBY RESOLVES AS FOLLOWS:

1. Having reviewed the proposed Operating Budget, and the funds included therein for the period of July 1, 2020 through June 30, 2021, the Housing Authority hereby adopts the budget and appropriations for fiscal year 2020-2021 summarized as follows:

Programs	FY 2020-2021 Budget
Low Rent Public Housing	\$ 6,823,749
Housing Choice Voucher (Section 8) Budget	<u>\$23,755,403</u>
Total Cost	\$30,579,152

2. Staff is directed to ensure that the final adopted budget document containing the Housing Authority's operating budget for fiscal year 2020-2021 shall contain all revisions made by the Housing Authority prior to final budget adoption.

PASSED AND ADOPTED on this 30th day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Chairman

ATTEST:

Michelle Ascencion, Secretary Designate

APPROVED AS TO FORM:

Stephen M. Fischer, General Counsel



2020 - 2021 Budget Presentation

BUDGET ADOPTION
June 30, 2020



Overview

1. **Big Picture**
2. **Fiscal Year 2020-2021 Budget**
 - a. All Funds
 - b. General Fund
 - c. Measure O

Pre- and Post-Pandemic Budget Impacts

WARNING: Estimates subject to changes

**FY 2019-2020
PROJECTED
-\$2M
GENERAL FUND
OPERATING DEFICIT**

**PRE-
PANDEMIC**



STABILITY

FY 2019-2020

- Made tough choices
- \$5.3 million in permanent, ongoing budget cuts
- Staff prepared to propose a "status quo" budget for Fiscal Year 2020-2021

**CORONAVIRUS
BUDGET IMPACTS**

FY 2019-2020

-\$8.4M

LOSS IN REVENUE

FY 2020-2021

-\$8.1M

LOSS IN REVENUE

**POST-
PANDEMIC**



RECESSION

FY 2019-2020

- Coronavirus craters City revenues
- Halts all progress



RECOVERY

FY 2020-2021

- Projected revenue losses continue
- Many unknowns
- Use of General Fund reserves



SALES TAX



BUDGET SUSTAINABILITY

- Fully staffed public safety services
- Properly maintained medians and trees
- Properly maintained parks
- Maintain 911 emergency response times
- Timely road maintenance
- Improving ability to respond quickly to natural disasters

3

Budget Considerations Addressing the collapse of revenue

WARNING: Estimates subject to changes

OPTIONS



UTILIZE GENERAL FUND RESERVE

\$8.4M

IN JUST FOUR MONTHS

Reserves could be gone by the end of FY '20-21



**ASK EMPLOYEES TO FREEZE
INCREASES**

\$1.3 M

Awaiting response from some bargaining units



FREEZE MOST HIRING

< \$1M

Some positions are mandated and there is an urgent need



**SCRUB CONTRACTS/
MEMBERSHIPS**

< \$1M

Minimal savings



**LAY-OFF PART-TIME
EMPLOYEES, FIRE ACADEMY**

< \$1M

Estimate hundreds of thousands of dollars in savings



**BORROW UP TO \$10M FROM
EACH OF THE UTILITY
ENTERPRISE FUNDS TO
COVER SALES TAX DEFERRAL**

LOAN

- 10-year repayment plan
- 2% interest (est.)
- Cash flow fix



FURLOUGHS

**TRY TO
AVOID**

City is already lean



**ELIMINATE ENTIRE
PROGRAMS**

**TRY TO
AVOID**

Mid-Year budget review in Jan. 2021 may require adjustments, including eliminating entire programs

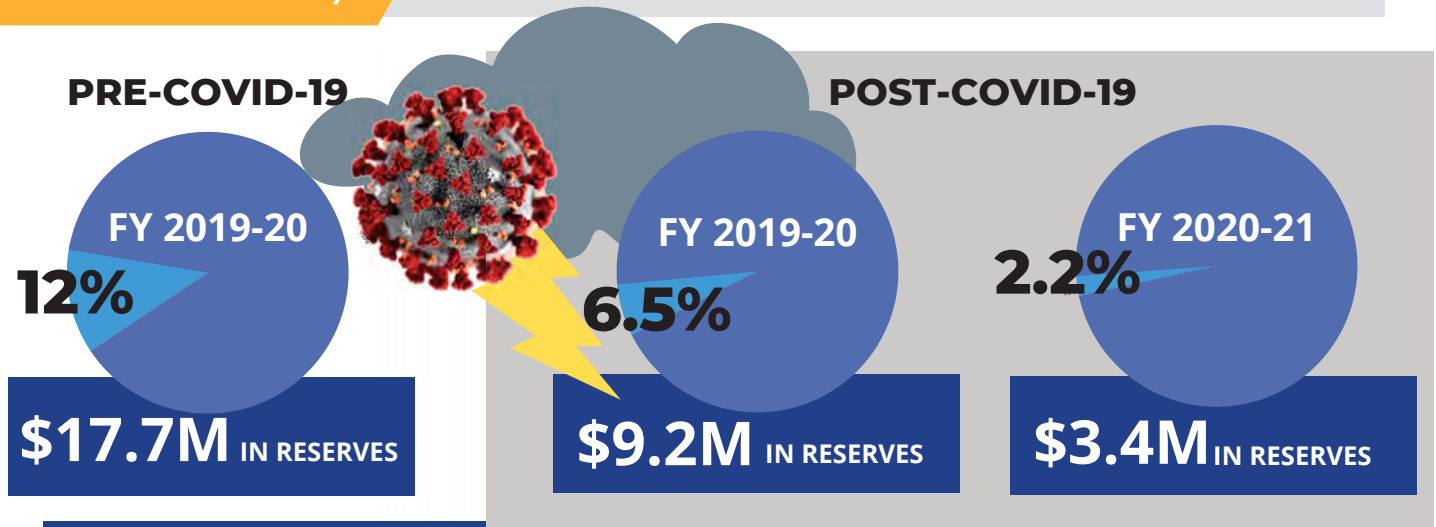
4

Important Policy Reminder - General Fund (101)

City will be operating below reserve policy

RESERVES (RAINY DAY FUND)

The City sets aside a certain amount of funding for an emergency. The City's current reserves are:



Oxnard continues to deplete its reserves. This is not good.
Mid-Year budget review may require adjustments, including program eliminations.

5

FISCAL YEAR 2020 - 2021

Proposed Budget: Summary



FY 2020-21 Proposed Budget



PROPOSED MAJOR GENERAL FUND CHANGES

CITY CLERK



- **\$112K increase** for November 2020 election costs

COMMUNITY DEVELOPMENT



- **\$0.2 million net reduction** in revenue
- **\$0.6 million of expenditure savings** from freezing 7 vacant positions for the entire fiscal year
- **Net benefit to the General Fund of \$0.4 million**

PUBLIC WORKS



- Reallocation of 9 FTE in the Engineering, Design, & Construction Administration Division to the utility enterprise funds, to work on utility projects, rather than on General Fund projects
- Resulting **savings to the General Fund will be \$0.9 million**

7

FY 2020-21 Proposed Budget



PROPOSED MAJOR GENERAL FUND CHANGES



FIRE DEPARTMENT

- **Savings in overtime of \$876,000** from redeployment of the paramedic squad
- **Increase of \$1,000,000 for station coverage** and overtime required for minimum staffing
- Combined, these two recommendations **add \$124,000 to General Fund expenditures**

8

FY 2020-21 Proposed Budget



PROPOSED MAJOR GENERAL FUND CHANGES



POLICE DEPARTMENT

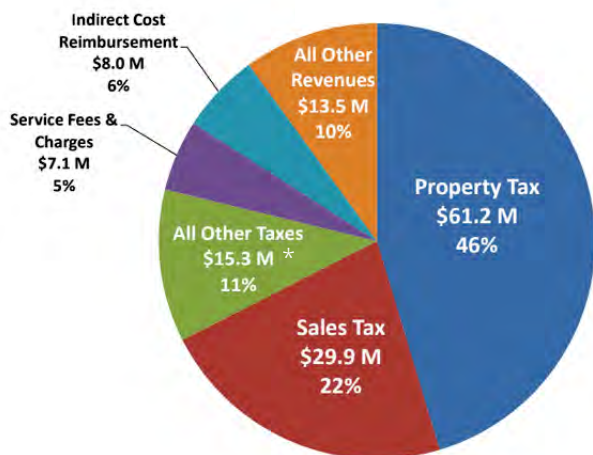
- **Reduced revenue of \$0.4 million** due to Oxnard School District's cancellation of contract for School Resource Officers
- Offset by **\$1.8 million due mostly to reduced expenditures** from the elimination of vacant positions. This includes **11 sworn positions** and **6 non-sworn positions**
- Combined, **save \$1.4 million for the General Fund**

9

General Fund FY 2020-21: Revenues & Expenditures

Revenue Sources

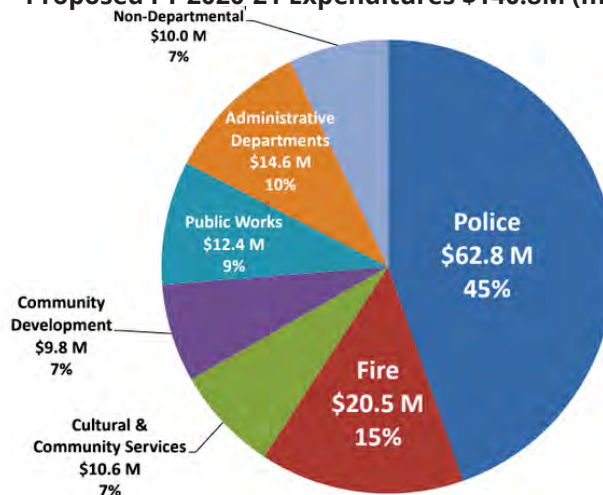
Proposed FY 2020-21 Revenue Sources \$135M (millions)



*INCLUDES DEED TRANSFER TAX

Expenses (By Department)

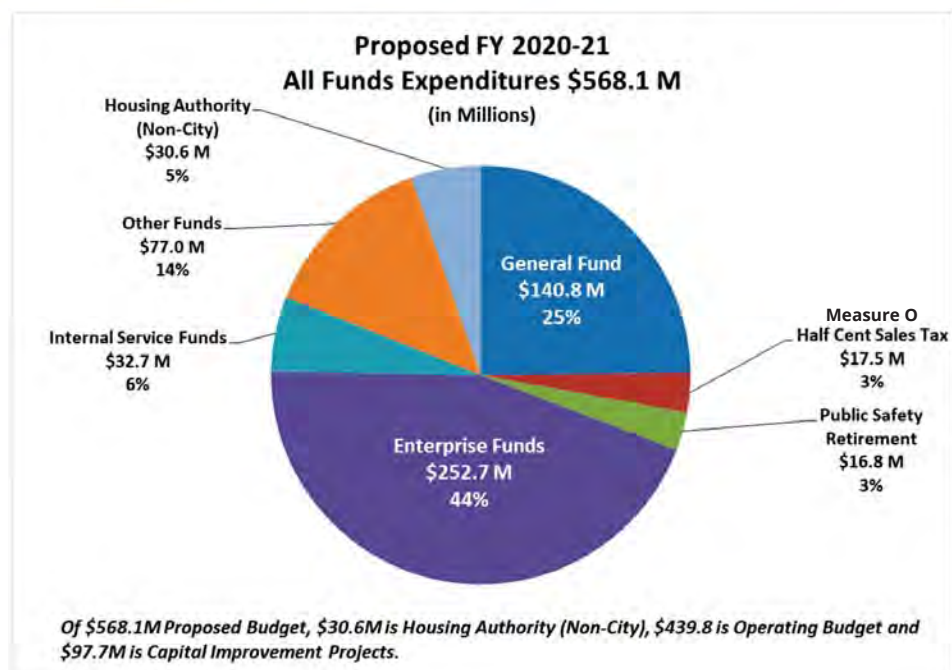
Proposed FY 2020-21 Expenditures \$140.8M (millions)**



**\$5.8M proposed operating deficit after recommended reductions

10

BUDGET OVERVIEW - ALL FUNDS EXPENDITURES

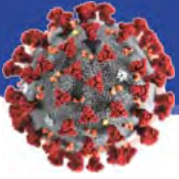


11

Measure O FY 2020-21: Revenues & Expenditures

	FY19-20 Year-End Estimates (in Millions)	FY20-21 Proposed Budget (in Millions)
Beginning Unreserved Fund Balance	\$12.3	\$3.4
Revenues:		
Half Cent Sales Tax	\$13.5	\$13.2
General Fund Loan Payment	\$1.9	\$1.9
Interest Income	\$.2	\$.2
Total Revenues	\$15.5	\$15.2
Expenditures by Category:		
Public Safety & Gang Prevention Total	\$13.6	\$10.8
Traffic & Road Improvements Total	\$2.2	\$2.2
Parks & Open Spaces Total	\$3.3	\$3.0
Other Community Improvement Total	\$2.1	\$1.5
Total Expenditures	\$21.3	\$17.5
Net Annual Activity	-\$5.8	-\$2.2
Estimated Multi-Year Projects Carryover to FY20-21	\$3.1	
Projected Ending Unreserved Fund Balance	\$3.4	\$1.2

12



Budget Impacts: Federal Bailout

Lots of Questions, No Answers

- How much?
- What form?
- When?

Oxnard's Underlying Conditions

- Unless the bailout is \$17M or more, the 2020-21 budget does not change
- A bailout will NOT resolve **Oxnard's unsustainable fiscal condition**

13

City of Oxnard Shortfall After Budget Balancing Actions

- Internal loans of \$16M in FY14-15 (repaid in 10 years at 3% interest)
- \$11M in budget cuts (or combination of cuts and new revenues)
- Cures shortfalls and restores balance over time

(\$ in Millions)	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24
Property Tax	\$41.2	\$45.0	\$46.6	\$47.8	\$47.9	\$49.6	\$51.6	\$53.6	\$55.2	\$56.8	\$58.5
Sales Tax	25.1	30.2	27.2	29.7	29.4	30.6	32.3	34.0	35.1	36.2	37.3
Other Revenue	40.8	41.4	41.6	42.4	42.2	43.2	44.4	45.6	46.5	47.4	48.3
Total Revenue	107.1	116.6	115.4	119.9	119.5	123.4	128.3	133.2	136.8	140.4	144.1
Staff (excl. Pension)	73.7	73.8	73.9	76.6	79.4	82.3	85.3	88.4	91.7	95.1	98.6
Pension	5.6	7.4	13.1	13.6	13.9	14.3	14.7	14.7	14.8	14.8	14.9
Other O&M	23.8	27.7	27.7	27.8	28.4	29.0	29.6	30.2	30.8	31.4	32.1
Debt Service	4.5	4.5	4.1	4.0	4.0	3.6	3.3	2.9	2.8	2.9	2.9
Total Expenditures	107.6	113.4	118.8	122.0	125.7	129.2	132.8	136.2	140.1	144.2	148.5
Net Annual	(0.6)	3.2	(3.4)	(2.1)	(6.2)	(5.8)	(4.6)	(3.0)	(3.3)	(3.8)	(4.4)
Deficit Transfers	(0.9)	(16.9)	(4.9)	(3.7)	(4.0)	(4.4)	(4.7)	(5.0)	(5.4)	(5.7)	(6.0)
Loan Proceeds	0.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Loan Repayments	0.0	0.0	(1.9)	(1.9)	(1.9)	(1.9)	(1.9)	(1.9)	(1.9)	(1.9)	(1.9)
Budget Cuts	0.0	0.0	11.0	11.3	11.7	12.0	12.4	12.8	13.1	13.5	13.9
Revised Net Annual	(1.5)	2.4	0.8	3.6	(0.5)	0.0	1.2	2.9	2.6	2.2	1.6

14

Pre- and Post-Pandemic Budget Impacts

WARNING: Estimates subject to changes

**FY 2019-2020
PROJECTED**

-\$2M

GENERAL FUND
OPERATING DEFICIT

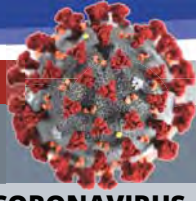
**PRE-
PANDEMIC**



STABILITY

FY 2019-2020

- Made tough choices
- \$5.3 million in permanent, ongoing budget cuts
- Staff prepared to propose a "status quo" budget for Fiscal Year 2020-2021



**CORONAVIRUS
BUDGET IMPACTS**

FY 2019-2020

-\$8.4M

LOSS IN REVENUE

FY 2020-2021

-\$8.1M

LOSS IN REVENUE

**POST-
PANDEMIC**



RECESSION

FY 2019-2020

- Coronavirus craters City revenues
- Halts all progress



RECOVERY

FY 2020-2021

- Projected revenue losses continue
- Many unknowns
- Use of General Fund reserves



SALES TAX



BUDGET SUSTAINABILITY

- Fully staffed public safety services
- Properly maintained medians and trees
- Properly maintained parks
- Maintain 911 emergency response times
- Timely road maintenance
- Improving ability to respond quickly to natural disasters

15



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. L.2

DATE: June 30, 2020

TO: Housing Authority Board

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

SUBJECT: Housing Authority: Low Rent Public Housing and Housing Choice Voucher Program Budgets for Fiscal Year 20-21. (10/10/10)

RECOMMENDATION

That the Board of Commissioners of the Oxnard Housing Authority:

1. Adopt a resolution approving the recommended \$6,823,749 operating budget for the Low Rent Public Housing Program for Fiscal Year 20-21, as presented for each project area, and approve and authorize the use of \$526,821 of unrestricted cash to fund the projected deficit; and
2. Adopt a resolution approving the recommended \$23,755,403 operating budget for the Housing Choice Voucher Program for Fiscal Year 20-21 and approve and authorize the use of \$377,126 of unrestricted cash to fund the projected deficit.

BACKGROUND

The Department of Housing and Urban Development ("HUD") requires that project-based budgets be approved by the Board prior to the start of the fiscal year. The Low Rent Public Housing Program project-based budget pertains exclusively to the 520 public housing units that are owned and operated by the Oxnard Housing Authority. The recommended operating budget for all public housing projects is \$6,823,749. Of this amount, \$1,146,677 consists of indirect administrative costs which HUD categorizes as the "Central Office Cost Center" (COCC). The operating budgets, if adopted as recommended, would result in a deficit of \$365,438 for the Central Office Cost Center, and the combined project sites have a deficit of \$161,383 totaling \$526,821.

The Low Rent Public Housing Program is funded primarily with two sources of income: tenant rental income and operating subsidy HUD. The amount of operating subsidy received is based upon a HUD determined formula, which considers the estimated costs to run each Public Housing development and reduces that by the amount of tenant rental income received by each development. The Central Office Cost Center operates on HUD's determined fee revenue generated from public housing including a management fee, a bookkeeping fee, and an asset management fee.

The Housing Choice Voucher (HCV) budget pertains exclusively to the 1,840 Housing Choice Vouchers administered by the Oxnard Housing Authority. The recommended operating budget of \$23,755,403 is comprised of two parts including the housing assistance payments (HAP) to property owners to subsidize rent and the administrative fees used to operate the administration of the Housing Choice Voucher program. The housing assistance payment portion of the program is anticipated to be approximately \$21,289,320 for rental subsidies passed directly through the Oxnard Housing Authority from HUD to the private landlords in the community. The administrative operations are estimated to be \$2,466,083 which will result in a deficit of \$377,126; however, this will leave the unrestricted cash fund balance of \$592,501 or 24% of the annual operating costs.

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 2. Address homelessness through the development and implementation of a multi-tiered strategy.

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

FINANCIAL IMPACT

As of April 30, 2020, the Authority's Central Office Cost Center Unrestricted Cash and Investments are approximately \$1,025,455 or 89% of annual indirect administrative operating costs. Therefore, it is anticipated that the Oxnard Housing Authority will require the use of approximately \$365,438 in Central Office Cost Center cash reserves in Fiscal Year 20-21. This will leave a balance of \$660,017 in the Central Office Cost Center Unrestricted Cash and Investments funds. This amount represents 58% of the Public Housing Program's annual operating indirect administrative costs.

It is anticipated that the public housing projects will require the use of \$161,383 of cash reserves. As of April 30, 2020, the projects had in excess of \$9 million in Unrestricted Cash and Investments. These funds are restricted in the sense that they cannot be used to fund deficits of the Central Office Cost Center, nor can they be used to fund the Housing Choice Voucher program's deficit.

As of April 30, 2020, the Housing Choice Voucher Program's Unrestricted Cash and Investments are \$969,627 or 39% of annual operating costs. It is anticipated that the Oxnard Housing Authority will require the use of approximately \$377,126 of these funds in Fiscal Year 20-21. This will leave a balance of \$592,501 which represents 24% of the annual operating costs.

COMMITTEE OUTCOME

This item did not originate in Committee. However, an overview of the Housing Authority, was presented to the Housing and Economic Development Committee on June 23, 2020. This report was printed prior to the Committee review.

Prepared by: Rhonda Hodge, Housing Finance Officer

ATTACHMENTS

1. Low Rent Public Housing Resolution
2. Low Rent Public Housing Budget
3. HUD form 52574
4. Housing Choice Voucher Resolution
5. Housing Choice Voucher Budget
6. OHA FY 2020-2021 Budget Presentation

RESOLUTION NO. _____

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING AND
ADOPTING THE LOW RENT PUBLIC HOUSING PROGRAM OPERATING BUDGET FOR
FISCAL YEAR 2021

WHEREAS, the Housing Authority of the City of Oxnard (Authority) has prepared the Low Rent Public Housing Program Operating Budgets now totaling \$6,823,749 for the fiscal year 2021; and

WHEREAS, the budgeted expenditures are necessary for the efficient and economical operation of the Authority for the purpose of serving low-income families; and

WHEREAS, the budget for the fiscal year 2021 indicates a source of funding adequate to cover all proposed expenditures; and

WHEREAS, the budgeted rental charges and expenditures will be consistent with the provisions of law and the Annual Contribution Contract; and

WHEREAS, the United States Department of Housing and Urban Development (HUD) requires the Authority to certify that no Authority employee is serving in a variety of positions which will exceed a 100% allocation of their time.

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

1. That the Low Rent Public Housing Program Operating Budgets (Operating Budgets) for the fiscal year 2021 totaling \$6,823,749 available on file at the Housing Department and incorporated full herein by this reference is approved and adopted.
2. That no Authority employee reflected in the Operating Budgets is serving in a variety of positions which will exceed 100% allocation of their time.

APPROVED AND ADOPTED this 30th day of June 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Chairman

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, Secretary Designate

Stephen M. Fischer, General Counsel

**OXNARD HOUSING AUTHORITY
LOW RENT PUBLIC HOUSING
PROPOSED FY 2021 BUDGET**

	311	312	313	314	315	317	318	COCC	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
INCOME									
TENANT INCOME									
Rental Income									
Tenant Rent	\$ -	\$ 1,143,696.00	\$ 775,704.00	\$ 907,068.00	\$ 183,696.00	\$ 1,006,560.00	\$ 413,388.00	\$ -	\$ 4,430,112.00
Total Rental Income	\$ -	\$ 1,143,696.00	\$ 775,704.00	\$ 907,068.00	\$ 183,696.00	\$ 1,006,560.00	\$ 413,388.00	\$ -	\$ 4,430,112.00
Other Tenant Income									
Laundry and Vending	\$ -	\$ -	\$ -	\$ -	\$ 1,502.00	\$ -	\$ 5,562.00	\$ -	\$ 7,064.00
Maintenance Charge	\$ -	\$ 4,204.00	\$ 1,518.00	\$ 3,919.00	\$ 1,451.00	\$ 4,160.00	\$ 2,281.00	\$ -	\$ 17,533.00
Late Charges	\$ -	\$ 50.00	\$ 25.00	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ 125.00
NSF Charges	\$ -	\$ 50.00	\$ 25.00	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ 150.00
Cable Charges	\$ -	\$ 11,560.00	\$ 8,092.00	\$ 11,560.00	\$ 5,780.00	\$ 11,560.00	\$ 11,560.00	\$ -	\$ 60,112.00
Total Other Tenant Income	\$ -	\$ 15,864.00	\$ 9,660.00	\$ 15,604.00	\$ 8,733.00	\$ 15,720.00	\$ 19,403.00	\$ -	\$ 84,984.00
NET TENANT INCOME	\$ -	\$ 1,159,560.00	\$ 785,364.00	\$ 922,672.00	\$ 192,429.00	\$ 1,022,280.00	\$ 432,791.00	\$ -	\$ 4,515,096.00
GRANT INCOME									
HUD PHA Operating Grants/Subsidy	\$ 342,055.00	\$ 1,513.00	\$ 1,059.00	\$ 63,244.00	\$ 138,308.00	\$ 1,513.00	\$ 212,452.00	\$ -	\$ 760,144.00
TOTAL GRANT INCOME	\$ 342,055.00	\$ 1,513.00	\$ 1,059.00	\$ 63,244.00	\$ 138,308.00	\$ 1,513.00	\$ 212,452.00	\$ -	\$ 760,144.00
OTHER INCOME									
Investment Income-Unrestricted	\$ 34,033.00	\$ 37,376.00	\$ 32,086.00	\$ 32,663.00	\$ 9,870.00	\$ 38,160.00	\$ 19,884.00	\$ 32,449.00	\$ 236,521.00
Management Fee Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 591,911.00	\$ 591,911.00
Asset Mgmt Fee Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,400.00	\$ 62,400.00
Bookkeeping Fee Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,863.00	\$ 45,863.00
Fee for Service Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,735.00	\$ 4,735.00
IT Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,960.00	\$ 26,960.00
IT Fees - outside party	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,335.00	\$ 7,335.00
Fraud Recovery-Adm Fee	\$ 2,900.00	\$ 900.00	\$ 1,200.00	\$ 450.00	\$ -	\$ -	\$ -	\$ -	\$ 5,450.00
Non-Dwelling Rental Income	\$ -	\$ -	\$ -	\$ 30,360.00	\$ -	\$ -	\$ -	\$ 9,431.00	\$ 39,791.00
Misc Other Income	\$ -	\$ 180.00	\$ 57.00	\$ 82.00	\$ 48.00	\$ 83.00	\$ 117.00	\$ 155.00	\$ 722.00
TOTAL OTHER INCOME	\$ 36,933.00	\$ 38,456.00	\$ 33,343.00	\$ 63,555.00	\$ 9,918.00	\$ 38,243.00	\$ 20,001.00	\$ 781,239.00	\$ 1,021,688.00
TOTAL INCOME	\$ 378,988.00	\$ 1,199,529.00	\$ 819,766.00	\$ 1,049,471.00	\$ 340,655.00	\$ 1,062,036.00	\$ 665,244.00	\$ 781,239.00	\$ 6,296,928.00
EXPENSES									
ADMINISTRATIVE									
Administrative Salaries									

**OXNARD HOUSING AUTHORITY
LOW RENT PUBLIC HOUSING
PROPOSED FY 2021 BUDGET**

	311	312	313	314	315	317	318	COCC	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
Administrative Salaries	\$ -	\$ 121,736.00	\$ 96,038.00	\$ 122,636.00	\$ 60,506.00	\$ 129,065.00	\$ 118,884.00	\$ 600,451.00	\$ 1,249,316.00
Administrative Temp Help	\$ -	\$ 30,534.00	\$ 21,371.00	\$ 30,534.00	\$ 18,774.00	\$ 30,532.00	\$ 37,554.00	\$ -	\$ 169,299.00
Employee Benefit Contribution-Admin	\$ -	\$ 69,347.00	\$ 56,101.00	\$ 69,911.00	\$ 34,390.00	\$ 74,422.00	\$ 67,333.00	\$ 343,812.00	\$ 715,316.00
Total Administrative Salaries	\$ -	\$ 221,617.00	\$ 173,510.00	\$ 223,081.00	\$ 113,670.00	\$ 234,019.00	\$ 223,771.00	\$ 944,263.00	\$ 2,133,931.00
Legal Expense									
Court Costs	\$ -	\$ 570.00	\$ -	\$ -	\$ 430.00	\$ -	\$ 395.00	\$ -	\$ 1,395.00
Tenant Screening	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 600.00	\$ 2,000.00	\$ 1,200.00	\$ -	\$ 9,800.00
Total Legal Expense	\$ -	\$ 2,570.00	\$ 2,000.00	\$ 2,000.00	\$ 1,030.00	\$ 2,000.00	\$ 1,595.00	\$ -	\$ 11,195.00
Other Admin Expenses									
Staff Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,591.00	\$ 1,591.00
Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,132.00	\$ 1,132.00
Auditing Fees	\$ 3,065.00	\$ 2,070.00	\$ 1,446.00	\$ 2,066.00	\$ 1,033.00	\$ 2,066.00	\$ 2,066.00	\$ 1,126.00	\$ 14,938.00
Management Fee	\$ 69,000.00	\$ 106,416.00	\$ 74,491.00	\$ 106,416.00	\$ 53,208.00	\$ 106,416.00	\$ 106,416.00	\$ -	\$ 622,363.00
Asset Management Fees	\$ -	\$ 12,000.00	\$ 8,400.00	\$ 12,000.00	\$ 6,000.00	\$ 12,000.00	\$ 12,000.00	\$ -	\$ 62,400.00
Bookkeeping Fees	\$ -	\$ 8,820.00	\$ 6,174.00	\$ 8,820.00	\$ 4,410.00	\$ 8,819.00	\$ 8,820.00	\$ -	\$ 45,863.00
Total Other Admin Expenses	\$ 72,065.00	\$ 129,306.00	\$ 90,511.00	\$ 129,302.00	\$ 64,651.00	\$ 129,301.00	\$ 129,302.00	\$ 3,849.00	\$ 748,287.00
Miscellaneous Admin Expenses									
Membership and Fees	\$ -	\$ 100.00	\$ 65.00	\$ 92.00	\$ 46.00	\$ 93.00	\$ 92.00	\$ 1,320.00	\$ 1,808.00
Publications	\$ -	\$ 105.00	\$ 74.00	\$ 105.00	\$ 53.00	\$ 106.00	\$ 105.00	\$ 20.00	\$ 568.00
Advertising	\$ -	\$ 240.00	\$ 166.00	\$ 238.00	\$ 120.00	\$ 238.00	\$ 235.00	\$ 735.00	\$ 1,972.00
Office Supplies	\$ -	\$ 380.00	\$ 265.00	\$ 307.00	\$ 142.00	\$ 343.00	\$ 316.00	\$ 956.00	\$ 2,709.00
Fuel-Administrative	\$ -	\$ 200.00	\$ 155.00	\$ 220.00	\$ 170.00	\$ 393.00	\$ 216.00	\$ 1,370.00	\$ 2,724.00
City Overhead	\$ 647.00	\$ 8,422.00	\$ 6,719.00	\$ 10,943.00	\$ 4,382.00	\$ 10,535.00	\$ 14,427.00	\$ 24,261.00	\$ 80,336.00
Telephone	\$ -	\$ 3,520.00	\$ 2,461.00	\$ 5,140.00	\$ 9,756.00	\$ 3,420.00	\$ 9,205.00	\$ 10,199.00	\$ 43,701.00
Postage	\$ -	\$ 770.00	\$ 513.00	\$ 733.00	\$ 195.00	\$ 740.00	\$ 336.00	\$ 1,577.00	\$ 4,864.00
Paper	\$ -	\$ 320.00	\$ 224.00	\$ 193.00	\$ 53.00	\$ 236.00	\$ 106.00	\$ 1,000.00	\$ 2,132.00
Copiers	\$ -	\$ 785.00	\$ 549.00	\$ 784.00	\$ 392.00	\$ 784.00	\$ 784.00	\$ 3,204.00	\$ 7,282.00
Printer Supplies/Services	\$ -	\$ 626.00	\$ 446.00	\$ 607.00	\$ 257.00	\$ 551.00	\$ 617.00	\$ 1,270.00	\$ 4,374.00
Misc Computer Equipment	\$ -	\$ 1,561.00	\$ 1,107.00	\$ 360.00	\$ 255.00	\$ 630.00	\$ 221.00	\$ 4,485.00	\$ 8,619.00
Internet	\$ -	\$ 1,101.00	\$ 771.00	\$ 1,001.00	\$ 1,524.00	\$ 995.00	\$ 1,520.00	\$ 3,090.00	\$ 10,002.00
Software/Maintenance Fees	\$ -	\$ 3,899.00	\$ 2,730.00	\$ 4,006.00	\$ 2,153.00	\$ 3,977.00	\$ 2,135.00	\$ 6,782.00	\$ 25,682.00
Cell Phones/Pagers	\$ 30.00	\$ 600.00	\$ 441.00	\$ 884.00	\$ 301.00	\$ 850.00	\$ 598.00	\$ 3,299.00	\$ 7,003.00
Small Office Equipment	\$ -	\$ 237.00	\$ 79.00	\$ 134.00	\$ 56.00	\$ 129.00	\$ 376.00	\$ 75.00	\$ 1,086.00
Bank Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,801.00	\$ 11,801.00
Cable Charges	\$ -	\$ 11,560.00	\$ 8,092.00	\$ 11,560.00	\$ 5,780.00	\$ 11,560.00	\$ 11,560.00	\$ -	\$ 60,112.00
Other Misc Admin Expenses	\$ -	\$ 748.00	\$ 524.00	\$ 746.00	\$ 90.00	\$ 751.00	\$ 641.00	\$ 436.00	\$ 3,936.00
Storage	\$ 200.00	\$ 131.00	\$ 93.00	\$ 254.00	\$ 45.00	\$ 192.00	\$ 60.00	\$ 470.00	\$ 1,445.00
Total Miscellaneous Admin Expenses	\$ 877.00	\$ 35,305.00	\$ 25,474.00	\$ 38,307.00	\$ 25,770.00	\$ 36,523.00	\$ 43,550.00	\$ 76,350.00	\$ 282,156.00
TOTAL ADMINISTRATIVE EXPENSES	\$ 72,942.00	\$ 388,798.00	\$ 291,495.00	\$ 392,690.00	\$ 205,121.00	\$ 401,843.00	\$ 398,218.00	\$ 1,024,462.00	\$ 3,175,569.00

**OXNARD HOUSING AUTHORITY
LOW RENT PUBLIC HOUSING
PROPOSED FY 2021 BUDGET**

	311	312	313	314	315	317	318	COCC	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
TENANT SERVICES									
Tenant Services Salaries	\$ -	\$ 741.00	\$ 527.00	\$ 869.00	\$ 450.00	\$ 822.00	\$ 3,140.00	\$ -	\$ 6,549.00
Employee Benefit Contributions-Tenant Svcs.	\$ -	\$ 393.00	\$ 280.00	\$ 461.00	\$ 239.00	\$ 449.00	\$ 1,715.00	\$ -	\$ 3,537.00
Resident Council	\$ -	\$ 1,440.00	\$ 1,019.00	\$ 1,411.00	\$ 698.00	\$ 1,441.00	\$ 1,426.00	\$ -	\$ 7,435.00
Other Tenant Svcs.-OHA	\$ -	\$ 960.00	\$ 679.00	\$ 941.00	\$ 466.00	\$ 959.00	\$ 951.00	\$ -	\$ 4,956.00
Tenant Services Contract Costs	\$ -	\$ 706.00	\$ 495.00	\$ 3,600.00	\$ 2,400.00	\$ 3,600.00	\$ 2,400.00	\$ -	\$ 13,201.00
TOTAL TENANT SERVICES EXPENSES	\$ -	\$ 4,240.00	\$ 3,000.00	\$ 7,282.00	\$ 4,253.00	\$ 7,271.00	\$ 9,632.00	\$ -	\$ 35,678.00
UTILITIES									
Water	\$ -	\$ 69,586.00	\$ 56,832.00	\$ 59,773.00	\$ 11,321.00	\$ 70,788.00	\$ 22,198.00	\$ 2,563.00	\$ 293,061.00
Electricity	\$ -	\$ 8,240.00	\$ 8,449.00	\$ 17,060.00	\$ 35,389.00	\$ 16,766.00	\$ 59,036.00	\$ 17,468.00	\$ 162,408.00
Electricity-Vacant Units	\$ -	\$ 194.00	\$ 155.00	\$ 672.00	\$ -	\$ 571.00	\$ -	\$ -	\$ 1,592.00
Gas	\$ -	\$ 380.00	\$ 266.00	\$ 1,215.00	\$ 12,361.00	\$ 641.00	\$ 26,434.00	\$ 611.00	\$ 41,908.00
Gas-Vacant Units	\$ -	\$ 126.00	\$ 95.00	\$ 587.00	\$ -	\$ 465.00	\$ -	\$ -	\$ 1,273.00
Garbage/Trash Removal	\$ -	\$ 38,906.00	\$ 47,106.00	\$ 49,862.00	\$ 5,776.00	\$ 55,620.00	\$ 10,480.00	\$ 2,428.00	\$ 210,178.00
Dump Expense	\$ 2,750.00	\$ 1,074.00	\$ 971.00	\$ 1,564.00	\$ 130.00	\$ 1,209.00	\$ 327.00	\$ 40.00	\$ 8,065.00
Sewer	\$ -	\$ 54,508.00	\$ 40,145.00	\$ 44,610.00	\$ 11,297.00	\$ 47,211.00	\$ 24,283.00	\$ 1,031.00	\$ 223,085.00
TOTAL UTILITY EXPENSES	\$ 2,750.00	\$ 173,014.00	\$ 154,019.00	\$ 175,343.00	\$ 76,274.00	\$ 193,271.00	\$ 142,758.00	\$ 24,141.00	\$ 941,570.00
MAINTENANCE AND OPERATIONS									
General Maint Expense									
Maintenance Salaries	\$ -	\$ 67,218.00	\$ 48,049.00	\$ 92,305.00	\$ 34,321.00	\$ 79,431.00	\$ 68,718.00	\$ 1,000.00	\$ 391,042.00
Maintenance Labor-Grounds	\$ 16,764.00	\$ 14,144.00	\$ 19,383.00	\$ 53,810.00	\$ 11,153.00	\$ 49,220.00	\$ 24,702.00	\$ 13,567.00	\$ 202,743.00
Maintenance - Temporary Labor	\$ -	\$ 33,839.00	\$ 23,685.00	\$ 33,821.00	\$ 16,928.00	\$ 33,875.00	\$ 33,821.00	\$ -	\$ 175,969.00
Maintenance OT	\$ -	\$ 14,800.00	\$ 10,365.00	\$ 14,810.00	\$ 7,400.00	\$ 14,828.00	\$ 14,810.00	\$ -	\$ 77,013.00
Grounds - OT	\$ 27,400.00	\$ 1,515.00	\$ 1,729.00	\$ 2,945.00	\$ 590.00	\$ 4,271.00	\$ 2,300.00	\$ 785.00	\$ 41,535.00
Employee Benefits Contribution-Maint.	\$ 8,729.00	\$ 45,877.00	\$ 42,857.00	\$ 100,180.00	\$ 29,558.00	\$ 81,730.00	\$ 52,902.00	\$ 7,989.00	\$ 369,822.00
Maintenance Uniforms	\$ -	\$ 250.00	\$ 250.00	\$ 500.00	\$ 250.00	\$ 500.00	\$ 350.00	\$ 335.00	\$ 2,435.00
Vehicle Gas, Oil, Grease	\$ 250.00	\$ 3,302.00	\$ 2,418.00	\$ 5,540.00	\$ 2,080.00	\$ 4,845.00	\$ 3,468.00	\$ 200.00	\$ 22,103.00
Total General Maint Expense	\$ 53,143.00	\$ 180,945.00	\$ 148,736.00	\$ 303,911.00	\$ 102,280.00	\$ 268,700.00	\$ 201,071.00	\$ 23,876.00	\$ 1,282,662.00
Materials									
Supplies-Paint	\$ -	\$ 2,262.00	\$ 1,645.00	\$ 4,541.00	\$ 783.00	\$ 3,341.00	\$ 990.00	\$ 75.00	\$ 13,637.00
Supplies-Grounds	\$ -	\$ 381.00	\$ 185.00	\$ 1,051.00	\$ 131.00	\$ 881.00	\$ 505.00	\$ 514.00	\$ 3,648.00
Supplies-Appliance	\$ -	\$ 10,990.00	\$ 13,685.00	\$ 15,851.00	\$ 9,503.00	\$ 1,940.00	\$ 5,892.00	\$ -	\$ 57,861.00
Supplies-Plumbing	\$ -	\$ 7,120.00	\$ 9,672.00	\$ 17,326.00	\$ 1,520.00	\$ 10,933.00	\$ 13,413.00	\$ 86.00	\$ 60,070.00
Supplies-Electrical	\$ -	\$ 6,462.00	\$ 9,530.00	\$ 11,757.00	\$ 5,879.00	\$ 9,812.00	\$ 8,845.00	\$ 159.00	\$ 52,444.00
Supplies-Building Repairs	\$ 2,500.00	\$ 2,916.00	\$ 3,094.00	\$ 4,973.00	\$ 1,992.00	\$ 5,806.00	\$ 5,287.00	\$ -	\$ 26,568.00
Supplies-Windows	\$ -	\$ 1,883.00	\$ 283.00	\$ 2,677.00	\$ 2,324.00	\$ 864.00	\$ 647.00	\$ -	\$ 8,678.00

**OXNARD HOUSING AUTHORITY
LOW RENT PUBLIC HOUSING
PROPOSED FY 2021 BUDGET**

	311	312	313	314	315	317	318	COCC	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
Supplies-Locks	\$ -	\$ 277.00	\$ 1,274.00	\$ 885.00	\$ 860.00	\$ 507.00	\$ 1,233.00	\$ 235.00	\$ 5,271.00
Supplies-Janitorial/Cleaning	\$ -	\$ 795.00	\$ 473.00	\$ 2,486.00	\$ 460.00	\$ 722.00	\$ 2,251.00	\$ 1,190.00	\$ 8,377.00
Supplies-Safety	\$ -	\$ 991.00	\$ 874.00	\$ 1,068.00	\$ 445.00	\$ 797.00	\$ 1,178.00	\$ 735.00	\$ 6,088.00
Tools and Equipment	\$ -	\$ 1,506.00	\$ 1,117.00	\$ 2,295.00	\$ 657.00	\$ 1,079.00	\$ 1,827.00	\$ 75.00	\$ 8,556.00
Grounds Tools and Equipment	\$ -	\$ 302.00	\$ 277.00	\$ 984.00	\$ 128.00	\$ 779.00	\$ 141.00	\$ 27.00	\$ 2,638.00
Total Materials	\$ 2,500.00	\$ 35,885.00	\$ 42,109.00	\$ 65,894.00	\$ 24,682.00	\$ 37,461.00	\$ 42,209.00	\$ 3,096.00	\$ 253,836.00
Contract Costs									
Contract-Fire Alarm/Extinguisher	\$ -	\$ 1,247.00	\$ 1,270.00	\$ 3,270.00	\$ 4,052.00	\$ 1,644.00	\$ 5,547.00	\$ 3,177.00	\$ 20,207.00
Contract-Building Repairs-Misc	\$ -	\$ 2,520.00	\$ 1,070.00	\$ 6,560.00	\$ 1,020.00	\$ -	\$ 3,280.00	\$ -	\$ 14,450.00
Contract-Unit Turnaround	\$ -	\$ 3,900.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 6,300.00	\$ 4,000.00	\$ -	\$ 22,200.00
Contract-Painting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,000.00	\$ -	\$ -	\$ 95,000.00
Contract-Electrical	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ -	\$ 250.00
Contract-Pest Control	\$ -	\$ 13,000.00	\$ 2,300.00	\$ 2,500.00	\$ 7,897.00	\$ 3,782.00	\$ 40,144.00	\$ -	\$ 69,623.00
Contract-Floor Covering	\$ -	\$ -	\$ 1,000.00	\$ 9,236.00	\$ 400.00	\$ 1,022.00	\$ 1,900.00	\$ -	\$ 13,558.00
Contract-Grounds	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 867.00	\$ -	\$ -	\$ 1,867.00
Contract-Janitorial/Cleaning	\$ -	\$ 4,750.00	\$ 3,590.00	\$ 10,943.00	\$ 9,580.00	\$ 3,413.00	\$ 11,218.00	\$ 8,920.00	\$ 52,414.00
Contract-Plumbing	\$ -	\$ 13,500.00	\$ 1,440.00	\$ 9,000.00	\$ 2,570.00	\$ 13,792.00	\$ 7,512.00	\$ -	\$ 47,814.00
Contract-HVAC	\$ -	\$ 483.00	\$ 323.00	\$ 1,066.00	\$ 5,243.00	\$ 330.00	\$ 6,515.00	\$ 5,750.00	\$ 19,710.00
Contract-Vehicle Maintenance	\$ 280.00	\$ 2,800.00	\$ 2,000.00	\$ 2,800.00	\$ 1,400.00	\$ 2,880.00	\$ 2,800.00	\$ 2,360.00	\$ 17,320.00
Contract-Equipment Rental	\$ -	\$ 27.00	\$ 65.00	\$ 80.00	\$ -	\$ 65.00	\$ 90.00	\$ -	\$ 327.00
Contract-Equipment Repair	\$ -	\$ 273.00	\$ 275.00	\$ 530.00	\$ 1,090.00	\$ 586.00	\$ 1,215.00	\$ 102.00	\$ 4,071.00
Contract-Elevator Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 3,850.00	\$ -	\$ 5,875.00	\$ 2,004.00	\$ 11,729.00
Contract-Alarm Monitoring	\$ -	\$ 1,502.00	\$ 250.00	\$ 1,800.00	\$ 1,732.00	\$ 442.00	\$ 1,235.00	\$ 1,900.00	\$ 8,861.00
Contract-Tree Trimming	\$ -	\$ 3,000.00	\$ 7,000.00	\$ 18,867.00	\$ 600.00	\$ 6,150.00	\$ 300.00	\$ 642.00	\$ 36,559.00
Contract-IT Contracts	\$ -	\$ 3,051.00	\$ 2,331.00	\$ 3,024.00	\$ 2,625.00	\$ 4,002.00	\$ 6,372.00	\$ -	\$ 21,405.00
Contract-Lock Outs	\$ -	\$ -	\$ -	\$ 25.00	\$ 225.00	\$ 68.00	\$ 1,250.00	\$ -	\$ 1,568.00
Contract-Inspections	\$ -	\$ 1,500.00	\$ 1,050.00	\$ 1,470.00	\$ 820.00	\$ 5,023.00	\$ 1,500.00	\$ 68.00	\$ 11,431.00
Contract Costs-Other	\$ -	\$ 1,717.00	\$ 1,202.00	\$ 1,717.00	\$ 860.00	\$ 1,720.00	\$ 1,718.00	\$ -	\$ 8,934.00
Total Contract Costs	\$ 280.00	\$ 53,270.00	\$ 29,166.00	\$ 76,138.00	\$ 45,964.00	\$ 147,086.00	\$ 102,471.00	\$ 24,923.00	\$ 479,298.00
TOTAL MAINTENANCE EXPENSE	\$ 55,923.00	\$ 270,100.00	\$ 220,011.00	\$ 445,943.00	\$ 172,926.00	\$ 453,247.00	\$ 345,751.00	\$ 51,895.00	\$ 2,015,796.00
GENERAL EXPENSES									
WC Insurance	\$ 2,840.00	\$ 15,600.00	\$ 12,799.00	\$ 27,334.00	\$ 8,711.00	\$ 24,318.00	\$ 17,843.00	\$ 32,947.00	\$ 142,392.00
Auto Insurance	\$ 2,119.00	\$ 9,524.00	\$ 6,880.00	\$ 11,889.00	\$ 5,677.00	\$ 12,115.00	\$ 12,104.00	\$ 8,476.00	\$ 68,784.00
Property Insurance	\$ -	\$ 26,598.00	\$ 27,654.00	\$ 30,818.00	\$ 19,575.00	\$ 30,260.00	\$ 37,886.00	\$ 3,107.00	\$ 175,898.00
General Liability Insurance	\$ 6,730.00	\$ 4,183.00	\$ 2,927.00	\$ 4,584.00	\$ 1,612.00	\$ 4,285.00	\$ 3,223.00	\$ 756.00	\$ 28,300.00
Fidelity Insurance	\$ -	\$ 210.00	\$ 148.00	\$ 210.00	\$ 105.00	\$ 210.00	\$ 210.00	\$ 61.00	\$ 1,154.00
City-Umbrella Policy	\$ 4,045.00	\$ 2,799.00	\$ 1,958.00	\$ 3,066.00	\$ 1,078.00	\$ 3,740.00	\$ 2,156.00	\$ 506.00	\$ 19,348.00
Broker Fees	\$ 614.00	\$ 2,724.00	\$ 2,525.00	\$ 3,191.00	\$ 1,811.00	\$ 3,149.00	\$ 3,587.00	\$ 326.00	\$ 17,927.00

**OXNARD HOUSING AUTHORITY
LOW RENT PUBLIC HOUSING
PROPOSED FY 2021 BUDGET**

	311	312	313	314	315	317	318	COCC	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
Cyber Liability Insurance	\$ 500.00	\$ 202.00	\$ 138.00	\$ 244.00	\$ 151.00	\$ 232.00	\$ 256.00	\$ -	\$ 1,723.00
Payments in Lieu of Taxes	\$ -	\$ 10,138.00	\$ 6,984.00	\$ 11,476.00	\$ 10,983.00	\$ 7,405.00	\$ 27,336.00	\$ -	\$ 74,322.00
Bad Debt-Tenant Rents	\$ 3,500.00	\$ 3,200.00	\$ 1,500.00	\$ 2,750.00	\$ 3,500.00	\$ 8,000.00	\$ 1,000.00	\$ -	\$ 23,450.00
Security/Law Enforcement	\$ 6,450.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,450.00
TOTAL GENERAL EXPENSES	\$ 26,798.00	\$ 75,178.00	\$ 63,513.00	\$ 95,562.00	\$ 53,203.00	\$ 93,714.00	\$ 105,601.00	\$ 46,179.00	\$ 559,748.00
HOUSING ASSISTANCE PAYMENTS									
PH Tenant URP	\$ -	\$ 36.00	\$ 36.00	\$ 156.00	\$ -	\$ -	\$ -	\$ -	\$ 228.00
PH FSS Escrow Payments	\$ -	\$ 27,252.00	\$ 21,816.00	\$ 40,248.00	\$ -	\$ 5,844.00	\$ -	\$ -	\$ 95,160.00
TOTAL HOUSING ASSISTANCE PAYMENTS	\$ -	\$ 27,288.00	\$ 21,852.00	\$ 40,404.00	\$ -	\$ 5,844.00	\$ -	\$ -	\$ 95,388.00
TOTAL EXPENSES	\$ 158,413.00	\$ 938,618.00	\$ 753,890.00	\$ 1,157,224.00	\$ 511,777.00	\$ 1,155,190.00	\$ 1,001,960.00	\$ 1,146,677.00	\$ 6,823,749.00
NET INCOME	\$ 220,575.00	\$ 260,911.00	\$ 65,876.00	\$ (107,753.00)	\$ (171,122.00)	\$ (93,154.00)	\$ (336,716.00)	\$ (365,438.00)	\$ (526,821.00)

PHA Board Resolution
Approving Operating Budget

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

ITEM #L-2
OMB No. 2577-0026
(exp. 06/30/2022)

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: City of Oxnard Housing Authority

PHA Code: CA031

PHA Fiscal Year Beginning: July 1, 2020

Board Resolution Number:

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- ☒ Operating Budget approved by Board resolution on: 06/30/2020
- ☐ Operating Budget submitted to HUD, if applicable, on:
- ☐ Operating Budget revision approved by Board resolution on:
- ☐ Operating Budget revision submitted to HUD, if applicable, on:

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name: Tim Flynn	Signature:	Date:
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RESOLUTION NO. _____

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING AND
ADOPTING THE HOUSING CHOICE VOUCHER PROGRAM OPERATING BUDGET FOR FISCAL
YEAR 2021

WHEREAS, the Housing Authority of the City of Oxnard (Authority) has prepared a Housing Choice Voucher Program Operating Budget of \$23,755,403 for the fiscal year 2021; and

WHEREAS, the budgeted expenditures are necessary for the efficient and economical operation of the Authority for the purpose of serving low-income families; and

WHEREAS, the budget for the fiscal year 2021 indicates a source of funding adequate to cover all proposed expenditures; and

WHEREAS, the budgeted expenditures will be consistent with the provisions of law and the Annual Contribution Contract; and

WHEREAS, the United States Department of Housing and Urban Development (HUD) requires the Authority to certify that no Authority employee is serving in a variety of positions which will exceed a 100% allocation of their time.

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

1. That the Housing Choice Voucher Program Operating Budget (Operating Budget) for the fiscal year 2021 totaling \$23,755,403 available on file at the Housing Department and incorporated in full herein by this reference is approved and adopted.
2. That no Authority employee reflected in the Operating Budget is serving in a variety of positions which will exceed 100% allocation of their time.

APPROVED AND ADOPTED this 30th day of June 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Chairman

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, Secretary Designate

Stephen M. Fischer, General Counsel

OXNARD HOUSING AUTHORITY
SECTION 8 HOUSING CHOICE VOUCHER
PROPOSED FY 2021 BUDGET

	Housing Asst		
	Administrative	Payment	Total
	Budget	Budget	Budget
INCOME			
GRANT INCOME			
HAP Income		\$ 21,261,720.00	\$ 21,261,720.00
Adm Fee Income	\$ 1,983,150.00		\$ 1,983,150.00
Port-In Adm Fee	\$ 2,638.00		\$ 2,638.00
Port-In HAP	\$ 49,716.00		\$ 49,716.00
TOTAL GRANT INCOME	\$ 2,035,504.00	\$ 21,261,720.00	\$ 23,297,224.00
OTHER INCOME			
Investment Income-Unrestricted	\$ 25,268.00		\$ 25,268.00
Fraud Recovery-Adm Fee	\$ 27,600.00		\$ 27,600.00
Fraud Recovery-HAP		\$ 27,600.00	\$ 27,600.00
Misc Other Income	\$ 585.00		\$ 585.00
TOTAL OTHER INCOME	\$ 53,453.00	\$ 27,600.00	\$ 81,053.00
TOTAL INCOME	\$ 2,088,957.00	\$ 21,289,320.00	\$ 23,378,277.00
EXPENSES			
ADMINISTRATIVE			
Administrative Salaries			
Administrative Salaries	\$ 1,244,028.00		\$ 1,244,028.00
Administrative Temp Help	\$ 44,030.00		\$ 44,030.00
Add'l Compensation - OT	\$ 6,900.00		\$ 6,900.00
Employee Benefit Contribution-Admin	\$ 770,306.00		\$ 770,306.00
Total Administrative Salaries	\$ 2,065,264.00		\$ 2,065,264.00
Legal Expense			
Tenant Screening	\$ 31,500.00		\$ 31,500.00
General Legal Expense	\$ 1,615.00		\$ 1,615.00
Total Legal Expense	\$ 33,115.00		\$ 33,115.00
Other Admin Expenses			
Staff Training	\$ 4,931.00		\$ 4,931.00
Travel	\$ 3,639.00		\$ 3,639.00
Auditing Fees	\$ 37,084.00		\$ 37,084.00
Port-Out Adm Fee Paid	\$ 16,608.00		\$ 16,608.00
Total Other Admin Expenses	\$ 62,262.00		\$ 62,262.00
Miscellaneous Admin Expenses			
Membership and Fees	\$ 3,080.00		\$ 3,080.00
Publications	\$ 2,458.00		\$ 2,458.00
Advertising	\$ 1,815.00		\$ 1,815.00
Office Supplies	\$ 3,982.00		\$ 3,982.00

OXNARD HOUSING AUTHORITY
SECTION 8 HOUSING CHOICE VOUCHER
PROPOSED FY 2021 BUDGET

	Housing Asst	
	Administrative	Payment
		Total
Fuel-Administrative	\$ 1,084.00	\$ 1,084.00
City Overhead	\$ 49,327.00	\$ 49,327.00
Telephone	\$ 12,731.00	\$ 12,731.00
Postage	\$ 12,123.00	\$ 12,123.00
Paper	\$ 2,923.00	\$ 2,923.00
Copiers	\$ 5,832.00	\$ 5,832.00
Printer Supplies/Services	\$ 3,589.00	\$ 3,589.00
Misc Computer Equipment	\$ 4,600.00	\$ 4,600.00
Internet	\$ 2,350.00	\$ 2,350.00
Software/Maintenance Fees	\$ 39,000.00	\$ 39,000.00
Cell Phones/Pagers	\$ 2,722.00	\$ 2,722.00
Small Office Equipment	\$ 717.00	\$ 717.00
Bank Fees	\$ 7,430.00	\$ 7,430.00
Other Misc Admin Expenses	\$ 841.00	\$ 841.00
Storage	\$ 10,504.00	\$ 10,504.00
Total Miscellaneous Admin Expenses	\$ 167,108.00	\$ 167,108.00
TOTAL ADMINISTRATIVE EXPENSES	\$ 2,327,749.00	\$ 2,327,749.00
TENANT SERVICES		
Other Tenant Svcs.-OHA	\$ 530.00	\$ 530.00
TOTAL TENANT SERVICES EXPENSES	\$ 530.00	\$ 530.00
UTILITIES		
Water	\$ 640.00	\$ 640.00
Electricity	\$ 11,538.00	\$ 11,538.00
Gas	\$ 1,003.00	\$ 1,003.00
Garbage/Trash Removal	\$ 777.00	\$ 777.00
Sewer	\$ 270.00	\$ 270.00
TOTAL UTILITY EXPENSES	\$ 14,228.00	\$ 14,228.00
MAINTENANCE AND OPERATIONS		
General Maint Expense		
Maintenance Salaries	\$ 1,000.00	\$ 1,000.00
Maintenance Labor-Grounds	\$ 2,096.00	\$ 2,096.00
Employee Benefits Contribution-Maint.	\$ 1,841.00	\$ 1,841.00
Maintenance Uniforms	\$ 75.00	\$ 75.00
Vehicle Gas, Oil, Grease	\$ 26.00	\$ 26.00
Total General Maint Expense	\$ 5,038.00	\$ 5,038.00
Materials		
Supplies-Paint	\$ 35.00	\$ 35.00
Supplies-Grounds	\$ 67.00	\$ 67.00
Supplies-Plumbing	\$ 267.00	\$ 267.00
Supplies-Electrical	\$ 322.00	\$ 322.00

OXNARD HOUSING AUTHORITY
SECTION 8 HOUSING CHOICE VOUCHER
PROPOSED FY 2021 BUDGET

	Housing Asst		
	Administrative	Payment	Total
Supplies-Building Repairs	\$ 188.00	\$	188.00
Supplies-Locks	\$ 471.00	\$	471.00
Supplies-Janitorial/Cleaning	\$ 1,468.00	\$	1,468.00
Supplies-Safety	\$ 1,110.00	\$	1,110.00
Tools and Equipment	\$ 46.00	\$	46.00
Total Materials	\$ 3,974.00	\$	3,974.00
Contract Costs			
Contract-Fire Alarm/Extinguisher	\$ 100.00	\$	100.00
Contract-Pest Control	\$ 2,000.00	\$	2,000.00
Contract-Janitorial/Cleaning	\$ 8,800.00	\$	8,800.00
Contract-Plumbing	\$ 200.00	\$	200.00
Contract-HVAC	\$ 1,803.00	\$	1,803.00
Contract-Vehicle Maintenance	\$ 903.00	\$	903.00
Contract-Alarm Monitoring	\$ 1,000.00	\$	1,000.00
Contract-Inspections	\$ 10,000.00	\$	10,000.00
Total Contract Costs	\$ 24,806.00	\$	24,806.00
TOTAL MAINTENANCE EXPENSE	\$ 33,818.00	\$	33,818.00
GENERAL EXPENSES			
WC Insurance	\$ 15,150.00	\$	15,150.00
Auto Insurance	\$ 3,923.00	\$	3,923.00
Property Insurance	\$ 1,416.00	\$	1,416.00
General Liability Insurance	\$ 8,529.00	\$	8,529.00
Fidelity Insurance	\$ 61.00	\$	61.00
City-Umbrella Policy	\$ 5,706.00	\$	5,706.00
Broker Fees	\$ 1,213.00	\$	1,213.00
Cyber Liability Insurance	\$ 4,044.00	\$	4,044.00
Port-In HAP Expense	\$ 49,716.00	\$	49,716.00
TOTAL GENERAL EXPENSES	\$ 89,758.00	\$	89,758.00
HOUSING ASSISTANCE PAYMENTS			
Housing Assistance Payments	\$ 20,911,284.00	\$	20,911,284.00
HCV Tenant URP	\$ 20,832.00	\$	20,832.00
Port-Out HAP	\$ 295,908.00	\$	295,908.00
HCV FSS Escrow Payments	\$ 61,296.00	\$	61,296.00
TOTAL HOUSING ASSISTANCE PAYMENTS	\$ 21,289,320.00	\$	21,289,320.00
TOTAL EXPENSES	\$ 2,466,083.00	\$ 21,289,320.00	\$ 23,755,403.00
NET INCOME	\$ (377,126.00)	\$ -	\$ (377,126.00)

Oxnard Housing Authority

Fiscal Year 2020-2021 Budget

City Council Meeting
June 30, 2020
Emilio Ramirez



FY 20-21 Public Housing Budget

1. HUD regulations required program budgets to be approved and submitted prior to July 1, 2020.
2. Each project area is funded, accounted for and budgeted separately according to Asset Management Provisions.
3. Overall program budget recommended is \$6,823,749.
4. HUD's formula establishes the estimated costs to run each public housing complex (prior year tenant rent + utility expenses = ~subsidy eligibility).
5. Eligible subsidy amount is prorated based upon Congressional Appropriations on a calendar year basis.
6. For 2020, the funding eligibility is estimated to be 96.64%
7. FY 2021 budgets are based upon 97% of subsidy as 2020 funding levels are unknown at this time.

Asset Management Projects ("AMPs")

Project 31-1	• Colonia Village
Project 31-2	• Felicia Court
Project 31-3	• Colonia Road
Project 31-4	• Pleasant Valley
Project 31-5	• Plaza Vista
Project 31-7 (scattered sites)	• 1: Cuesta Del Mar, 2: Althea, 3: Concord, 4: Fashion Park, 5: Fremont, 6: Hill St.
Project 31-8	• Palm Vista

FY 20-21 Public Housing Budget

Public Housing Income

Description	Total FY 20 Budget	Total FY 21 Budget	Increase (Decrease)
Tenant Rent	4,186,051	4,430,112	244,061
Operating subsidy	965,494	760,144	(205,350)
Management Fees/FFS Income	1,404,521	739,204	(665,317)
Operating Transfers in from Capital Fund	297,370	0	(297,370)
Other Income	<u>388,981</u>	<u>367,468</u>	<u>(21,513)</u>
Total Income	<u>7,242,417</u>	<u>6,296,928</u>	<u>(945,489)</u>

Public Housing Expenses

Description	Total FY 20 Budget	Total FY 21 Budget	Increase (Decrease)
Admin Exp	3,466,003	3,175,569	(290,434)
Tenant Svc Exp	24,725	35,678	10,953
Utility Expense	923,996	941,570	17,574
Maintenance Exp	2,278,549	2,015,796	(262,753)
General Expense	498,420	559,748	61,328
Other Expenses	<u>50,724</u>	<u>95,388</u>	<u>44,664</u>
Total Expenses	<u>7,242,417</u>	<u>6,823,749</u>	<u>(418,668)</u>

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FY 20-21 Housing Choice Voucher Budget

1. Housing Choice Voucher (HCV) program is responsible for providing housing assistance payments to up to 1,840 families (1773 ongoing and 67 VASH vouchers).
2. The HCV program is comprised of 2 components – housing assistance payments to landlords (“HAP”) and administration.
3. HAP portion of the budget is \$21,289,320.
4. HUD directs housing authorities to lease as many units as they can with the funding they are provided.
5. HAP funding levels are subject to annual Congressional appropriations.

1. Administrative funding is the amount the OHA receives to administer the HCV program.
2. Eligibility is based upon the number of vouchers leased and a HUD established fee per unit leased.
3. Total national eligibility is compared to funding available through Congressional appropriations and funding is prorated accordingly.
4. The estimated CY 2020 administrative fee funding proration is at 80% of eligibility.

FY 20-21 Housing Choice Voucher Budget

Description	HCV Budget 2020	HAP Budget 2021	Increase (Decrease)
HAP Income	\$19,437,253	\$21,289,320	\$1,852,067
HAP Expenses	<u>19,437,253</u>	<u>21,289,320</u>	<u>1,852,067</u>
Net HAP Income	<u>0</u>	<u>0</u>	<u>0</u>
Admin Income	2,088,997	2,088,957	(50)
Admin Personnel	1,744,923	2,065,264	320,341
Other Admin Exp	325,465	263,015	(62,450)
Util & Maint Exp	61,979	48,046	(13,933)
Gen & Other Exp	<u>190,819</u>	<u>89,758</u>	<u>(101,061)</u>
Total Expenses	<u>2,323,186</u>	<u>2,466,083</u>	<u>142,897</u>
Total Deficit	<u>(234,189)</u>	<u>(377,126)</u>	<u>142,937</u>

Financial Impact

1. Requires \$365,438 in COCC cash reserves
2. Requires \$161,383 in AMPS cash reserves
3. Requires \$377,126 in HCV cash reserves

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Recommendations

That the Board of Commissioners of the Oxnard Housing Authority:

1. Adopt a resolution approving the recommended \$6,823,749 operating budget for the Low Rent Public Housing Program for Fiscal Year 20-21, as presented for each project area, and approve and authorize the use of \$526,821 of unrestricted cash to fund the projected deficit; and
1. Adopt a resolution approving the recommended \$23,755,403 operating budget for the Housing Choice Voucher Program for Fiscal Year 20-21 and approve and authorize the use of \$377,126 of unrestricted cash to fund the projected deficit.



QUESTIONS?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.3

DATE: June 30, 2020

TO: City Council

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

SUBJECT: Exclusive Negotiating Agreement with Community Development Partners for the Development of a Homeless Solutions Center. (10/20/40)

RECOMMENDATION

That the City Council authorize the Mayor to execute an Exclusive Negotiating Agreement by and between Community Development Partners and the City of Oxnard in consideration of developing a Homeless Solutions Center at 241 West Second Street. (Housing and Economic Development Committee approved 3-0)

BACKGROUND

The National Guard Armory, 351 South K Street, was used as an annual alternating overnight homeless winter warming shelter from 2002-2018. In January 2019, the site transitioned to a 24-hour navigation center. This site was always to have been a temporary location pending identification of a permanent venue for a complete service operation. The National Guard Armory is an eighty-year-old structure and is not adequate to offer the standard of operation that a modern homeless navigation center should. Furthermore, the National Guard Armory encroaches upon the "runway protection zone" of the Oxnard Airport. As a result, the Oxnard Airport seeks to remove the shelter operation and will not permit improvements needed to the National Guard Armory structure.

Over the past decade the Oxnard community resolved to establish a year-round homeless shelter improving upon the former bi-annual winter warming shelter operation. A local committee was formed to identify and select a site, but after more than a year of searching the committee dissolved and search was temporarily halted. The Committee visited approximately 10 sites. On September 18, 2018, Council approved the City's Five Year Homeless Plan and Strategy which includes acquisition of land and construction of a homeless shelter.

Beginning in July 2019, the Housing Department resumed its search for a permanent shelter location and considered twenty-one (21) different properties throughout the City before identifying a suitable property (1258 Saviers Road). The owner of the selected property was the only owner out of the 21 owners/managers that staff contacted that was amenable to having his property re-purposed for the operation of a homeless shelter/navigation center. On October 1, 2019, Council authorized the Housing Department to negotiate the terms of a lease, and on November 19, 2019, the Council approved the lease agreement at the proposed property for operation of the City's new navigation center, which would include among other homeless services, a 24-hour a day year-round 110 bed shelter. After additional community outreach and further due diligence, in January 2020, the City terminated the lease agreement for 1258 Saviers Road.

DISCUSSION

At the beginning of this calendar year staff embarked on a new effort to site a location to develop a Homeless Solutions Center to offer services commensurate with the needs of our community and with a quality design, construction,

operation and management that Oxnard residents deserve. We envisioned a modern development that offered state of the art safety, shelter, nutrition, and health plus counseling, navigation and housing to our residents in need. We wanted a structure that did not look and feel like a shelter, but rather invited further investment because of a recognition of a need for active management without sacrificing street scape.

The Oxnard Housing Department staff has identified and evaluated real property located 241 West Second Street in downtown Oxnard for the potential construction of a Homeless Solutions Center. The center will be a mixed-use development including a homeless shelter, navigation center and permanent supportive housing. The site is approximately 21,000 square feet with a zoning classification of Downtown Core as part of the Downtown Code. The subject property is owned by the City of Oxnard and formerly housed the office of Code Compliance, but has been vacant for more than ten years.

PROJECT CONCEPT & FINANCES

The Oxnard Housing Department and Community Development Partners (CDP) evaluated the City owned property at the northeast corner of Second Street and B Street in downtown Oxnard to consider its viability for development of a Homeless Solutions Center - a mixed-use project that provides a more complete solution by including a homeless shelter, supportive and clinical services and multi-family housing units. Staff reviewed development a five-level high development including approximately 13,500 square feet of homeless shelter space plus for a permanent 110 bed overnight homeless shelter and navigation center that includes supportive services, and additional floors as well as fifty-six (56) units of permanent supportive housing on the upper floors on the approximate 22,000 square foot site. Staff analysis concluded that the proposed mixed-use development is permissible by the recently adopted Downtown Code.



Additionally, staff and Community Development Partners reviewed the feasibility of structuring viable financing at the estimated total development budget of \$31,791,462. Of the approximately \$32,000,000 project, the City's financial contribution would be the land estimated at \$1,000,000 and \$1,500,000 in City funds. The remaining project costs (\$29,294,462) would be brought to the table by CDP in the form of private, state and federal sources. The developer is able to secure these funding sources because of the site's proximity to transit and other social services. The anticipated funding sources include:

Potential Funding Sources	Amount	Source
Low Income Housing Tax Credit Equity	\$12,983,719.00	Federal
Private Permanent Loan	\$9,343,254.00	Private
No Place Like Home	\$6,496,100.00	State
<i>City of Oxnard Affordable Housing Funds</i>	<i>\$1,500,000.00</i>	<i>City of Oxnard</i>
<i>City of Oxnard Land Donation</i>	<i>\$1,000,000.00</i>	<i>City of Oxnard</i>
Deferred Development Fee	\$468,389.00	Private
TOTAL	\$31,791,462.00	

COMMUNITY OUTREACH

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

EXCLUSIVE NEGOTIATING AGREEMENT

Mercy House was competitively procured, by the County of Ventura with the Cities of Ventura and Oxnard, to operate two navigation centers, one in each city. The request for proposals sought a homeless shelter operator with experience managing a low barrier navigation center following the principles of “Housing First.” Mercy House has performed with positive results. The Oxnard Housing Department is committed to continuing our partnership with Mercy House.

Mercy House and Community Development Partners, an experienced mixed-use developer, have demonstrated an exceptional partnership resulting in quality development and subsequent operation of both permanent supportive housing and homeless shelter services. Given our desire for a complete homeless solutions center and continuing with Mercy House, staff proposes to leverage the proven track record of collaboration between Community Development Partners and Mercy House. Independently, Community Development Partners is very experienced in the development of special needs affordable housing and procuring the necessary funding. Thus, staff proposes the attached exclusive negotiating agreement with Community Development Partners.

The Oxnard Housing Department proposes an exclusive negotiating agreement with Community Development Partners seeking to eventually present a Disposition and Development Agreement (DDA). The proposed exclusive negotiating agreement includes an initial twelve-month term with a potential extension for an additional year. The proposed exclusive negotiating agreement (ENA) does not guarantee a future project approval nor execution of a Disposition and Development Agreement but rather directs good faith negotiation. Any development resulting from the ENA and DDA would be subject to the City’s approval process, including community workshop, Planning Commission, and City Council.

PROJECT DEVELOPMENT PARTNERS

Having procured Mercy House to operate the navigation center and recognizing their reputation and success in operating venues of quality and community development, the Oxnard Housing Department engaged with their development partner, Community Development Partners. Community Development Partners is a mission based affordable housing development firm with extensive experience in procuring the necessary sources of funds while building and managing appealing and quality permanent supportive housing. Community Development Partners have partnered with Mercy House in achieving a mutual mission to serve the homeless population in multiple developments.

Mercy House

Founded in 1987, Mercy House is a nonprofit homeless services provider and shelter operator from Orange County. Mercy House provides housing and comprehensive supportive services for a variety of homeless populations which includes families, adult men and women, mothers and their children, persons living with HIV/AIDS, individuals overcoming substance addictions, and some who are physically and mentally disabled. Mercy House strives to assist residents in the areas of economic, emotional, and spiritual well-being in order to enhance self-esteem and a sense of personal pride. They value accountability, integrity, and self-sufficiency. The dignity of the individual person and the corresponding respect that follows is the guiding principle of Mercy House's service to the homeless person. A Mercy House company report is attached to this report.

The mission statement that Mercy House has adopted is to be a leader in ending homelessness by providing a unique system of dignified housing opportunities, programs, and supportive services. They operate to end the cycle of homelessness of those who enter their system of care.

Mercy House has operated successful homeless service programs for over thirty years and in that time has served more than 87,000 individuals. Over the years Mercy House has created a system of care based on a blend of both continuum of care and housing first models of ending homelessness. This includes operating a variety of programs ranging from homeless prevention, street outreach, emergency services and shelters, transitional housing, rapid rehousing programs, permanent supportive housing, low-income affordable housing and residential services. The intention of these programs is to address homelessness at every level. The diversity of these programs has afforded Mercy House the experience of working with a wide variety of homeless sub-populations, which has enabled them within the last year to end or prevent the homelessness of 1,707 individuals.

Mercy House provides homeless services across the Counties of Orange, San Bernardino, Riverside, Ventura and Los Angeles and in Maricopa County, Arizona with 200+ employees, including the Oxnard Navigation Center. Mercy House's current portfolio of housing and shelter that they manage or provide services to include:

- a) 1,297 beds of bridge housing and emergency shelter
- b) 285 units of permanent supportive housing
- c) 541 units of low-income housing
- d) 247 units of Rapid Rehousing
- e) 78 units of homeless prevention

Mercy House also operates sixteen permanent supportive housing programs similar to the proposal at Second and B Streets in Oxnard. Mercy House's service approach for all permanent supportive housing units is based on Housing First principles coupled with ongoing education and supportive services that focus on chronically homeless individuals.

All services emphasize enhancing the resident's quality of life and include community building activities and events to help residents develop a local support network and increase their sense of self-worth. Initial assessments are used to determine strengths and barriers to housing stabilization. Once the initial assessment is completed, the team works with the tenant to develop a Housing Stabilization Plan. Mercy House works to build culturally appropriate rapport with residents in efforts to build trust and also inquire with each individual tenant the types of goals they are interested in achieving. This helps staff determine the types of services most useful and desired by the resident. Giving residents

ownership of their goals is vital in efforts to successfully engage residents in services. Mercy House incorporates the goals and interests of residents upon planning case management sessions, community building activities, and educational recreational activities. Supportive services provided are therefore reflective of residents' stated needs and goals desired for achievement.

Community Development Partners

Community Development Partners is an experienced multifamily and mixed-use developer focused exclusively on creating and preserving vibrant affordable housing communities. The company's executive team has over sixty years of combined experience working with cities and public agencies to bring new investment into existing neighborhoods. The company was formed in 2011 by leaders in the field of residential housing development. In the relatively short time since the company was founded, Community Development Partners has successfully built a portfolio of twenty-two unique projects comprised of over 1,600 units and \$300 million in total development costs. A Community Development Partners company report is attached.

Community Development Partners is committed to the development and operation of life-enhancing affordable housing with a focus on long-term community engagement. A strong partnership between Mercy House and Community Development Partners has formed over the past ten years. The partnership has collaborated on multiple permanent supportive housing developments where Mercy House serves for service provision.

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 2. Address homelessness through the development and implementation of a multi-tiered strategy.

Objective 2a. Identify the City's homelessness mission and create a 5-year plan to address homelessness.

FINANCIAL IMPACT

There is not a financial impact to approving this Exclusive Negotiating Agreement. However, this action may lead to a future action for City Council consideration of a Disposition and Development Agreement, which may include a donation of real property of a yet to be determined value and contribution of affordable housing proceeds or Measure O funds of yet to be determined amounts.

COMMITTEE OUTCOME

This item was heard by the Housing and Economic Development Committee on May 26, 2020. The Committee recommended the ENA to City Council with a 3-0 vote.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. CDP Exclusive Negotiating Agreement
2. Mercy House Brochure
3. Community Development Partners Brochure
4. ENA Presentation

Agreement No. A-8225

EXCLUSIVE NEGOTIATION AGREEMENT

This Exclusive Negotiation Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, effective this _____ day of _____, 2020, by and between the City of Oxnard, a California municipal corporation ("City") and CDP Developers LLC, a California Limited Liability Company ("Developer").

RECITALS

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

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

1) Exclusive Negotiation Regarding the Property

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

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

- 2) Extension of Agreement. The parties may extend the Negotiation Period for up to one (12) month extension by an agreement in writing executed by the Developer and the City Manager. The City Manager is not obligated to extend the Negotiation Period, but shall consider in his/her sole discretion whether to do so based upon Developer's progress with respect to the activities undertaken pursuant to Section 1(b) above and the progress of negotiations. Any such extensions executed by the City Manager do not require further approval from the City Council.

- 3) Limitation on Remedies for Breach or Default and Release of Claims
 - a) The City would not have agreed to any part of this Agreement if they or their respective officers, officials, employees and agents were collectively or separately liable to the Developer for any amount of monetary damages or other remedies except as expressly set forth herein. Accordingly, the Developer acknowledges and agrees that except as provided in Section 3(c) below, the Developer's exclusive right and remedy upon any breach or default of the City to negotiate in good faith as set forth in this Agreement is to terminate this Agreement. The Developer acknowledges that it is aware of the meaning and legal effect of California Civil Code Section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him would have materially affected his settlement with the debtor."

 - b) Civil Code Section 1542 notwithstanding, it is the parties' intention to be bound by the limitation on remedies set forth in this Section, and the Developer hereby releases to the fullest extent permitted by applicable law any and all claims against the City and its respective officers, officials, employees and agents for monetary damages or other legal or equitable relief, whether or not such released claims were known or unknown to the Developer as of its entry into this Agreement. The Developer hereby waives the benefits of Civil Code Section 1542 and all other statutes and judicial decisions (whether state or federal) of similar effect.

 - c) Notwithstanding anything in this Section 3 to the contrary, the Developer shall be entitled to equitable relief in the form of specific performance upon any breach or default of the City to negotiate in good faith as set forth in this Agreement. In furtherance of the foregoing, the parties agree this Agreement touches and concerns real property (in the form of the Property) and that specific performance is an intended remedy hereunder to the fullest extent permitted by applicable law. The parties understand, acknowledge and agree the Developer has relied on the availability of specific performance as a material inducement to enter into and perform its obligations as set forth in this Agreement.

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

If to City:

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

With a copy to:

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

If to Developer:

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

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

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

- 6) Authority to Sign. The Developer hereby represents and warrants that the individuals executing this Agreement on behalf of the Developer have full authority to do so and to bind the Developer to perform pursuant to the terms and conditions of this Agreement.
- 7) Miscellaneous Provisions
 - a) The parties shall generally cooperate with each other and supply such documents and information as may be reasonably requested by the other to facilitate the conduct of the negotiations and the performance of the activities undertaken pursuant to Section 1(b) above.
 - b) This Agreement is for the sole purpose of agreeing to an exclusive arrangement with the Developer for a period of exclusive negotiations. The City shall prepare such public notices and schedule such public hearings, in accordance with applicable law, as may be necessary for the consideration by the City of any terms which may be agreed upon between the City staff and the Developer. The Developer expressly acknowledges and agrees that the City will not and cannot be bound by any statement, promise or representation made by City staff during the course of negotiations of an agreement and that the City may be legally bound only upon the subsequent approval of the agreement(s) by the City Council, as applicable and appropriate, in accordance with applicable law; provided that the City represents and warrants that extensions of this Agreement pursuant to Section 2 above may be entered into by the City Manager as described therein.
 - c) In the event the parties fail to execute one or more agreements regarding the acquisition of the Property and the development thereof (which may be

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

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

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

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

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

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

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

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

CITY OF OXNARD

By: _____

ATTEST:

By: _____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

By: _____
Stephen Fischer, City Attorney

CDP Developers, LLC, a California Limited Liability Company

By:  _____
Eric Paine, Manager

Exhibit A

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

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



Impact Report

FY2018-2019



1,707

**WE ENDED OR
PREVENTED THE
HOMELESSNESS
OF 1,707
INDIVIDUALS**

**MERCY HOUSE SET A GOAL TO END OR PREVENT THE
HOMELESS OF 1,500 MEN, WOMEN AND CHILDREN. WE
SURPASSED THAT GOAL BY 14% PROVIDING A PERMANENT
HOUSING SOLUTION TO 1,707 INDIVIDUALS.**

Homeless Prevention


231

Individuals including **78 households** were provided crisis financial assistance and case management to maintain their homes


100%

100% of households were able to maintain their housing after assistance was expended



Regina House



Goal: Increase access to temporary housing for homeless mothers and children.

46

Individuals including 14 single mothers and 32 children were provided emergency shelter and services



Goal: Participants will end their homelessness and enter permanent housing destinations upon exit.

32

Parents and children ended their homelessness and exited to permanent housing



Bethany House



Goal: Increase access to temporary housing for homeless single women.

39

Homeless single women were provided emergency shelter and services



Goal: Participants will end their homelessness and enter permanent housing destinations upon exit.

15

Single women ended their homelessness and exited to permanent housing - 25% increase from the past year, 67% increase from past two years



Assisi House



Goal: Increase access to temporary housing for homeless single women, single men and mothers with children.

60

Individuals including 15 single mothers and 25 children were provided emergency shelter and services



Goal: Participants will end their homelessness and enter permanent housing destinations upon exit.

33

Men, women and children ended their homelessness and exited to permanent housing - 28% increase from previous year



HomeAid Family CareCenter



372

Individuals including 108 families were provided emergency shelter and services



56%

Served were children under 18 years old



163

91 Parents and children ended their homelessness and exited to permanent housing; 72 exited to temporary housing

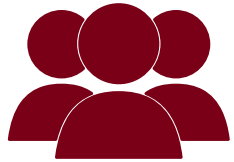


58

The average length of stay for a successful housing placement was 58 days; 62% less than the national average*



Bridges at Kraemer Place



811

Individuals were provided emergency shelter and services



97

73 Individuals ended their homelessness and exited to permanent housing; 24 exited to temporary housing



89

The average length of stay for a successful housing placement was 89 days; 41% less than the national average*



27%

Served are chronically homeless



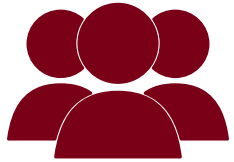
36%

Served are disabled

Welcome to New Beginnings



The Link



520

Individuals were provided emergency shelter and services



62

47 Individuals ended their homelessness and exited to permanent housing; 15 exited to temporary housing



81

The average length of stay for a successful housing placement was 81 days; 46% less than the national average*



30%

Served are chronically homeless



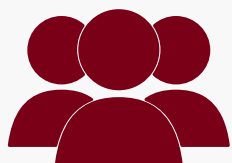
40%

Served are disabled



COSTA MESA BRIDGE SHELTER

Costa Mesa Bridge Shelter



123

Individuals were provided emergency shelter and services



7

6 individuals ended their homelessness and exited to permanent housing; 1 exited to temporary housing



25

The average length of stay for a successful housing placement was 25 days; 83% less than the national average*



10%

Served are chronically homeless

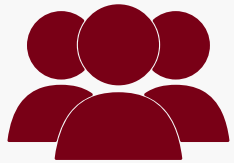


13%

Served are disabled



Armory Emergency Shelters



1,719

Unduplicated individuals were provided emergency shelter and services



27%

Served are chronically homeless



50%

Served are disabled



19,838

Bednights of service were provided

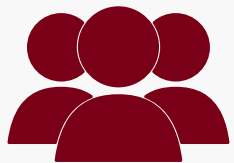


33,066

Meals were served



Ontario Access Center



852

Homeless and at-risk individuals were provided access to basic needs and crisis intervention



1,945

Referrals and special needs items were distributed to Access Center clients



650

Bednights of emergency shelter in motels was provided



184

Transportation Vouchers were distributed



288

Food Vouchers were distributed



South Orange County Street Outreach



Goal: Provide engagement and nonfacility-based care to unsheltered homeless individuals

318

Individuals were engaged in outreach services



Goal: Connect unsheltered homeless individuals to emergency shelter and housing

68

Unsheltered individuals left the streets for permanent housing, temporary housing, emergency shelter or institutional destinations

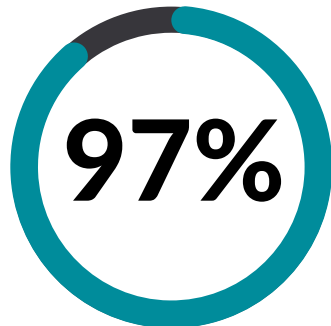


Rapid Rehousing



664

Homeless individuals including **247 households** were provided housing search and placement, financial assistance and case management to secure housing



97% of households were able to maintain their housing after assistance was expended



Permanent Supportive Housing



290

Disabled and chronically homeless individuals were provided housing



70%

Suffer from 2 or more chronic health conditions



91%

Of individuals housed maintained or exited to permanent housing



679

Average number of days clients have successfully maintained their housing



Residential Services



Goal: Provide low-income residents with housing stabilization services and opportunities to reach greater levels of economic stability and personal growth

452

Households were provided opportunities to engage in residential services



Housing Retention Rate

98%

Of individuals served through our **Homeless Prevention Program** over the past two years have maintained housing and have not entered homelessness.

95%

Of individuals who exited our **Rapid Rehousing Programs** into permanent housing over the past two years have not reentered homelessness.

91%

Of individuals served through our **Permanent Supportive Housing Program** maintained or exited to other permanent housing this year

93%

Of individuals who exited our **Interim Housing Programs** into permanent housing over the past two years have not reentered homelessness.

Quality of Life Improvements

In a self-reported survey conducted with clients in our Permanent Supportive Housing programs this past year...

75%

Reported **improvement in the quality of their sleep** since being housed compared to when homeless.

77%

Reported **improvement in the quality of their food** since being housed compared to when homeless.

73%

Reported **improvement in their outlook on life** since being housed compared to when homeless.

77%

Reported **improvement in their sense of safety** since being housed compared to when homeless.

Decreasing Community Impact

In a self-reported survey conducted with clients in our Permanent Supportive Housing programs this past year...

89%

Reported **decrease in the number of nights in jail** since being housed compared to when homeless.

77%

Reported **decrease in the number of interactions with the police** since being housed compared to when homeless.

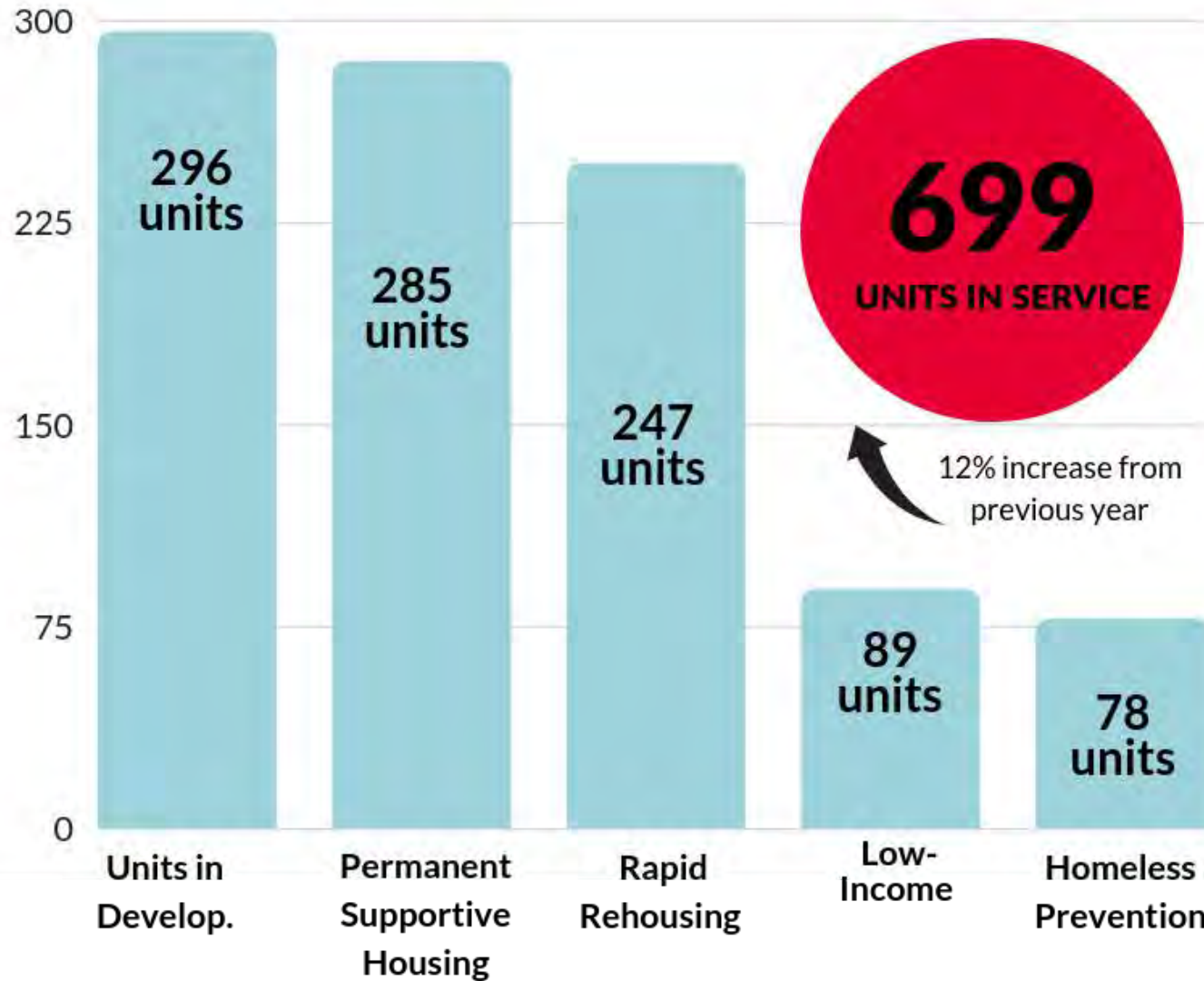
66%

Reported **decrease in the length of time spent in the hospital** since being housed compared to when homeless.

62%

Reported **decrease in number of visits to the emergency room at the hospital** since being housed compared to when homeless.





PERMANENT HOUSING PORTFOLIO

Units of Housing that Mercy House owns, manages or provides services to

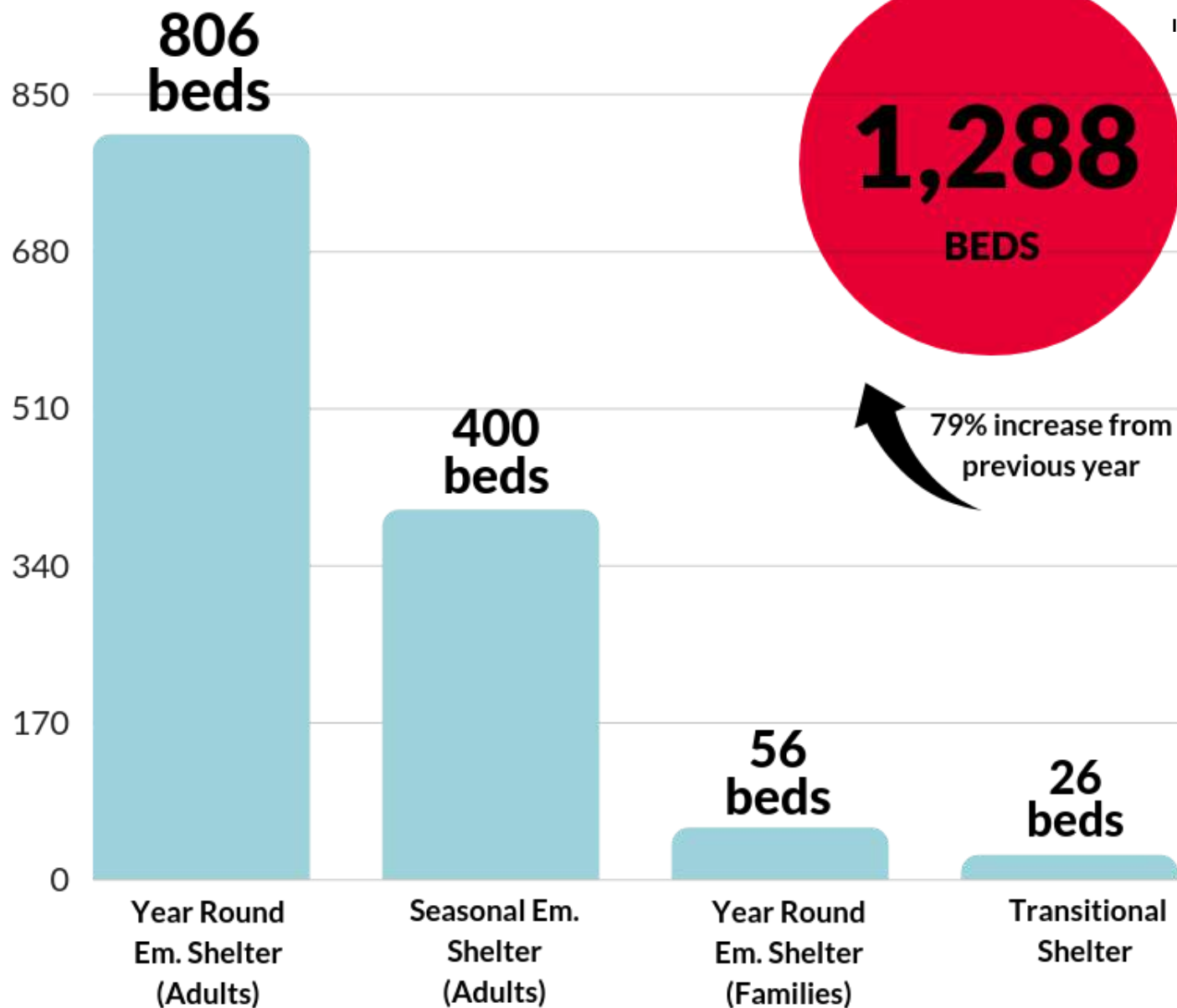


162	UNITS OWNED BY MERCY HOUSE/MERCY HOUSE CHDO
102	UNITS MASTER LEASED BY MERCY HOUSE
88	UNITS MASTER LEASED BY MERCY HOUSE COLLABORATIVE PARTNERS (MANAGED BY MERCY HOUSE)
296	UNITS UNDER DEVELOPMENT
452	UNITS MERCY HOUSE PROVIDES RESIDENTIAL SERVICES TO

PERMANENT HOUSING PORTFOLIO BREAKDOWN OF UNITS

Units of Housing that Mercy House owns, manages or provides services to





SHELTER PORTFOLIO

Shelter beds that Mercy House manages and provides services to

Financial Sustainability



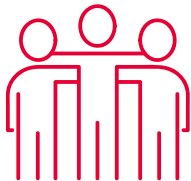
**\$11.2M Annual Operating Budget in 2018-2019,
17% increase from previous year**



93% of funds went directly to programs



**Received \$350,365 Value of Donated In-Kind
Goods**

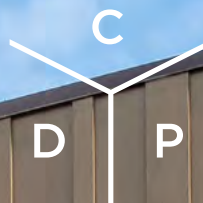


**1,879 Volunteers Donated 13,478 hours of
service contributing to a value of \$430,659**



GuideStar Platinum Ranked Organization





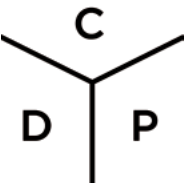
Community
Development
Partners



NESIKA ILLAHEE

6370

BUILDING LIFE-ENHANCING COMMUNITIES



Community Development Partners is committed to the development and operation of life-enhancing affordable housing with a focus on long-term community engagement. Our projects are focused on enhancing entire neighborhoods by incorporating public parks, art, gardens offering fresh food, cultural and social programming, and robust on-site services from community partners. As a certified B-corporation (social benefit corporation), we are dedicated to the highest standards of social and environmental stewardship, public transparency, and legal accountability—a reflection of our dedication to our mission and priority of impacts over profit.



CONTENTS

1. ABOUT CDP
2. CALIFORNIA
3. OREGON
4. ARIZONA
5. NEVADA



ABOUT CDP



CDP is an experienced multifamily and mixed-use developer focused exclusively on creating and preserving vibrant affordable housing communities. The company’s executive team has over 60 years of combined experience working with cities and public agencies to bring new investment into existing neighborhoods.

The company was formed in 2011 by leaders in the field of residential housing development. In the relatively short time since the company was founded, CDP has successfully built a portfolio of 22 unique projects comprised of over 1,600 units and \$300 million in total development costs.

CDP is actively pursuing select opportunities to:

Develop unique and innovative affordable housing

Renovate, preserve, or convert existing multifamily properties into thriving affordable communities

Partner with cities and other public agencies to evaluate development scenarios

CDP is committed to improving the communities in which it works by not only providing quality affordable housing developments, but also by ensuring that all CDP developments are sustainable and enhance the fabric of the overall community.

Our communities are more than just housing. In addition to filling the basic needs of low-income residents, our designs focus on creating activated centers of culture and education. CDP works closely with the local artists and arts organizations, incorporating artwork and ongoing art programming into the supportive services through partnerships and collaboration.

As of August 2019, CDP became a Certified B Corporation (“B-Corp”), a reflection of our dedication to our mission and priority of impact over profits.

CDP has offices in Newport Beach, California and Portland, Oregon.



ERIC PAINE – CHIEF EXECUTIVE OFFICER

Eric Paine is the Founder and CEO of Community Development Partners. He envisioned the company to be a mission driven affordable housing developer that integrates sustainable and innovative design, life-enhancing programming, and long-term resident engagement into the communities it develops.

The company focuses on repairing and strengthening the fabric of cities and towns by sustainably meeting housing needs and partnering with local service providers to integrate ecology, the arts, and community engagement. CDP builds more than homes; it builds a higher quality of life for residents and neighborhoods.

Since its founding, Eric has led CDP’s development of 22 properties and 1,600 affordable housing units in communities in California, Oregon, Arizona, and Nevada. In his role as Founder and CEO, Eric focuses on corporate strategy, finance, business development and overseeing the design of all CDP projects. As the visionary behind each CDP community, Eric is responsible for bringing to fruition some of the country’s most groundbreaking permanent affordable housing projects. Eric also currently sits on the Board of Directors for two non-profits, The Ecology Center in San Juan Capistrano, CA and Alberta Main Street in Portland, OR.

KYLE PAINE – PRESIDENT

Kyle Paine serves as President of Community Development Partners. He manages the sourcing and underwriting for all acquisition/rehabilitation and new construction projects, including managing each project through the cycle of due diligence, financing application submittal, and the closing of construction and permanent loans. He also oversees the asset management of stabilized assets.

Kyle brings a dynamic background in real estate development to CDP’s team. Prior to joining CDP Kyle was at Fairfield Residential, a national apartment developer, builder, and manager where he served as the Acquisition and Development Officer for the Pacific Northwest region and had comprehensive oversight of the sourcing of institutional grade market rate and affordable development sites.

Kyle has his Bachelor of Arts in Psychology with a Minor in Business from the University of California at Berkeley and his California Real Estate Broker’s License.



JENNIFER NGUYEN - CFO

Jennifer Nguyen manages CDP’s financial, risk management, and administrative operations. In addition to guiding the company’s fiscal and operational strategy, she oversees ongoing reporting, compliance, and asset management.

With 20 years of experience in real estate, operational finance, and investment finance, she previously served as an external CFO to multiple non-profit organizations in the education industry. She was also a Director at Ally Financial and its predecessor GMAC, where she structured and managed real estate debt and equity transactions with a combined basis exceeding \$4 billion. Jennifer holds a Bachelor’s degree from the University of California, Los Angeles and an MBA from the Massachusetts Institute of Technology Sloan School of Management.

JESSICA WOODRUFF - DIRECTOR OF DEVELOPMENT

Jessica Woodruff is CDP’s Director of Development and leads our Oregon efforts across all spectrums of the development cycle. Jessica is a seasoned professional who comes to CDP from REACH Community Development, one of the oldest and larger community development corporations in Oregon/Southwest Washington, where she was the Director of Housing Development. During her ten year tenure at REACH she was instrumental in building the team that ultimately elevated REACH to one of the most highly regarded and prolific affordable housing development organizations in the State of Oregon. She was responsible for securing financing and managing the Housing Development department.

Prior to REACH, Jessica served as a Senior Originations Associate at PNC Multifamily Capital where she evaluated the financial feasibility of new affordable housing development opportunities. Jessica holds a BA from the University of Oregon, and in 2017 was awarded a certificate of completion from John F. Kennedy School of Government at Harvard University, Executive Education.

BRADFORD LONG– DIRECTOR OF ASSET MANAGEMENT

Brad focuses on maximizing the financial and operational performances for all assets across the CDP portfolio. Prior to CDP, Bradford was an SVP at Eagle Rock Advisors, a NYC-based private equity firm with over a billion dollars worth of multifamily assets. He has a background in aquisitions and asset management from his time spent working for a Philadelphia-based private equity firm with over 15,000 multifamily units.

Bradford received his Bachelors in Actuarial Science from Penn State University and attended Columbia University for his Masters in Real Estate Development.

CDP IS WELL CAPITALIZED WITH OVER \$470 MILLION
IN PORTFOLIO PROJECTS UNDER MANAGEMENT OR
DEVELOPMENT FOR WHICH CDP IS THE GENERAL
PARTNER AND DEVELOPER.

FINANCIAL

CDP is pleased to provide the following financial references. The financial references are able to detail their relationship, investments and experience working with CDP.

Investor: r4 Capital
Corey Bannister
949-438-1056
cbannister@r4cap.com
895 Dove Street, Suite 475
Newport Beach, CA 92660

Investor: Aegon
Gary Howe
443-475-3145
gary.howe@aegonusa.com
100 Light Street
Baltimore, MD 21202

Lender: Citi Bank
Mike Hemmens
805-557-0933
mike.hemmens@citi.com
325 E Hillcrest Dr, Suite 160
Thousand Oaks, CA 91360

Lender: LISC
Patrick McNamara
602-252-6314
pmcnamara@lisc.org
4520 North Central Avenue, Suite 570
Pheonix, AZ 85012

Lender: Chase
Alice Carr
213-621-8396
alice.carr@chase.com
300 S Grand Ave, Suite 400
Los Angeles, CA 90017

GOVERNMENT

The references provided below will detail their time and experience currently working with CDP on public/private partnerships as part of our affordable communities.

City of Morgan Hill
Mayor Steve Tate
408-778-6480
steve.tate@morganhill.ca.gov
17555 Peak Ave
Morgan Hill, CA 95037

City of Santa Ana
Hon. Jose Solorio
Santa Ana City Council Member
State Assembly Member Emeritus
(714) 514-6233
JSolorio@santa-ana.org

City of Glendale
Peter Zovak
818-548-3936
pzovak@ci.glendale.ca.us
141 N Glendale Ave, Suite 202
Glendale, CA 91206

City of Mesa
Mayor John Giles
480-644-2388
mayor@mesaaz.gov
P.O. Box 1466
Mesa, AZ 85211

Arizona Department of Housing
Ruby Dhillon-Williams
602-771-1010
ruby.dhillon@azhousing.gov
1110 W Washington St, Suite 280
Phoenix, AZ 85007

NON-PROFIT PARTNERS

The following non-profit references will detail their time and experience partnering with CDP to develop and enhance our affordable communities.

Hacienda Community Development Corp.
Ernesto Fonseca
503-595-2111
efonseca@haciendacdc.org
6700 NE Killingsworth St.
Portland, OR 97218

Integrity Housing
Anjela Ponce
949-533-4641
anjela@integrityhousing.org
4 Venture, Suite 295
Irvine, CA 92618

Mercy House
Larry Haynes
714-836-7188
larryh@mercyhouse.net
P.O. Box 1905,
Santa Ana, CA 92702

PCRI
Maxine Fitzpatrick
503-288-2923, ext. 117
maxine@pcrihome.org
6329 NE Martin Luther King Jr. Blvd
Portland, OR 97211

Native American Youth and Family Center
Oscar Arana
503-288-8177, ext. 210
oscara@nayapdx.org
5135 NE Columbia Blvd
Portland, OR 97218

NAMED TO AFFORDABLE HOUSING FINANCE’S TOP 50
AFFORDABLE HOUSING DEVELOPERS LIST IN 2016, CDP
HAS CLOSED ON 25 PROJECTS COMPRISED OF OVER
1,850 UNITS OF AFFORDABLE HOUSING

OREGON

Alberta Abbey, Portland, OR
Cascadian Terrace, Portland, OR
Fairhaven Gardens, Salem, OR
Hillhouse, Albany, OR
Milepost 5, Portland, OR
Nesika Illahee, Portland, OR
Rockwood 10, Gresham, OR
Santiam Terrace, Albany, OR
Walnut Court, Corvallis, OR

CALIFORNIA

Aqua House, Santa Ana, CA
The Cove, Newport Beach, CA
Cypress Senior Living, Glendale, CA
Holly Lane, Vacaville, CA
The Huntington, Morgan Hill, CA
The Lodge, Morgan Hill, CA
Meadows Court, Vacaville, CA
The Orchard, Santa Ana, CA
Rocky Hill, Vacaville, CA
Zocolo at Tiny Tim, Santa Ana, CA

ARIZONA

Alhambra Mesa, Mesa, AZ
The Marquee, Phoenix, AZ
El Rancho Del Arte, Mesa, AZ
El Rancho Del Sol, Mesa, AZ

NEVADA

Baltimore Gardens, Las Vegas, NV
Cleveland Gardens, Las Vegas, NV



CALIFORNIA

AQUA HOUSE

SANTA ANA, CALIFORNIA

The Aqua is the proposed redevelopment of an existing rundown motel site that fills an urgent need for permanent housing opportunities for Santa Ana’s homeless population. Ideally situated among over two dozen public, social and health service providers, Aqua House will serve the special needs of individuals living with chronic homelessness including mental and physical disabilities. There will be property managers, case managers and community service providers available on-site offering services, classes, and programming for the tenants.

CDP has partnered with Magis Realty and Mercy House to provide 57 studio and one-bedroom units of permanent supportive housing among a diverse array of amenities, open spaces, and services. The development will be configured as a series of three buildings; two consisting of mostly dwelling units and the third hosting community amenities, on-site management and spaces for service providers. These “interlocking bar” buildings will be connected by a series of open walkways, engaging staircases and elevators where necessary. The open walkways and staircases are designed to maximize residents’ access to natural light and air while maintaining strong visual connections throughout the community. The landscape will balance the desire for a lush environment with the local semi-arid climate using drought tolerant and native plants.



ITEM #L-3

DATE COMPLETED under construction

PROJECT TYPE new construction

NUMBER OF UNITS 57 units

COMMUNITY BENEFIT permanent supportive housing

LOT SIZE .98 acres

DEVELOPER CDP

DENSITY 58 units per acre

NONPROFIT PARTNERS Mercy House

UNIT SIZE 450 - 550 sq. ft.

ARCHITECT Architecture Design Collaborative

UNIT MIX 14 studios, 43 1-beds

CONTRACTOR Walton Construction

PARKING 33 auto spaces

PROPERTY MANAGEMENT Solari Enterprises

AFFORDABILITY 30% - 60% AMI

FINANCING 9% LIHTC, Sec-8 PBV, AHP

ZOCALO AT TINY TIM

SANTA ANA, CALIFORNIA

Zocalo at Tiny Tim is the redevelopment and repositioning of an underutilizing strip retail center that has long since lost its draw. The project includes creation of 51 new high quality rental homes targeting large low-income families, in addition to upgrades to the existing retail businesses currently occupying the property.

The site upgrades include adding a central mini park, enhancing site landscaping, and the addition of a community garden, running path, outdoor gym, and art installations. Existing commercial tenants will enjoy upgraded building exteriors while vacant spaces will be filled with art-focused non-profit service providers offering programs that benefit residents and the broader community. The new residential building will include structured, secured parking, on-site management offices, services offices, a podium deck with outdoor amenity space, computer lab and gym.



COMMUNITY DEVELOPMENT PARTNERS



ITEM #L-3

CALIFORNIA



DATE COMPLETED under construction

NUMBER OF UNITS 51

LOT SIZE 2.23 acres

DENSITY 22.8 units per acre

UNIT SIZE 800 - 1,200 sq. ft.

UNIT MIX 20 2-beds, 29 3-beds,
2 4-beds

PARKING 79 auto spaces

AFFORDABILITY 50% - 60% AMI

FINANCING 4% LIHTC, tax exempt
bonds, NMTCS, AHSC
funds, city funding

PROJECT TYPE new construction

**COMMUNITY
BENEFIT** low-income family
housing

DEVELOPER CDP

**NONPROFIT
PARTNERS** Mercy House

ARCHITECT City Fabrick

CONTRACTOR Walton Construction

**PROPERTY
MANAGEMENT** Solari Enterprises

SUSTAINABILITY LEED Gold

ROCKY HILL

VACAVILLE, CALIFORNIA

The Rocky Hill Veterans project creates 39 new affordable apartments on a vacant and undeveloped 1.42-acre City-owned parcel in Vacaville. The homes, available to anyone with incomes less than 60% AMI, and will be particularly targeted to Veterans with families, formerly homeless Veterans, and low income families.

The development includes 12 one-bedroom, 15 three-bedroom, and 12 four-bedroom units in a pair of three-story buildings connected by outdoor circulation and serviced by a central elevator tower. The development includes 69 surface parking spaces as well as bicycle parking and a bicycle-share program. Amenities will include a richly programmed central plaza known as the Zócalo, as well as a community building with on-site management and services offices and flexible space for community-oriented uses.

CDP partnered with Vacaville Community Housing as the MGP, Integrity Housing as Co-GP, Community Action North Bay (CAN-B) as the Lead Supportive Service Provider, and LifeSTEPS as the Resident Service Provider for this project. Since its completion, Rocky Hill Veterans has served as a catalyst to further improve the neighborhood's aesthetic, and as a community builder integrating services offered onsite with those already existing in the area.



COMMUNITY DEVELOPMENT PARTNERS

DATE COMPLETED 2018

NUMBER OF UNITS 39

LOT SIZE 1.42 acres

DENSITY 27.5 units per acre

UNIT SIZE 480 - 1,200 sq. ft.

UNIT MIX 12 1-beds, 15 3-beds,
12 4-beds

PARKING 69 auto spaces

AFFORDABILITY 15%, 30%, 60% AMI

FINANCING 4% LIHTC, tax exempt
bonds, AHP, VHHP, HUD-
VASH, PBV, Home Depot
Grant, Citi Salute Grant

PROJECT TYPE new construction

**COMMUNITY
BENEFIT** low-income family and
supportive housing,
veterans

DEVELOPER CDP

**NONPROFIT
PARTNERS** Vacaville Community
Housing, Integrity
Housing

ARCHITECT G7A Gonzales Architects

CONTRACTOR GrowthPoint Structures,
Precision

**PROPERTY
MANAGEMENT** Eden House

SUSTAINABILITY LEED Gold

THE HUNTINGTON

MORGAN HILL, CALIFORNIA

The Huntington is a 114-unit senior congregate care apartment community located on former farmland that had not been used in decades. The amenity enriched project encourages residents to interact with one another, relax in an environment they can call home, and to thrive within a dynamic community.

The project acts as a complementary project to The Lodge, an adjacent CDP project completed in 2014, and has been nicely appointed with finishes that are complimentary to the architectural character of the surrounding buildings.

The project consists of one, two and three bedroom units that provide for independent living. The common area spaces boast a common dining hall, commercial kitchen, theater, gym, library, spa, and craft room as well as an integral outdoor dining area. Three meals are offered every day through a meal program managed by local non-profit Loaves & Fishes. The project's outdoor courtyards provide ample open-air recreation opportunities and several community gardening areas.



ITEM #L-3

CALIFORNIA



COMMUNITY DEVELOPMENT PARTNERS

DATE COMPLETED 2017

NUMBER OF UNITS 114

LOT SIZE 4 acres

DENSITY 28.5 units per acre

UNIT SIZE 550 - 1,000 sq. ft.

UNIT MIX 60 1-beds, 36 2-beds, 18 3-beds

PARKING 114 auto spaces

AFFORDABILITY 50 % - 60% AMI

FINANCING 4% LIHTC, tax exempt bonds

PROJECT TYPE new construction

COMMUNITY BENEFIT senior affordable housing (55+)

DEVELOPER CDP

NONPROFIT PARTNERS FFAH

ARCHITECT KTGy

CONTRACTOR Barry Swenson Builders

PROPERTY MANAGEMENT FPI

SUSTAINABILITY Green Point rated

THE COVE APARTMENTS

NEWPORT BEACH, CALIFORNIA

Located just steps from Coast Highway and public beaches, The Cove Apartments provide permanent affordable and supportive rental housing for homeless veterans and low-income seniors 62+ who are earning 30-60% of the area median income.

CDP acquired the 12-unit property, which was formerly a rundown market rate complex, and completed extensive upgrades before transforming it into affordable rental housing. The GreenPoint Rated property now features a refreshed exterior, all new unit interiors, a new laundry room, and a courtyard with a community garden. Supportive services are provided by Mercy House in conjunction with the VA.

Financing for the project came from the sale of 4% LIHTC and Tax Exempt Bonds, affordable housing funds from the City of Newport Beach, AHP, PBV (VASH), CalHFA, and grants from Citi Salute and The Home Depot Foundation. The project was completed and 100% leased-up in February, 2018.



COMMUNITY DEVELOPMENT PARTNERS



ITEM #L-3

CALIFORNIA

DATE COMPLETED 2018

NUMBER OF UNITS 12

LOT SIZE .16 acres

UNIT SIZE 402 sq. ft.

UNIT MIX 12 studios

PARKING 13 auto spaces

AFFORDABILITY 30% - 60% AMI

FINANCING 4% LIHTC & Tax Exempt Bonds, City of Newport Beach Affordable Housing Funds, HUD-VASH, CalHFA, AHP, CITI Salute Grant, The Home Depot Foundation Grant

PROJECT TYPE acquisition rehab

COMMUNITY BENEFIT Veteran Supportive Housing, Seniors

DEVELOPER CDP

NONPROFIT PARTNERS Integrity Housing, Mercy House

ARCHITECT Rand Kruse

CONTRACTOR Precision General Contractors

PROPERTY MANAGEMENT Solari

SUSTAINABILITY Green Point rated

THE ORCHARD

SANTA ANA, CALIFORNIA

The Orchard is CDP and the City of Santa Ana’s largest Permanent Supportive Housing project to date. It involved the acquisition, rehabilitation and conversion of an existing blighted, two-story motel into permanent supportive housing exclusively for chronically homeless individuals and families.

The rehabilitated Orchard development features 72 units (including one manager’s unit) and consists of 58 studio and 14 one-bedroom units. Upgrades include all new unit interiors, on-site resident services and property management offices, an outdoor courtyard, a laundry room, a large community garden, edible landscaping and space for sustainable education, a custom mural, along with a 1,200 square-foot commercial kitchen and dining room that provides residents with free meals daily.

Case management and social services are provided by Mercy House. Financing for the project came from the sale of 4% Low Income Housing Tax Credits along with Tax Exempt Bond Financing. Renovations completed in December, 2017.



COMMUNITY DEVELOPMENT PARTNERS



ITEM #L-3

CALIFORNIA

DATE COMPLETED 2017

NUMBER OF UNITS 72

LOT SIZE 1.3 acres

DENSITY 55.4 units per acre

UNIT SIZE 366 - 512 sq. ft.

UNIT MIX 58 studios, 14 1-beds

PARKING 36 auto spaces

AFFORDABILITY 30% - 60% AMI

FINANCING 4% federal & state LIHTC, tax exempt bonds, AHP, HOME, PB V

PROJECT TYPE acquisition rehab

COMMUNITY BENEFIT permanent supportive housing

DEVELOPER CDP

NONPROFIT PARTNERS Integrity Housing

ARCHITECT Egan Simon

CONTRACTOR Ashwood Construction

PROPERTY MANAGEMENT Solari

SUSTAINABILITY Green Point rated

CYPRESS SENIOR LIVING

GLENDALE, CALIFORNIA

Cypress Senior Living consists of the acquisition, rehabilitation and conversion of an existing two-story, 18-unit market rate apartment building in need of upgrading, into a fully rehabilitated plant-and-art-laden affordable senior housing project.

Starting life as a 1920’s unreinforced brick masonry building in the heart of Glendale, the project has great access to public transportation, entertainment, and dining options. The project consists of 13 studio units and 4 one bedroom units with an additional studio for the onsite manager. Rent restrictions include 62+ years of age and 6 units rented with Veteran preference. The Glendale Housing Authority supported the project by providing \$1,447,523 in HOME funds for the rehab in addition to providing a below market permanent loan which eliminates the need for conventional permanent financing.

Upgrades that were incorporated into the building’s renovation include all new unit interiors, a community garden, and art work from local artists including a community mural. For outreach, we collaborated with local artisans to provide a public mural, community garden (with regular monthly programming/planting/harvesting for residents led by local expert) designed and built by The Ecology Center, original artwork for common area spaces sourced by non-profit Art From The Ashes, and original custom furniture built by local resident and furniture designer.

Financing for the project came from the sale of 9% rehab and 4% acquisition Low Income Housing Tax Credits, which the project was awarded in June of 2013. Affordability levels range from 30 - 60% AMI levels. Cypress Senior was completed in May, 2014 and was leased up using a City sponsored lottery program which attracted 2,680 applicants (an average of over 150 per unit).



DATE COMPLETED 2014

NUMBER OF UNITS 18

LOT SIZE .25 acres

UNIT SIZE 344 - 672 sq. ft.

UNIT MIX 14 studios, 4 1-beds

PARKING 10 auto spaces

AFFORDABILITY 30% - 60% AMI

FINANCING 9% LIHTC, HOME

PROJECT TYPE acquisition rehab

COMMUNITY BENEFIT affordable senior housing (62+)

DEVELOPER CDP

NONPROFIT PARTNERS Integrity Housing

ARCHITECT Egan Simon

CONTRACTOR ICON Builders

PROPERTY MANAGEMENT FPI

THE LODGE

MORGAN HILL, CALIFORNIA

The Lodge at Morgan Hill is a 138-unit senior housing community that came to fruition after several years of dedicated teamwork. The project evolved through many iterations of design improvements that began in 2010. At the core, the project’s mission consisted of creating a life-enhancing community for seniors that reflects CDP’s values of intelligent design, integration of sustainable building principles, and human-centered solutions to affordable housing.

The amenity enriched project encourages residents to interact with one another, relax in an environment they can call home, and to thrive within an active community. The project consists of one and two-bedroom units that provide for independent living. The common area spaces boast a common dining room, commercial kitchen, beauty salon, theater, card room, and reading room. Three meals are offered every day through a meal program managed by local non-profit Loaves & Fishes with a focus on locally sourced, sustainable, and healthy ingredients—all provided at no cost to the residents. Lease-up for this project finished July, 2014, well ahead of our partnership closing projections.



COMMUNITY DEVELOPMENT PARTNERS



ITEM #L-3

CALIFORNIA

DATE COMPLETED 2014

NUMBER OF UNITS 138

LOT SIZE 5.3 acres

DENSITY 26 units per acre

UNIT SIZE 546 - 1,034 sq. ft.

UNIT MIX 110 1-beds, 28 2-beds

PARKING 138 auto spaces

AFFORDABILITY 50% - 60% AMI

FINANCING 4% LIHTC, tax exempt bonds

PROJECT TYPE new construction

COMMUNITY BENEFIT affordable senior housing (55+)

DEVELOPER CDP

NONPROFIT PARTNERS FFAH

ARCHITECT Anderson Architects

CONTRACTOR SBI Builders

PROPERTY MANAGEMENT FPI

SUSTAINABILITY Green Point rated



OREGON

ROCKWOOD 10

GRESHAM, OREGON

CDP partnered with Hacienda CDC, the largest culturally specific, Latino-led and Latino-serving organization in Oregon, on the development of Rockwood 10, the largest housing community in Gresham.

As Rockwood’s population has continues to grow, quality family-sized affordable housing has become increasingly hard to find. Rockwood 10 is a five-building, 224-unit, affordable housing project located in the heart of the Rockwood neighborhood in Gresham, Oregon delivering a reprieve from the local housing crisis.

A large portion of Rockwood’s population is Latino. This is evident in the vibrant and culturally-specific retail and service-oriented businesses in close proximity to this site. Working with our partner Hacienda CDC, and Portland State University’s Center for Public Interest Design, we came to understand that Latino households in this area tend to be large and more family oriented. As a result, Rockwood 10 is designed to meet the needs of local Latino families as well as the general workforce community.

To promote health, education, and social activities, the community building includes a large gathering space with full kitchen for events and social interaction; a business/computer room; and flexible study/conference rooms. To foster outdoor activities, the project provides flexible outdoor spaces that include an outdoor playfield, playground area, and large community garden area. Pedestrian paths that can be used as an exercise track provide connection between the Rockwood 10 community, the adjacent school, and other local amenities. The project is a model for future development in Gresham.



DATE COMPLETED est. 2021

PROJECT TYPE new construction

NUMBER OF UNITS 224

COMMUNITY BENEFIT low-income family housing, public park, community amenities

LOT SIZE 7.4 acres

DEVELOPER CDP

DENSITY 30.4 units/acre

NONPROFIT PARTNERS Hacienda CDC

UNIT SIZE 600 - 1,300 sq. ft.

ARCHITECT Waechter Architecture

UNIT MIX 48 1-beds, 61 2-beds, 95 3-beds, 20 4-beds

CONTRACTOR LMC Construction

PARKING 224 auto spaces

PROPERTY MANAGEMENT Guardian

AFFORDABILITY 60% AMI

SUSTAINABILITY OHCS Multifamily Energy Program

FINANCING 4& LIHTC, tax exempt bonds

NESIKA ILLAHEE

PORTLAND, OREGON

Nesike Illahhee is a community created to serve Portland’s Native American population, providing programming that is culturally specific in partnership with Oregon’s leading Native American organizations. The first of its kind, the project utilizes federal Indian Housing Block Grant funds for urban, off-reservation development,

Born out of a partnership between the Native American Youth and Family Center (NAYA), the Native American Rehabilitation Association (NARA), and Community Development Partners (CDP), Nesika Illahee is a three-story, 59-unit development located just a few blocks away from NAYA’s facility which directly serves over 2300 individuals from over 380 tribes each year.

The primary focus and goal of this project is to provide affordable housing—joined with health and dental care for every resident—marketed in a culturally-specific manner to Portland’s Native American community. The Native American population, about 40,000 people in the metro area, is over-represented in every key metric related to poverty and instability, including homelessness, preventable illness, and incarceration. Displacement, owing largely to burgeoning rental costs, is a major problem in the Native American community, a high percentage of whom live in poverty. Our partnership and this project are aimed at stemming that tide.



COMMUNITY DEVELOPMENT PARTNERS

DATE COMPLETED 2020

NUMBER OF UNITS 59

LOT SIZE .72 acres

DENSITY 82 units/acre

UNIT SIZE 400 - 1,075 sq. ft.

UNIT MIX 43 1-beds, 9 2-beds,
7 3-beds

PARKING 8 auto spaces

AFFORDABILITY 0% - 60% AMI

FINANCING 4% LIHTC, tax exempt
bonds, Indian Housing
Block Grant

PROJECT TYPE new construction

**COMMUNITY
BENEFIT** low-income housing,
native preference

DEVELOPER CDP

**NONPROFIT
PARTNERS** NAYA, NARA

ARCHITECT Carleton Hart
Architecture

CONTRACTOR LMC Construction

**PROPERTY
MANAGEMENT** Viridian

SUSTAINABILITY Earth Advantage
Platinum

MILEPOST 5

PORTLAND, OREGON

Also known as the Milepost 5 Artist Community, CDP is working to stabilize this important artist's alcove in Portland's Montavilla neighborhood. The project will provide long-term affordability, much needed in Portland's artist community, as well as renovated common area spaces, and more robust programming, as the building is listed on the National Historic Registry.

Milepost 5 (MP5) is an existing 3-story concrete and brick building constructed in 1928 as a senior residential facility, with additions in 1931 and 1941. In 2008, MP5 transitioned to affordable artist studios which is appropriate as it is located in the Montavilla neighborhood of NE Portland, a longstanding artist enclave.

MP5 consists of 100 units, mainly studio and single room occupancy (SRO) units, and 8 artist work spaces. Two large gallery spaces, a small theater, artist workshop, and café round out the accessory uses in this building.

Along with the renovation work, CDP is in the process of nominating the building as "historic" through the State Historic Preservation Office and National Park Service. Historically sensitive renovations include; new interior paint, new flooring, window repair, brick repair and cleaning, landscaping, and updates to the common area kitchens and bathrooms. Old soul, new life, same creative spirit!



DATE COMPLETED est. 2020

NUMBER OF UNITS 100

LOT SIZE .93 acres

DENSITY 107 units/acre

UNIT SIZE 120 - 633 sq. ft.

UNIT MIX 66 SRO, 19 studios,
13 1-beds, 2 2-beds

PARKING 43 auto spaces

AFFORDABILITY 60% AMI

FINANCING 4& LIHTC, tax exempt
bonds

PROJECT TYPE acquisition rehab

**COMMUNITY
BENEFIT** low-income housing
preservation, artist
housing

DEVELOPER CDP

**NONPROFIT
PARTNERS** EngAge

ARCHITECT MWA Architects

CONTRACTOR Bremik Construction

**PROPERTY
MANAGEMENT** Guardian

CASCADIAN TERRACE

PORTLAND, OREGON

Located in a rapidly gentrifying neighborhood in NE Portland, CDP has partnered with Portland Community Reinvestment Initiatives as the project’s nonprofit sponsor to preserve Cascadian Terrace’s 103 units of affordable rental housing.

The 4-story property is made up of studio, 1-bedroom and 2-bedroom units that are rent restricted with AMI levels at or below 60% based on LIHTC funds that were allocated to the property in 2002. The property operates under a Section 8 project-based HAP contract. In 2018, CDP received new 4% LIHTC funding and completed interior renovations, landscaping and a fully renovated community room that includes a commercial and teaching kitchen. This was completed while keeping the tenants and HAP contract in place to preserve long term affordability and minimize displacement.



DATE COMPLETED 2020

NUMBER OF UNITS 103

LOT SIZE 1.14

DENSITY 90.4

UNIT SIZE 332 - 997 sq. ft.

UNIT MIX 86 studios, 16 1-beds,
1 2-bed

PARKING 19 auto spaces

AFFORDABILITY 60% AMI

FINANCING LISC Acquisition Loan,
HAP Contract

PROJECT TYPE acquisition rehab

COMMUNITY BENEFIT low-income housing

DEVELOPER CDP

NONPROFIT PARTNERS On-site RSC

ARCHITECT Salazar Architect

CONTRACTOR LMC Construction

PROPERTY MANAGEMENT Guardian

FAIRHAVEN GARDENS

SALEM, OREGON

The Fairhaven Gardens project included the preservation, acquisition, and rehabilitation of an existing HUD-assisted development located in Salem, OR. The ten-building property was constructed in 1969 and contains 87 units. 86 of these units receive project-based rental assistance, with Section 8 HAP contracts.

The scope of the Fairhaven Gardens rehab included unit interior and building systems upgrades to improve energy efficiency, enhance living conditions, and prolong the life of this important housing asset for the remainder of its HUD assisted housing program contract. Interior upgrades were added to bring the units up to modern standards including new cabinets, countertops, lighting, painting, flooring and appliances. Through the construction of a community building and education center, common area amenities and programming were expanded in order to deepen the sense of community and pride of place. Much of these programs revolve around a new one-acre community garden area., including the 10 units that are set aside for agricultural workers.

Construction completed and 100% occupancy was achieved in November, 2017.



DATE COMPLETED 2017

NUMBER OF UNITS 87

LOT SIZE 3.76 acres

DENSITY 23 units per acre

UNIT SIZE 468 - 944 sq. ft.

UNIT MIX 9 studios, 50 1-beds, 24 2-beds, 4 3-beds

PARKING 130 auto spaces

AFFORDABILITY 60% AMI

FINANCING 4% LIHTC, Tax Exempt Bonds, AWHTC, LIWP, HAP Contract

PROJECT TYPE acquisition rehab

COMMUNITY BENEFIT low-income housing

DEVELOPER CDP

NONPROFIT PARTNERS AOF/Pacific Affordable Housing Corp., Salem Housing Authority

ARCHITECT Waechter Architecture

CONTRACTOR LMC Construction

PROPERTY MANAGEMENT Cascade

KAISER TRIO

ALBANY & CORVALLIS, OREGON

The Kaiser project entails the acquisition and rehabilitation of an existing HUD-assisted portfolio of three properties located in Albany and Corvallis, Oregon. The apartments, currently known as Hillhouse, Santiam Terrace, and Walnut Court, were built between 1970-1973 as HUD projects and comprise a total of 120 units in 27 buildings on a combined 5.44 acres.

The rehab will improve energy efficiency and address major capital items in order to preserve this important housing asset for its remaining life under the HUD assisted housing program. The landscaping will be partially replaced with native plants that attract pollinators as well as perennial edible fruit bushes and trees. Common area amenities and programming will be expanded to foster a sense of community and pride of place for residents.

The project financing includes tax exempt bonds issued by the Oregon Housing and Community Services Department (OHCS) and equity from the sale of non-competitive 4% Low Income Housing Tax Credits. The project will also entail Low Income Weatherization funds.



DATE COMPLETED 2019

NUMBER OF UNITS 120

LOT SIZE 5.44 acres

DENSITY 22 units per acre

UNIT SIZE 478 - 1,197

UNIT MIX 40 studios, 48 1-beds,
8 2-beds, 16 3-beds,
5 4-beds, 3 5-beds

PARKING 142 auto spaces

AFFORDABILITY 60% AMI

FINANCING 4% LIHTC, tax exempt
bonds, LIWP

PROJECT TYPE acquisition rehab

**COMMUNITY
BENEFIT** low-income housing

DEVELOPER CDP

**NONPROFIT
PARTNERS** AOF, Pacific Affordable
Housing Corp.

ARCHITECT Waechter Architecture

CONTRACTOR LMC Construction

**PROPERTY
MANAGEMENT** Cascade

ALBERTA ABBEY

PORTLAND, OREGON

The Alberta Abbey was constructed as Baptist church, beginning in the late 1920s. The church was competed in 1949 and is primarily made up of sanctuary/congregation space with a balcony and an area of 4,000 square feet with seating for 400 parishioners. There is a series of auxiliary spaces surrounding the sanctuary on the main and upper levels. In 2013 the church was rebranded Alberta Abbey and became a performance and event center operated by a non-profit entity to foster and promote the arts within the community and provide affordable commercial space to creative organizations.

CDP purchased the project with the goal of transforming it further, allowing it to foster positive social impacts by preserving affordable arts space for the community as well as future Alberta Street developments envisioned by CDP.

The building is being listed on the National Registry of Historic Places and a historically sensitive renovation has begun. CDP’s preservation efforts will ensure that the building continues to act as a community center, cultural hub and a source of affordable commercial space for arts-based businesses in perpetuity.



COMMUNITY DEVELOPMENT PARTNERS



ITEM #L-3

OREGON

DATE COMPLETED	est. 2020	DEVELOPER	CDP
LOT SIZE	.23 acres	NONPROFIT PARTNERS	Alberta Abbey Foundation
BUILDING SQ. FT.	14,465	ARCHITECT	Waechter Architecture
FINANCING	4% LIHTC, tax exempt bonds	CONTRACTOR	Design/Build Contractors
PROJECT TYPE	acquisition rehab	PROPERTY MANAGEMENT	CDP
COMMUNITY BENEFIT	revitalized community hub, affordable art and commercial space, listing on the national historic registry		

ARIZONA

EL RANCHO DEL ARTE

MESA, ARIZONA

The El Rancho Del Arte project is a celebrations of the investment the City of Mesa has made in creating a local culture of art, supporting artists and arts education. The 66-unit 4-story project is aimed primarily at low-income families and is comprised entirely of 2 and 3-bedroom units.

CDP worked closely with local artists to create a project that engages the community in several ways, including public art pieces, a large communal gallery, a flexible studio space for children’s after school programming, a media room, computer lab, an outdoor eating area, a community garden (in cooperation with Mesa Urban Garden), and a pool. The architecture of the building itself is art, and is a contemporary interpretation of a desert hacienda with clean lines, ground floor storefront, metal awnings, and embedded tiles on the facade, evoking images of rain drops. As water indicates an oasis in the desert, El Rancho is an oasis for the residents who call it home.

For outreach, this project involved collecting input from multiple focus groups and working with local businesses to develop a concept that would act as a catalyst to spur additional revitalization efforts in the downtown neighborhood. CDP partnered with local artist Zarco Guerrero, whose family has been in Mesa for generations. His wife’s non-profit, Cultural Coalition, is providing ongoing art classes for the afterschool program hosted at the property for resident children.



DATE COMPLETED 2015

NUMBER OF UNITS 66

LOT SIZE 1.4 acres

DENSITY 47 units per acre

UNIT SIZE 842 - 1,072 sq. ft.

UNIT MIX 41 2-beds, 25 3-beds

PARKING 69 auto spaces

AFFORDABILITY 40% - 60% AMI

FINANCING 9% LIHTC, ADOH HOME/HTF, City of Mesa HOME

PROJECT TYPE new construction

COMMUNITY BENEFIT affordable family housing

DEVELOPER CDP

NONPROFIT PARTNERS Integrity Housing

ARCHITECT Perlman Architects

CONTRACTOR ICON Builders

PROPERTY MANAGEMENT Celtic

SUSTAINABILITY ADOH Prescriptive Path

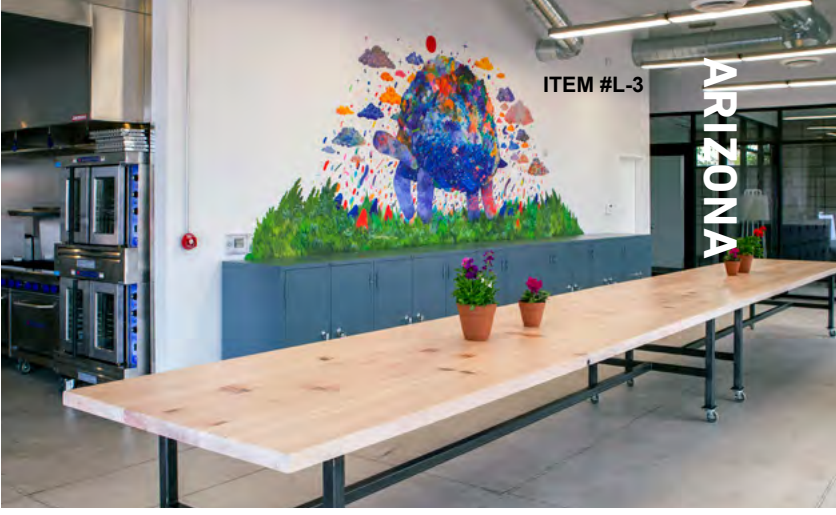
EL RANCHO DEL SOL

MESA, ARIZONA

El Rancho Del Sol is an acquisition/demolition/new construction project of a blighted apartment building and underutilized office building adjacent to our existing El Rancho Del Arte community. CDP built upon the success of the first phase by constructing an adjacent community that consists of 47 units in two 4-story buildings that serve low-income households with a preference for families with children. It is comprised of 2, 3, and 4 bedroom units.

The community features landscaped areas with both edible and drought tolerant plants, and a “Tot Lot” that encourages children to play outside. The property showcases elevated roof top terraces with outdoor eating areas and communal BBQs. A New Leaf provides resident supportive services along with Local First Arizona which is providing an on-site business accelerator program for enterprising residents aimed at creating or expanding their business ideas.

Like its predecessor, El Rancho II proudly integrates the arts into its design, features local artist works, and provides art programs for children. There is a pedestrian connection from El Rancho del Arte to El Rancho II to encourage resident interaction and collaboration.



DATE COMPLETED 2015

NUMBER OF UNITS 47

LOT SIZE 1.09 acres

DENSITY 43 units per acre

UNIT SIZE 942 - 1,988 sq. ft.

UNIT MIX 26 2-beds, 11 3-beds,
10 4-beds

PARKING 47 auto spaces

AFFORDABILITY 40% - 60% AMI

FINANCING 9% LIHTC, ADOH HOME,
City of Mesa HOME

PROJECT TYPE new construction

**COMMUNITY
BENEFIT** affordable family
housing

DEVELOPER CDP

**NONPROFIT
PARTNERS** FFAH

ARCHITECT Perlman

CONTRACTOR Rytan Construction

**PROPERTY
MANAGEMENT** Celtic

SUSTAINABILITY LEED Gold

THE MARQUEE

PHOENIX, ARIZONA

Built in 1958, The Marquee is brimming with mid-century desert modern architectural character and was begging to be restored after several decades of neglect. The building was selected for redevelopment by CDP based on its capacity for transformation. By upcycling the existing structure CDP was able to provide a high quality of life in an ideal part of town to income restricted seniors.

Centrally located, the project benefits from a transit-oriented, vehicle independent, urban location in the heart of Roosevelt Row Arts District. The project also features a large mural, a resident herb garden and outdoor recreation space including a pool. Our residents are energized and empowered by the urban amenities, the sustainable measures incorporated, and the smart interior finishes.

For neighborhood outreach, we reached out to the Roosevelt Row Neighborhood Association of local artists and polled surrounding neighborhood groups to create a project that both paid tribute to the vibrant life of the downtown area while meeting the needs of the residents. CDP partnered with local artist Zarco Guerrero, whose family has been in Mesa for generations. His wife’s non-profit, Cultural Coalition, is providing ongoing art classes for the afterschool program hosted at the property for resident children.



COMMUNITY DEVELOPMENT PARTNERS

DATE COMPLETED 2013

NUMBER OF UNITS 34

LOT SIZE .55 acres

DENSITY 61.8 units per acre

UNIT SIZE 600 sq. ft.

UNIT MIX 34 1-beds

PARKING 34 auto spaces

AFFORDABILITY 40% - 60% AMI

FINANCING 9% LIHTC, State Housing Trust Fund

PROJECT TYPE acquisition rehab

COMMUNITY BENEFIT affordable senior housing (65+)

DEVELOPER CDP

NONPROFIT PARTNERS La Fontera

ARCHITECT Anderson Architects

CONTRACTOR Adolfson Peterson

PROPERTY MANAGEMENT Celtic

SUSTAINABILITY ADOH Prescriptive Path

ALHAMBRA MESA

MESA, ARIZONA

The goal of the Alhambra project was to create a unique student living experience for a small University while also saving one of the oldest buildings within the City of Mesa, AZ by converting a nationally recognized historic hotel into dormitory style student housing.

Completed in 2016, the Alhambra Student Housing project brought new life to a brick building from the late 19th century. With years of deferred maintenance, the old Alhambra Hotel was begging for a new life. St. Benedictine University, located 1/4 mile from the Alhambra Hotel, had a need to provide their students with a housing option. The Alhambra Hotel was a perfect fit. By opening the street-facing ground floor and renovating the small hotel rooms into dorm rooms, the University was able to offer over 60 beds to their students with unique study and common spaces. The once barren courtyard was re-designed to offer students an outdoor living room to enjoy the Arizona weather.



ITEM #L-3

ARIZONA



COMMUNITY DEVELOPMENT PARTNERS

DATE COMPLETED 2016

NUMBER OF UNITS 37

UNIT MIX 13 1-beds, 23 2-beds,
1 3-bed

PARKING

FINANCING Raza Development Fund

PROJECT TYPE acquisition rehab

COMMUNITY BENEFIT student housing,
transit oriented design,
adaptive reuse

DEVELOPER CDP

NONPROFIT PARTNERS Benedictine University

ARCHITECT John Douglas Architects

CONTRACTOR Venue Builders

PROPERTY MANAGEMENT Benedictine University



NEVADA

BALTIMORE GARDENS AND CLEVELAND GARDENS

LAS VEGAS, NEVADA

The Baltimore and Cleveland Gardens projects entails the acquisition, preservation, and rehabilitation of two existing HUD-assisted developments located in Las Vegas, NV. The properties are located in close proximity of each other and consist of 201 units throughout 21 buildings constructed between 1958-1960.

All 201 of these units receive project-based rental assistance with Section 8 HAP contracts. CDP has partnered with BLVD Capital on this project and has renovated the unit interiors and building systems to enhance living conditions and improve energy efficiency and security. Interior upgrades were added to bring the units up to modern standards including new cabinets, countertops, lighting, painting, flooring and appliances. Construction completed and 100% occupancy was achieved in November, 2017.



ITEM #L-3

NEVADA

DATE COMPLETED 2017

PROJECT TYPE acquisition rehab

NUMBER OF UNITS 201

COMMUNITY BENEFIT low income housing

LOT SIZE 3.94 acres

DEVELOPER CDP

DENSITY 51 units per acre

NONPROFIT PARTNERS SNRHA

UNIT SIZE 341 - 940 sq. ft.

ARCHITECT Integrated Design & Architecture

UNIT MIX 3 studios, 124 1-beds, 70 2-beds, 4 3-beds

CONTRACTOR Precision General Contractors

PARKING 129 auto spaces

PROPERTY MANAGEMENT Cornerstone

AFFORDABILITY 60% AMI

SUSTAINABILITY NHD Prescriptive Path

FINANCING 4% LIHTC, tax exempt bonds, HOME



info@communitydevpartners.com

126 NE Alberta Street, Suite 202 | Portland, OR 97211

3416 Via Oporto, Suite 301 | Newport Beach, CA 92663

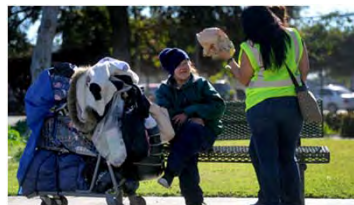
Exclusive Negotiating Agreement With Community Development Partners for a Homeless Solutions Center 241 W. Second Street

City Council Meeting
June 30, 2020
Emilio Ramirez, Housing Director



HOMELESSNESS IN OXNARD - POINT IN TIME COUNT

	2019	2020
Sheltered	89	184
Transitional Housing	4	4
Unsheltered	455	367



A photograph of the exterior of the building at 10000 E. 1st Avenue, Suite 100. The building is a single-story, light-colored structure with a flat roof. It features a central entrance with a small overhang and a sign above the door that reads "10000 E. 1st Avenue". To the right of the entrance, there is a large window and a sign that reads "10000 E. 1st Avenue". The building is surrounded by a parking lot with several cars parked. A large tree is visible on the left side of the building. The sky is clear and blue.

- 110 Beds For Single Men and Women
- Meal Program
- Case Management
- Housing Navigation
- Pet Accommodations
- Shower and Laundry

MERCY  HOUSE

3

SITE MAP SHOWING FLIGHT RESTRICTION ZONE



4

SEARCHING FOR A PERMANENT LOCATION

1. In 2017, Homeless Shelter Site Committee met on a regular basis to consider shelter sites.
 - a) Visited approximately 10 potential sites.
 - b) June 2018, Shelter Site Committee disbanded.
2. September 18, 2018 - Council approved the City's Five Year Homeless Plan and Strategy.
3. July 2019, Housing Department resumed the search of an alternate site.
4. October 2019, staff received Council approval to negotiate a lease at 1258 Saviers Rd.
5. November 2019, Council approved lease agreement for 1258 Saviers Rd.
6. January 2020, City terminated lease for 1258 Saviers Rd.
7. Began search for a comprehensive homeless solution.

5

SEARCHING FOR A SITE

Between July 2019- Oct. 2019 staff evaluated 21 sites

1. 710 Ives	In Escrow	11. 201 Lombard	ONI
2. 1731 Ives	In Escrow	12. 1731 Ives	In Escrow
3. 720 Pacific	ONI	13. 1620 Emerson	ONI
4. 2400 Sturgis	ONI	14. 2150 Trabajo	Not Allowed
5. 600 E. Fifth	Not Allowed	15. 1101 Maulhardt	ONI
6. 500 E. Third	Not Allowed	16. 1975 Lockwood	ONI
7. 1641 Mtn View	ONI	17. 301 S. Rice	ONI
8. 1551 Pacific	ONI	18. 1200 Statham	Too Large
9. 2021 Cabot	ONI	19. 1401 N. Rice	Too Large
10. 3151 W. Fifth	Airport	20. 1201 Rice	ONI
		21. 220 S. K	Airport

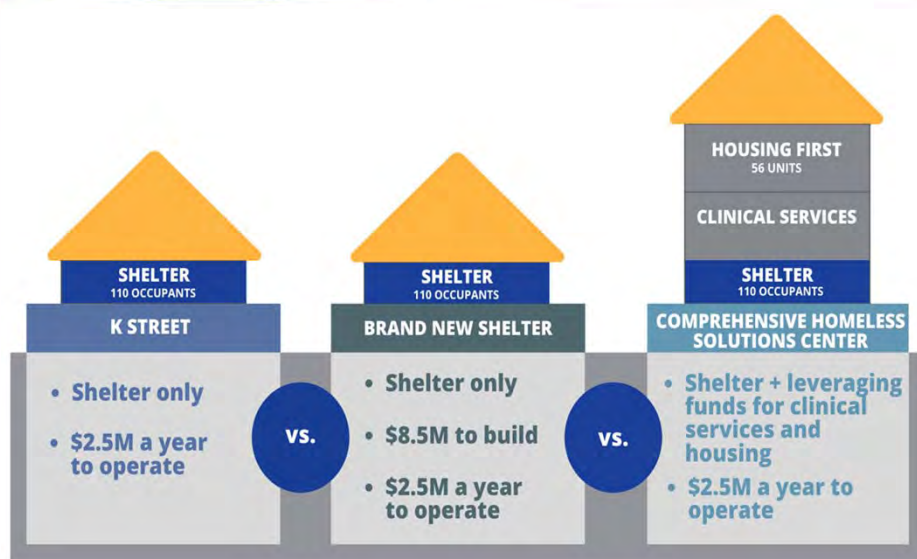
ONI = Owner Not Interested

SEARCHING FOR A PERMANENT LOCATION

1. October 2019, staff received Council approval to negotiate a lease at 1258 Saviers Road.
2. November 2019, Council approved lease agreement for 1258 Saviers.
3. January 2020, City terminated lease for 1258 Saviers.
4. Staff continued their search for a permanent location.

7

SHELTER OPTIONS



8

THE POTENTIAL AT SECOND AND B



PROJECT SUMMARY

• SITE AREA	44 ACRES
• TOTAL UNITS	86 UNITS
• NET DENSITY	157 DENS./AC
• BUILDINGS	3 BUILDINGS
• BUILDING HEIGHT	40 FT
• BUILDING TYPE	PODS
• LEASING & SERVICES	TYPE I OVER TYPE I
• SHELTER	13,470 SF
• NET REVENUE	13,470 SF
• AVE. UNIT S.F.	40 SF

UNIT SUMMARY

SHR	44 UNITS (70%)
SM	42 UNITS (50%)
TOTAL	86 UNITS (100%)

PARKING SUMMARY

COMM. PARKING REQUIRED	14 SPACES
RESIDENTIAL PARKING REQUIRED	9 SPACES
TOTAL	23 SPACES
PARKING PROVIDED	10 SPACES
ON-SITE	10 SPACES
OFF-SITE	13 SPACES

OXNARD PSH & SHELTER

CONCEPTUAL SITE PLAN - SCHEME B

03



9

THE POTENTIAL AT SECOND AND B



OXNARD PSH & SHELTER

CONCEPTUAL FLOOR PLANS - SCHEME B

04



10

THE POTENTIAL AT SECOND AND B



OXNARD PSH & SHELTER

CONCEPTUAL RENDERING

03

Community
Development
Partners

OXNARD, CA

06-11-2020

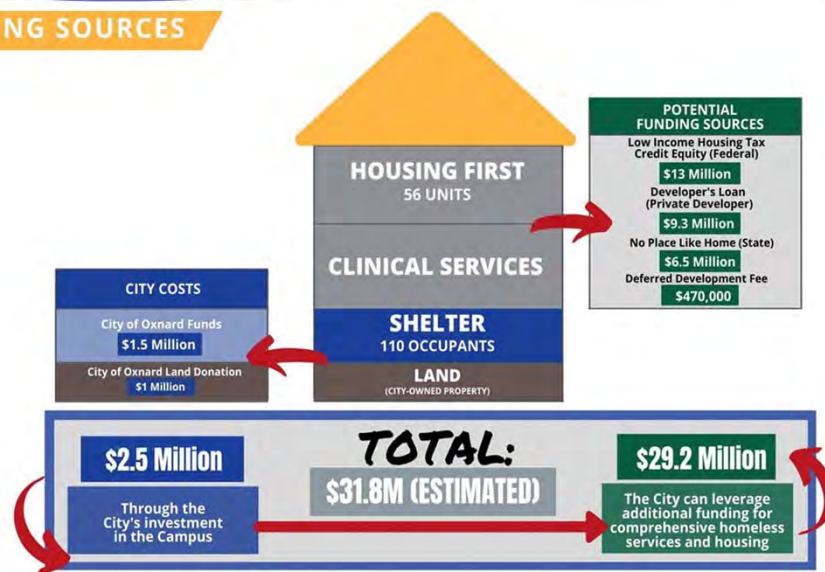
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11

HOMELESS SOLUTIONS CENTER

FUNDING SOURCES



12

PROPOSING AN EXCLUSIVE NEGOTIATING AGREEMENT

1. Exclusive negotiating agreement with Community Development Partners.
2. Negotiate the development of a mixed use development including local funding contributions.
3. Negotiate the disposition of City owned real property.
4. Initial twelve-month term with a potential extension for an additional year.
5. Define Community Development Partners role in procuring the necessary funding.
6. Project subject to the City's development review process.
7. Does not guarantee project approval, financial commitment or disposition of land.

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COMMUNITY DEVELOPMENT PARTNERS

AQUA HOUSE

SANTA ANA, CALIFORNIA

The Aqua is the proposed redevelopment of an existing rundown motel site that fills an urgent need for permanent housing opportunities for Santa Ana's homeless population. Ideally situated among over two dozen public, social and health service providers, Aqua House will serve the special needs of individuals living with chronic homelessness including mental and physical disabilities. There will be property managers, case managers and community service providers available on-site offering services, classes, and programming for the tenants.

CDP has partnered with Magna Realty and Merry House to provide 57 studio and one-bedroom units of permanent supportive housing among a diverse array of amenities, open spaces, and services. The development will be configured as a series of three buildings, two consisting of mostly dwelling units and the third housing community amenities, on-site management and spaces for service providers. These "interlocking box" buildings will be connected by a series of open walkways, engaging staircases and elevators where necessary. The open walkways and staircases are designed to maximize residents' access to natural light and air while maintaining strong visual connections throughout the community. The landscape will balance the desire for a lush environment with the local semi-arid climate using drought tolerant and native plants.



DATE COMPLETED under construction

NUMBER OF UNITS 57 units

LOT SIZE 100 acres

DENSITY 100 units per acre

UNIT MIX 1/2 studios, 1/2 1 beds

PARKING 57 auto spaces

AFFORDABILITY 100% - 100% AMI

FINANCING 10% LPHC, 90% PDC

100%

PROJECT TYPE new construction

COMMUNITY BENEFIT permanent supportive housing

DEVELOPER CDP

NONPROFIT PARTNERS Merry House

ARCHITECT Architecture Design Collaborative

CONTRACTOR Watson Construction

PROPERTY MANAGEMENT Susan Enterprises

14

COMMUNITY DEVELOPMENT PARTNERS

ZOCALO AT TINY TIM

SANTA ANA, CALIFORNIA

Zocalo at Tiny Tim is the redevelopment and repurposing of an underutilized strip retail center that has long since lost its draw. The project includes creation of 57 new high quality rental homes targeting large low-income families, in addition to upgrades to the existing retail businesses currently occupying the property.

The site upgrades include adding a central mini park, enhancing site landscaping, and the addition of a community garden, running park, outdoor gym, and art installations. Existing commercial tenants will enjoy upgraded building exteriors while vacant spaces will be filled with art focused non-profit service providers offering programs that benefit residents and the broader community. The new residential building will include structured, secured parking, on-site management offices, services offices, a podium deck with outdoor amenity space, computer lab and gym.



DATE COMPLETED Under construction

NUMBER OF UNITS 57

LOT SIZE 2.27 acres

DENSITY 23.8 units per acre

UNIT SIZE 800 - 1,200 sq ft

UNIT MIX 20 2 beds, 20 3 beds, 2 4 beds

PARKING 79 auto spaces

AFFORDABILITY 100% - 60% AMI

FINANCING 4% LMTD tax exempt bonds, NHTC's ARDC, Santa Ana funding

PROJECT TYPE New construction

COMMUNITY BENEFIT Housing

DEVELOPER CDP

NONPROFIT Partner: Housing

ARCHITECT City Fabric

CONTRACTOR Watson Construction

PROPERTY MANAGEMENT Sunset Communities

SUSTAINABILITY LEED Gold

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COMMUNITY OUTREACH

1. Wilson Neighborhood Meeting held on February 2, 2020.
2. Town Hall Meeting on February 11, 2020.
3. Community Meeting on February 27, 2020.
4. Downtown Oxnard Board Meeting January 22, 2020.
5. Dignity Health hosted a meeting on March 3, 2020.
6. Commission on Homelessness on March 2, 2020.
 - a) A member of the Commission made a motion to object to the navigation center location. The motion failed.

16

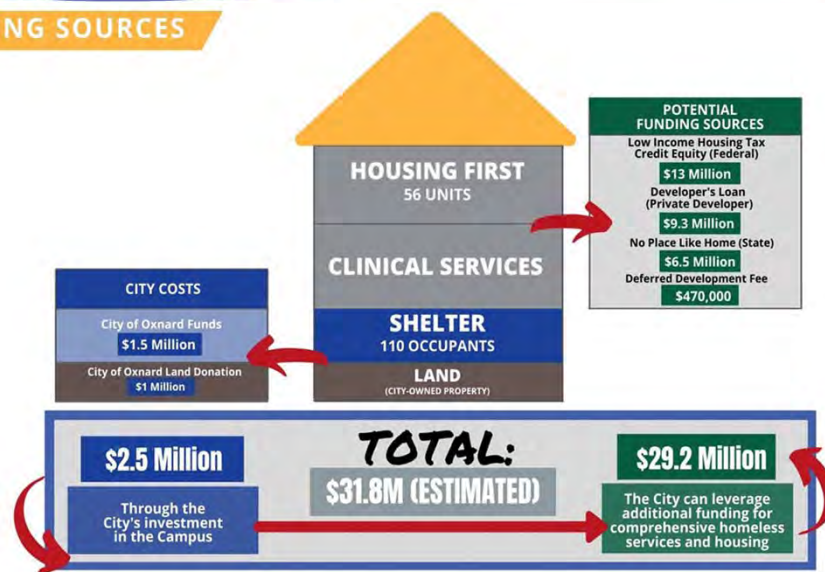
RECOMMENDATION

That the City Council approved an Exclusive Negotiating Agreement by and between Community Development Partners and the City of Oxnard for a mixed-use Homeless Solutions Center at 241 W. Second Street.

17

Homeless Solutions Center

FUNDING SOURCES





CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. L.4

DATE: June 30, 2020

TO: City Council

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

SUBJECT: Second Amendment to Agreement A-8194 with Mercy House for the Provision of Shelter and Navigation Center Operations. (10/10/10)

RECOMMENDATION

That the City Council:

1. Approve the Second Amendment to Agreement A-8194 with Mercy House for the provision of shelter and navigation center operations in Fiscal Year 2020-2021, in the amount not-to-exceed \$1,944,209 (inclusive of the COVID-19 Contingency Costs) bringing the total cost for the Amended Agreement to a not-to-exceed amount of \$3,367,476 (inclusive of \$936,727 for COVID-19 Cost);
2. Direct staff to return to Council to recognize the appropriation of \$241,916 of Coronavirus Aid, Relief and Economic Security Act (CARES) funds; and
3. Direct staff to return to Council upon receipt by the city of Permanent Local Housing Allocation (PLHA) funds for acceptance and appropriation of \$744,209 of said funding for the purpose of covering the cost of shelter operations. (Housing and Economic Development Committee approved 3-0)

BACKGROUND

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

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

Mercy has been contracted to operate the 110-bed, twenty-four-hour shelter at the former National Guard Armory on K Street since May of 2019. The shelter provides a safe place to sleep, shelter from the elements, meals, and sanitation and related services for individuals experiencing homelessness. On December 16, 2019, Council approved Agreement No. A-8194 with Mercy House, in the amount of \$1,186,560.00, covering shelter operations through June 30, 2020.

The onset of the COVID-19 public health emergency required the City and Mercy to make immediate modifications in the operation of the shelter. The former Armory facility did not have sufficient space for the 110 beds to be deployed in such a way as to meet the social distancing requirements necessary to address the public health orders. Therefore, since the Police Athletic League (PAL) was shut down due to COVID-19, staff in cooperation with Mercy transferred seventy-eight (78) of the 110 beds to the PAL. This required Mercy House to hire additional staff and security resources to operate both the Armory and PAL locations. Operating multiple sites will continue for as long as public health social distancing regulations require spatial dispersal of beds.

On April 21, 2020, Council approved the First Amendment to Agreement A-8194 to provide for the additional cost of addressing the COVID-19 emergency. For the period of April through June of 2020, the amount of the additional cost increased the total A-8194 agreement cost by \$236,707 to \$1,423,267. The increased expenses resulting from compliance with the COVID-19 emergency public health regulations have continued to be monitored and tracked separately from regular operating expenses. The City will continue to seek all available resources (including Federal Emergency Management Agency, State of California, and County of Ventura funding sources) to obtain maximum reimbursement for COVID-19 related expenditures.

DISCUSSION

In order to provide for uninterrupted operation of the shelter and navigation center, staff and Mercy House entered into discussions for an extension of the operating agreement for Fiscal Year 2020-2021. The result of those discussions is the proposed Second Amendment (Attachment No. 3).

The projected annual operating cost for FY 2020-21 is \$2,564,818, exclusive of the COVID-19-related expenses. The City and Mercy House together are drawing from different grant funding sources to minimize the cost impact on the City. Mercy House is the direct recipient of three grants, which combined will bring \$1,320,629. That amount will cover slightly more than 51% of the \$2,564,818 FY 2020-21 operating costs (exclusive of any COVID-related expenses). The remainder of \$1,244,189 will constitute the City's share of the FY 2020-21 operational costs. This yields a monthly cost to the City of \$103,682. The monthly cost to the City for the original six-month Agreement was \$197,760.

In addition to the three grants that Mercy House will use for shelter operations, the City anticipates a disbursement of \$744,189 from the Permanent Local Housing Allocation (PLHA) grant. This grant will further reduce the City's Measure O monthly cost \$41,667 for the Armory facility.

With respect to the extension of the shelter from a single-site operation to a two-site operation, staff notes that it is not possible to predict how long it will be necessary to continue operating at multiple sites. The Second Amendment includes a contingency for this continued operation at multiple sites for the entire fiscal year, and provides that if and when the situation permits for a return to operations at a single-site.

If the need to continue multiple-site operations were to last through the entire twelve months of the upcoming fiscal year, the annual cost would represent an additional cost of \$700,020 (\$58,335 per month). The federal CARES (the Corona Aid, Relief, and Economic Security) Act is available in the amount of \$241,916 to offset the \$700,020. That amount is sufficient to cover the cost at the PAL location from July through October of 2020, inclusive. If it remains necessary to continue two-site operations beyond October, the additional cost would be borne by the City's Measure O Homeless Programs allocation, which is included in the City's proposed FY 20-21 budget.

The total cost of the FY 2020-21 operation is set forth in the following table:

		Single-Site Operation	COVID-19 Second Site	Cost for Both Sites
Mercy House Contribution	HHAP I	\$895,811	n/a	\$895,811
	HHAP II	\$368,000	n/a	\$368,000
	ESG	\$56,818	n/a	\$56,818
	Sub-Total:	\$1,320,629	n/a	\$1,320,629
City Portion of Operation Costs	Measure O	\$500,000	n/a	\$500,000
	PHLA	\$744,189	n/a	\$744,189
	Sub-Total:	\$1,244,189	n/a	\$1,244,189
	Non-COVID Total:	\$2,564,818	n/a	\$2,564,818
Potential Fiscal Year 2020-21 COVID-19 Contingency Cost	CARES Act	n/a	\$241,916	\$241,916
	Measure O	n/a	\$458,104	\$458,104
	Sub-Total	n/a	\$700,020	\$700,020

Funds from the two HHAP grants will be disbursed directly to Mercy House. The \$56,818 of Mercy House's Emergency Shelter Grant represents a carryover of FY 2019-20 ESG funding, which was approved by Council on June 4, 2019. As part of the FY 19-20 budget Council appropriated \$1,000,000 in Measure O for Homeless Programs. The proposed FY 20-21 budget also includes an appropriation of \$1,000,000 in Measure O for Homeless Programs.

Staff will return to Council for formal authorization to appropriate the PLHA and CARES Act funds. The request for appropriation of the \$241,916 in CARES Act funds for the shelter will be included in the recommended allocation of the City's total CARES Act funding that will be presented to Council in July. The supplemental authorization of the \$744,189 disbursement to the City from the state Permanent Local Housing Allocation (PLHA), will be presented at a future Council meeting following receipt and formal acceptance of that funding by the City.

Due to the utilization of the various grant funding sources the City's monthly cost for homeless services at the Armory are \$41,667 for FY 2020-21, which is significantly less than the current monthly cost of \$197,760. If a two-site operation is needed for the entire fiscal year a maximum of \$79,842 per month in City funds (Measure O) will be needed, or a total contribution of \$162,017 per month if the grant funds the City will receive for these efforts are included in the monthly total. In addition, the City will seek reimbursement from the Federal Emergency Management Agency (FEMA) for any General Fund monies that are expended due to the COVID-19 emergency.

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 2. Address homelessness through the development and implementation of a multi-tiered strategy.

Objective 2a. Identify the City's homelessness mission and create a 5-year plan to address homelessness.

FINANCIAL IMPACT

The not-to-exceed cost of the Second Amendment for Fiscal Year 2020-2021 is \$1,944,209, inclusive of the COVID-19 Contingency costs.

Of the amended value \$958,104 will be covered from Fiscal Year 2020-21 proposed Measure “O” Homeless Program (Project MO5101, Account No. 104-5105-804.82-09). As set forth above, staff will return to Council in the near future to recognize the appropriation of \$241,916 from CARES Act and appropriate \$744,189 of PHLA funds towards the cost of this Second Amendment to Agreement A-8194.

COMMITTEE OUTCOME

This item was heard by the Housing And Economic Development Committee on May 26th. The Committee recommended the extension of the agreement to City Council with a 3-0 vote.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. A-8194 - Second Amendment to Agreement for Professional Services
2. A-8194 Agreement for Professional Services
3. A-8194 First Amendment to Agreement for Professional Services
4. Mercy House Agreement and Shelter Presentation

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment (“Second Amendment”) to the Agreement for Professional Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this 30th day of June, 2020, by and between the City of Oxnard, a municipal corporation (“City”), and Mercy House (“Consultant”). This Second Amendment amends the Agreement entered into on January 1, 2020, by City and Consultant, and subsequently amended by the First Amendment entered into on March 22, 2020.

City and Consultant agree as follows:

1. The “Agreement Ending Date” in Section 5 of the Cover Page of the Agreement is hereby amended to now read “Agreement Ending Date: June 30, 2021.”
2. The “Total Agreement Amount” in Section 6 of the Cover Page of the Agreement is hereby amended to now read “Not to exceed \$2,667,456.00, with an additional COVID-19 Emergency Contingency Cost Increment not to exceed an additional \$936,727.00”.
3. The “Scope of Services Exhibit” is hereby amended to read as follows:

Consultant will provide homeless shelter services to the City of Oxnard at the current shelter location at 351 South K Street in Oxnard from January 1, 2020 through June 30, 2021. The specific areas in which the Consultant will provide services are (1) Operate and manage homeless shelter 24 hours a day, seven days a week. (2) Provide supervision of shelter managers and staff. (3) Deliver quality homeless shelter services for up to 110 participants per day; (4) Work effectively with City and neighboring jurisdictions to ensure needs and services are coordinated. (5) Work closely with City to improve indoor ADA accessibility and other needed indoor capital improvements at the shelter campus; (6) collaborate with the City of Oxnard and the County of Ventura in the development of a tri-partite agreement governing the operation of the future permanent year-round shelter; and (7) Develop a program and engage in fund-development for the future permanent year-round shelter operation. These areas are detailed with more specificity below:

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

- Consultant will provide three meals (one hot meal) per day, a shower and clean bed for shelter participants (facility currently has 110 beds).
- Consultant will work with case managers, housing navigators, and local homeless social service agency staff to assist shelter participants.
- Consultant will provide 24 hour security service and work to minimize negative impacts within 500 ft. of shelter facility due to any activity conducted by shelter participants or other homeless persons.
- Consultant will employ the necessary staffing to ensure shelter operations provide quality services and hospitality at all times.
- Consultant will maintain a clean, healthy and sanitary shelter facility at all times.
- Consultant will provide storage of acceptable personal belongings; and storage of acceptable material donations, which will be used for the benefit of shelter participants’ health, hygiene and personal well-being.
- Consultant will allow personal pets or service animal into the shelter when it can be done in a way that will ensure that the safety of all shelter staff and participants is not threatened.
- Consultant will work with City to identify any and all issues that will need to be addressed before Consultant transitions the Oxnard Navigation Center into a permanent shelter operation under Consultant’s management.
- Consultant will provide laundry service for bedding lines, towels, and client clothing, at an on-site facility which has been established for this purpose.

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

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

Capital Improvements and Accessibility Modifications: City and Consultant acknowledge that (1) the future permanent year-round shelter is anticipated to be operated at another site in the City of Oxnard; (2) Consultant has been selected as the operator of that future permanent year-round shelter; (3) Consultant agrees to provide input and design recommendations, to both the City and to any professional architectural and engineering firms retained by the City, and to be involved in the pre-development phase to determine the type of design elements that are desirable to be incorporated into the permanent shelter; and (4) the current K Street site requires certain capital improvements and accessibility modifications in order to increase its suitability for the permanent shelter operation.

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

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

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

4. The "Rates and Costs Exhibit" is hereby amended to read as follows:

(A) Compensation: For the term of this agreement, City shall compensate Consultant a not-to-exceed total of \$2,667,456.00 for operations (exclusive of any additional "COVID-19 Emergency Contingency Cost Increment" for Fiscal Year 2020-21), consisting of the following three components:

- (i) For the period from January 1, 2020 through June 30, 2020 (per original Agreement A-8194):

Monthly: \$197,760.00

Total for this six-month period: \$1,186,560.00

- (ii) For the period from July 1, 2020, through June 30, 2021 (per this Second Amendment):

Total for this twelve-month period: \$1,244,189.00

- (iii) For the period from March 22, 2020, through June 30, 2020, an additional COVID-19 Emergency Cost Increment, per First Amendment to this Agreement: \$236,707.00

- (B). Contingency for multiple-site operation for Fiscal Year 2020-2021: In addition to the foregoing, an additional COVID-19 Emergency Contingency Cost Increment for Fiscal Year 2020-21, in an

amount not-to-exceed \$700,020.00 will be payable as follows, beginning July 1, 2020, and continuing until such time as operations can return to a single-site:

For the period from July 1, 2020, through June 30, 2021 (per this Second Amendment):
Monthly: \$58,335.00
Not-to-exceed twelve-month total: \$700,020.00

(C). In addition to the aforementioned amounts, Consultant is the direct recipient of additional grant funds for shelter operations in Fiscal Year 2020-2021 in the following amounts: \$1,263,811.00 in Homeless Housing Assistance and Prevention (HHAP); and \$56,818.00 in FY 2019-2020 Emergency Shelter Grant Funds.

Terms of Payment: Consultant shall invoice City on a monthly basis for the single-site operating costs for all months from January 2020 through June 2021, inclusive. In addition, Consultant shall invoice City separately for the Additional COVID-19 Emergency Contingency Cost Increments for each month that Consultant is required to operate at multiple sites, in accordance with the preceding section, as set forth in the “Provisions for Modified Operations during COVID-19 Emergency” section of the Scope of Services. Upon cessation of multiple-site operations, Consultant shall cease invoicing for any Additional COVID-19 Emergency Contingency Cost Increment, and thereafter shall invoice City only for the single-site operating costs as set forth in Sections (A) and (B) above.

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

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

MERCY HOUSE

Larry Haynes, Executive Director	Date
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ATTEST:

Patti Long, Associate Director	Date
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APPROVED AS TO FORM:

 Stephen M. Fischer, City Attorney Date

Agreement No. A-8194

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: January 1, 2020
- (2) Consultant: Mercy House
- (3) Services: Emergency Shelter Operating Agreement
- (4) Schedule of Services:
- Shelter operation services shall be provided between January 1, 2020 and June 30, 2020, inclusive. All services must be completed within one hundred eighty-two (182) calendar days of the Agreement start date listed above.
- (5) Agreement Ending Date: June 30, 2020
- (6) Total Agreement Amount: Not to exceed \$1,186,560.00
- (7) City's Project Manager: Emilio Ramirez
- (8) Consultant's Project Manager: Patti Long, Associate Director
- (9) Insurance Coverage: INS-B
- (10) Addresses for Notice:
- | | |
|--------------------------------------|--|
| <i>FOR CONSULTANT:</i> | <i>FOR CITY:</i> |
| P. O. Box 1905 | 435 South "D" Street |
| Santa Ana CA 92702 | Oxnard CA 93030 |
| Attn: Patti Long, Associate Director | Attn: Emilio Ramirez, Housing Director |
- (11) Contact Emails:
- | | |
|--|--------------------------------|
| <i>CONSULTANT'S PROJECT
MANAGER:</i> | <i>CITY'S PROJECT MANAGER:</i> |
| pattil@mercyhouse.net | emilio.ramirez@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-B)

12/17/2019 *IF*
APPROVED
DATE

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.

Agreement No. A-8194

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.

Agreement No. A-8194

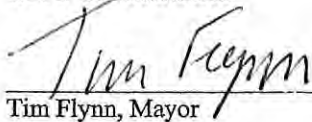
38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business 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

 12/17/19
 Tim Flynn, Mayor Date

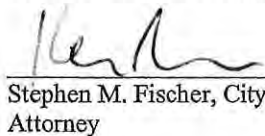
MERCY HOUSE

 12/15/19
 Patti Long, Associate Director Date

ATTEST:

 12/17/19
 Michelle Ascension, City Clerk Date

APPROVED AS TO FORM:

 12/17/19
 Stephen M. Fischer, City Attorney Date

SCOPE OF SERVICES EXHIBIT

Consultant will provide homeless shelter services to the City of Oxnard at the current shelter location at 351 South K Street in Oxnard from January 1, 2020 through June 30, 2020. The specific areas in which the Consultant will provide services are (1) Operate and manage homeless shelter 24 hours a day, seven days a week. (2) Provide supervision of shelter managers and staff. (3) Deliver quality homeless shelter services for up to 110 participants per day; (4) Work effectively with City and neighboring jurisdictions to ensure needs and services are coordinated. (5) Work closely with City to improve indoor ADA accessibility and other needed indoor capital improvements at the shelter campus; (6) collaborate with the City of Oxnard and the County of Ventura in the development of a tri-partite agreement governing the operation of the future permanent year-round shelter; and (7) Develop a program and engage in fund-development for the future permanent year-round shelter operation. These areas are detailed with more specificity below:

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

- Consultant will provide three meals (one hot meal) per day, a shower and clean bed for shelter participants (facility currently has 110 beds).
- Consultant will work with case managers, housing navigators, and local homeless social service agency staff to assist shelter participants.
- Consultant will provide 24 hour security service and work to minimize negative impacts within 500 ft. of shelter facility due to any activity conducted by shelter participants or other homeless persons.
- Consultant will employ the necessary staffing to ensure shelter operations provide quality services and hospitality at all times.
- Consultant will maintain a clean, healthy and sanitary shelter facility at all times.
- Consultant will provide storage of acceptable personal belongings; and storage of acceptable material donations, which will be used for the benefit of shelter participants' health, hygiene and personal well-being.
- Consultant will allow personal pets or service animal into the shelter when it can be done in a way that will ensure that the safety of all shelter staff and participants is not threatened.
- Consultant will work with City to identify any and all issues that will need to be addressed before Consultant transitions the Oxnard Navigation Center into a permanent shelter operation under Consultant's management.
- Consultant will provide laundry service for bedding lines, towels, and client clothing. It is the intention of the parties to provide an on-site facility for this purpose. City shall exercise its best efforts to establish such on-site facility, with washers and dryers as soon practicable.

No later than January 15, 2020, City shall provide Consultant, free of charge, a 10-passenger transport vehicle, in good working order, which Consultant shall utilize for the purpose of transporting shelter clients to and from appointments and other necessary destinations during the duration of this Agreement. Upon acceptance of transfer of the vehicle, Consultant shall be responsible for license, registration, insurance, maintenance, and other operating costs.

Capital Improvements and Accessibility Modifications: City and Consultant acknowledge that (1) the future permanent year-round shelter is anticipated to be operated at another site in the City of Oxnard; (2) Consultant has been selected as the operator of that future permanent year-round shelter; (3) Consultant agrees to provide input and design recommendations, to both the City and to any professional architectural and engineering firms retained by the City, and to be involved in the pre-development phase to determine the type of design elements that are desirable to be incorporated into the permanent shelter; and (4) the current K Street site requires certain capital improvements and accessibility modifications in order to increase its suitability for the permanent shelter operation.

Consultant shall be responsible for ongoing rental cost of such restroom and shower facilities for the duration of this agreement.

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

Term of Agreement: January 1, 2020 to June 30, 2020

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

RATES AND COSTS EXHIBIT

Compensation: For the term of this agreement, Consultant shall be compensated a not-to-exceed total of \$1,186,560.00.

Terms of Payment: Consultant shall invoice City on a monthly basis, in the amount of \$197,760.00 per month.

INSURANCE EXHIBIT

INS-B

Agreement No. A-8194

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 22 day of MARCH, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Mercy House ("Consultant"). This First Amendment amends the Agreement entered into on January 1, 2020, by City and Consultant.

City and Consultant agree as follows:

1. The "Total Agreement Amount" in Section 6 of the Cover Page of the Agreement is hereby amend to now read "Not to exceed \$1,423,267.00".
2. The following language is added to the "Scope of Services Exhibit":

Commencing on or about March 22, 2020, Consultant will implement steps in accordance with government directives related to the recommendations for addressing the COVID-19 pandemic. Specifically, a sufficient number of beds will be transferred from the current location at 351 South K Street to an additional facility to be provided by City, in order to increase the spacing between beds, and to provide additional restroom and shower facilities deemed necessary by public health authorities. That additional facility shall be located at the Police Athletic League building, 350 South K Street, or such other location as designated by City.

Consultant shall increase staffing and security to appropriate levels in order to accommodate the need to provide shelter services at this second location. Consultant and City shall jointly determine the appropriate additional restroom, shower and other facilities and equipment that may be required to provide appropriate services, and shall take steps to ensure the provision thereof. The cost of such additional facilities and equipment shall be borne by Consultant.

Consultant shall separately track any and all expenditures incurred which are the result of responding to the COVID-19 pandemic, and shall provide a report to City, on a monthly basis, detailing such expenditures.

3. The "Rates and Costs Exhibit" is hereby amended to read as follows:

Compensation: For the term of this agreement, Consultant shall be compensated a Not-to-exceed total of \$1,423,267.00.

Terms of Payment: Consultant shall invoice City on a monthly basis, in the amount of \$197,760.00 per month for the months of January, February and March 2020; and in the amount of \$276,662.00 per month for April, May and June 2020.

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

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

CITY OF OXNARD

Tim Flynn 4/7/20
 Tim Flynn, Mayor Date
 Date

MERCY HOUSE, CONSULTANT

Larry Haynes 3/30/20
 Larry Haynes, Executive Director

ATTEST:

Michelle Ascension 4/8/20
 Michelle Ascension Date
 City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer 4/7/2020
 Stephen M. Fischer Date
 City Attorney

Mercy House Agreement for Shelter and Navigation Center Operations

City Council Meeting
June 30, 2020
Emilio Ramirez, Housing Director



Current Shelter Operation

- In 2018, Mercy House (Mercy) was procured by the County of Ventura in coordination with the Cities of Ventura and Oxnard.
 - Sought a homeless shelter operator with experience managing a low barrier navigation center following the principles of "Housing First."
- Mercy, a non-profit organization, was founded in 1988 to provide housing and comprehensive supportive services for a variety of homeless populations.
- Mercy now operates navigation centers in Ventura and Oxnard.

Current Shelter Operation

- Mercy took over operations of the City's 110-bed, 24-hour shelter at the former National Guard Armory, 351 South K St.
- On December 16, 2019, council approved a 6-month operating agreement with Mercy for \$1,186,560 (\$197,760 per month).



MERCY  HOUSE

- 110 beds
- Meal Program
- Case Management
- Housing Navigation
- Pet Accommodations
- Shower and Laundry

Impact of COVID-19 Emergency

- Former Armory facility is not large enough for 110 beds under social distancing mandate.
- On March 23, 2020, shelter operation expanded to a second location at Oxnard Police Athletic League (PAL) building.
 - 78 shelter beds were moved.
 - Two sites requires additional staff, security, restroom rentals.
- April 21, 2020, Council approved an amendment, increasing cost by \$236,707 (costs from March 23 through June 30, 2020) for the PAL location.
- Amendment increased total contract to a not to exceed amount of \$1,423,267.

COVID-19 Impact for FY 2020-21

- Requirement for spatial dispersal of shelter clients continues to be in effect.
- It is not possible to predict for how long a two-site operation will be necessary.
- As a contingency, the amendment includes operating the PAL facility for FY 20-21.

Shelter Operation FY 20-21

- Annual cost for shelter/navigation center for FY 2020-21 at the Armory is \$2,564,818.
- Annual cost for shelter/navigation center for FY 2020-21 at PAL is \$700,020.
- Proposed amended agreement for FY 2020-21 utilizes six different funding sources in order to keep the City's portion of costs to a minimum.

Grant Funding Sources For FY 2020-21 Shelter Operations

Single-Site Operation (Armory)		
Mercy House Contribution	HHAP I	\$895,811
	HHAP II	\$368,000
	ESG	<u>\$56,818</u>
	Sub-Total	\$1,320,629
City Contribution*	Measure O	\$500,000
	PHLA	<u>\$744,189</u>
	Sub-Total	\$1,244,189
Non-COVID Total:		\$2,564,818
COVID-19 Second Site (PAL)		
City Contribution*	CARES Act	\$241,916
	Measure O	<u>\$458,104</u>
COVID Total:		\$700,020

*Total City Contribution for 2 sites is \$958,104 of city money or \$1,944,209, inclusive of grants to the City.

City of Oxnard Costs

- City Costs under current agreement through June 30, 2020 are \$197,760/month.
- For FY 2020-21, City's share of costs for the Armory, not paid by PHLA, is \$41,667 per month.
- For FY 2020-21, City's share of costs for the 2 sites, not paid by grants or PHLA, is \$79,842 per month.
- For FY 20-21, the City's share of costs for 2 sites, inclusive of outside funding sources, is \$162,017 per month.

Recommendations

1. Approve the Second Amendment to Agreement A-8194 with Mercy House in the amount not-to-exceed \$1,944,209, inclusive of COVID-19 costs, for FY 20-21;
2. Direct staff to return to Council to recognize the appropriation of \$241,916 of Coronavirus Aid, Relief and Economic Security Act (CARES) funds; and
3. Direct staff to return to Council upon receipt by the city of Permanent Local Housing Allocation (PLHA) funds for acceptance and appropriation of \$744,209 of said funding for the purpose of covering the cost of shelter operations.

Questions?