

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



AGENDA
OXNARD CITY COUNCIL
HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE
Council Chambers, 305 West Third Street
November 24, 2020
Regular Meeting - 4:30 to 5:45 PM

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

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

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 2:00 p.m. on the day of the meeting. Please identify the committee name, meeting date, and agenda item in the email Subject line.

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

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Housing and Economic Development Committee approve the minutes of the November 10, 2020 regular meeting as presented.

Contact: Michelle Ascencion, (805) 385-7805

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

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

D. REPORTS

1. Housing Department

SUBJECT: City of Oxnard Consolidated Annual Performance and Evaluation Report (CAPER) 2019. (10/10/10)

RECOMMENDATION: That the Housing and Economic Development Committee recommend the City of Oxnard's Consolidated Annual Performance and Evaluation Report for FY2019-20 be forwarded to the full City Council for a public hearing at its December 15, 2020, regular meeting.

Contact: Emilio Ramirez, (805) 385-8094

2. Community Development Department

SUBJECT: Update and 6 Month Extension of Agreement Between the City and Oxnard Downtown Management District (ODMD). (5/10/5)

RECOMMENDATION: That the Housing and Economic Development Committee:

1. Receive an update on the efforts to strengthen the Downtown Oxnard Property Based Improvement District; and
2. Recommend to the City Council to Approve an extension and amendments to Agreement No. 4192-07-CD (Fifth Amendment) with the Oxnard Downtown Management District, Inc. to extend services to a maximum date of June 30, 2021.

Contact: Jeff Pengilley, (805) 385-8208

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

MINUTES
OXNARD CITY COUNCIL
HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE
Regular Meeting
November 10, 2020

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

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

Staff members present were Ashley Golden, Assistant City Manager; Kenneth Rozell, Chief Assistant City Attorney; Adam Smith, Project Manager; Roger Brooks, Code Compliance Manager; and Michelle Ascencion, City Clerk.

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

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Housing and Economic Development Committee approve the minutes of the October 13, 2020 regular meeting as presented.

It was moved by Member Basua, seconded by Chair Madrigal, to approve the minutes as presented.

VOTE: Basua and Madrigal voted in favor; the motion carried 2-0.

D. REPORTS

Community Development Department

1. SUBJECT: Exclusive Negotiating Agreements for Downtown Successor Agency Owned Parcels.

RECOMMENDATION: That the Housing and Economic Development Committee recommend:

1. That the Successor Agency authorize the Executive Director or designee to execute Agreement No. A-8246 with Many Mansions for the parcel located at 538 S. Meta Street;
2. That the Housing Authority Board of Commissioners authorize the Housing Director to execute Agreement No. A-8247 with the Successor Agency for the parcel located at 544 Meta Street and parcel APNs 201-0-272-030, 201-0-272-020, and 201-0-213-130; and
3. That the Successor Agency authorize the Executive Director or designee to execute Agreement No. A-8247 with the City Housing Authority for the parcel located at 544 Meta Street and parcel APNs 201-0-272-030, 201-0-272-020, and 201-0-213-130.

The Project Manager gave a report. Public comments were received from Pat Brown. Discussion ensued among the Committee and staff.

It was moved by Member Basua, seconded by Chair Madrigal, to approve the recommended action as presented. VOTE: Basua and Madrigal voted in favor; the motion carried 2-0.

City Manager Department

2. SUBJECT: Third Amendment to Exclusive Negotiation Agreements between the City of Oxnard and Clear Channel Outdoor, LLC and between the City of Oxnard and Outfront Foster Interstate, LLC, both regarding potential digital billboard sites on City-owned property and rights-of-way along U.S. Highway 101.
RECOMMENDATION: That the HEDC recommended that the City Council authorize the Mayor to execute a Third Amendment to Exclusive Negotiation Agreement:
 1. Between the City of Oxnard and Clear Channel Outdoor, LLC regarding potential digital billboard sites on City-owned property and rights-of-way on the north side of U.S. Highway 101 between Rose Avenue and Del Norte Boulevard and the south side of U.S. Highway 101 between Vineyard Avenue and Rice Avenue; and
 2. Between the City of Oxnard and Outfront Foster Interstate, LLC regarding potential digital billboard sites adjacent to RiverPark Boulevard near Vineyard Avenue (APN 132-003-301) and City-owned property and right-of-way on the north side of U.S. Highway 101 between Vineyard Avenue and Rose Avenue.

The Assistant City Manager gave a report. Public comments were received from Pat Brown. Discussion ensued among the Committee and staff.

It was moved by Member Basua, seconded by Chair Madrigal, to approve the recommended action as presented. VOTE: Basua and Madrigal voted in favor; the motion carried 2-0.

Community Development Department

3. SUBJECT: Safe Homes, Safe Families Repeat Offender Program Status Report.
RECOMMENDATION: That the Housing and Economic Development Committee receive a status report on the Safe Homes, Safe Families (SHSF) repeat offender program.

The Code Compliance Manager gave a report. Discussion ensued among the Committee and staff. No formal action was required.

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Madrigal adjourned the meeting at 5:13 p.m.

MICHELLE ASCENCION, CMC
City Clerk

OSCAR MADRIGAL
Chair



**HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE
AGENDA REPORT**

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

DATE: November 24, 2020

TO: Housing and Economic Development Committee

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

SUBJECT: City of Oxnard Consolidated Annual Performance and Evaluation Report (CAPER) 2019.
(10/10/10)

RECOMMENDATION

That the Housing and Economic Development Committee recommend the City of Oxnard's Consolidated Annual Performance and Evaluation Report for FY2019-20 be forwarded to the full City Council for a public hearing at its December 15, 2020, regular meeting.

BACKGROUND

Jurisdictions receiving Community Planning and Development formula grant funds from the United States Department of Housing and Urban Development are required to prepare and submit a Consolidated Annual Performance and Evaluation Report no later ninety days after the end of the fiscal year. The United States Department of Housing and Urban Development (HUD) is waiving the regulatory requirement that within 90-days of the end of a jurisdiction's program year a grantee shall submit to HUD a performance report known as the Consolidated Annual Performance and Evaluation Report (CAPER) has been authorized by the CARES Act Mega Waiver. For program year 2019 Consolidated Annual Performance and Evaluation Report, the requirement that grantees submit a performance report within 90 days after the close of a jurisdiction's program year is waived, subject to the condition that within 180 days after the close of a jurisdiction's program year the jurisdiction shall submit its performance report. Per the HUD CARES Act MEGA Waiver, the CAPER must be submitted within 180 days after June 30, 2020. This report provides a complete accounting of the use of grant funding and an assessment of how the accomplishments meet the goals established in the current Consolidated Plan and Annual Action Plan.

For the program year 2019, the City of Oxnard's Annual HUD entitlement grant allocations were \$2,516,091 for Community Development Block Grant funding, \$726,527 in HOME Investment Partnerships Act funding, and \$212,361 in HEARTH Emergency Solutions Grant funds.

The Consolidated Annual Performance and Evaluation Report for Fiscal Year 2019- 2020 contains narratives of performance results, and reports on expenditures generated by the Integrated Disbursement and Information System, which documents program accomplishments and beneficiaries related to the goals and objectives identified in the Consolidated Plan and Annual Action Plan. The Consolidated Annual Performance and Evaluation Report provides information during the reporting period as follows:

1. Description of the City’s progress in attaining and meeting its goals of providing affordable housing, and of reducing and ending homelessness;
2. Description of race and ethnicity of Oxnard families and persons assisted as a basis for compliance with non-discrimination requirements;
3. Description of actions taken in the program year for the public housing needs, the involvement of residents in management and homeownership participation;
4. Description of the standards and procedures in place for monitoring to ensure the long-term compliance of the involved programs;
5. Description of any changes in the Community Development Block Grant objectives;
6. Report on the Emergency Solutions Grant financial data, and its accomplishments in helping the homeless population.

The Notice of Public Comment Period and Availability of the Program Year 2019 Draft Consolidated Annual Performance and Evaluation Report was published in the VIDA newspaper on November 5, 2020 and the comment period is open for at least fifteen days, as required by the City’s Citizen Participation Plan (Attachment B).

The Consolidated Annual Performance and Evaluation Report is available for public review at the following website:

<https://www.oxnard.org/city-department/housing/grants-management/>

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.

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

Objective 3b. Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Citizen-Participation-Plan-Amended-July-10-2018_rev 10.6.2020

2. Link to CAPER 2019-2020
3. Oxnard Presentation CAPER 2019

City of Oxnard

Citizen Participation Plan

Amended July 10, 2018

Prepared by:

City of Oxnard – Housing Department – Grants Management

435 South D Street, Oxnard, California, 93030

E-mail Address: grantsmanagement@oxnard.org



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Introduction

Pursuant to Title 24, Code of Federal Regulations, Part 91.105, HUD entitlement cities are required to adopt a citizen participation plan. Subsection (a) requires that citizen participation plans adopted prior to August 17, 2015 need to incorporate newer provisions of the 24 CFR 91.105. The City of Oxnard originally adopted its Citizen Participation Plan on October 18, 1994. On July 25, 2000 the original document was amended. This amended Citizen Participation Plan will incorporate provisions to comply with 24 CFR 91.105.

Purpose of the Citizen Participation Plan (OCP)

The Citizen Participation Plan sets forth the policies and procedures for citizen participation in the development of the City of Oxnard (City) Consolidated Plan and Annual Action Plan, any substantial amendments to these plans and the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER), and the Assessment of Fair Housing (AFH), in coordination with the Oxnard Housing Authority (OHA).

The City shall provide the public with a reasonable opportunity to comment on the original Citizen Participation Plan and any amendments thereto. Amendments to the Citizen Participation Plan may be considered substantial or less than substantial as determined by the City based on the nature of the amendment and applicable HUD regulations. The 2018 amendment to the Citizen Participation Plan is substantial.

Encouragement of Citizen Participation

A key component of the Citizen Participation Plan is that it must provide for and encourage citizen participation, especially by low- and moderate-income persons, and in particular those persons living in areas designated by the City as a revitalization area or in a slum or blighted areas and residents of predominantly low- and moderate-income neighborhoods, and where CDBG funds are proposed to be used.

The City shall explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods. Efforts must be taken to encourage the participation of all its citizens, including minorities and non-English speaking persons, and persons with disabilities.

Consolidated Plan and Annual Action Plan Preparation

The Citizen Participation Plan addresses the preparation cycles for the Oxnard Consolidated Plans and Annual Action Plans.

The U.S. Department of Housing and Urban Development (HUD) requires a community receiving funding under Community Planning and Development formula grant programs to submit to HUD a multi-year consolidated plan and annual action plan.

The consolidated plan is a program and funding implementation plan combined in one document that states the City of Oxnard's goals and objectives for housing and community planning and development. In addition, a community must have a consolidated plan approved by HUD before receiving funds under the formula grant programs; Community Development Block Grant (CDBG), including activities under Section 108, such as guaranteed loan funds, Emergency Shelter Grants (ESG), HOME Investment Partnerships (HOME), and Housing Opportunities for Persons With Aids (HOPWA).

The consolidated plan is typically a five-year strategic plan to address unmet public service and housing needs of low-income persons and families within the City. For each of the five years, an annual action plan is developed in preparation for the subsequent grant year which identifies specific activities, goals and funding allocations.

Environmental Reviews

The City maintains a written record of the environmental review undertaken for every project or program receiving federal funds from HUD. This environmental review record is available for public inspection. Certain projects require publication of specific actions or findings, which include a description of the activity, its location, and identification of any measures required to mitigate potentially significant adverse effects. Public comment periods are included in the review process as prescribed by NEPA and 24 CFR Part 58.

Citizen Participation for Section 108 Loan Guarantee Program

In accordance with Section 108 regulations, Subpart M-Loan Guarantees, 24 CFR 570.704, the City will comply with the following pre-submission and citizen participation requirements before submitting an application for Section 108 loan guarantee assistance to HUD. These requirements will also apply to the submission of an Economic Development Initiative (EDI), and Brownfield Economic Development Initiative (BEDI) application.

- The City will develop a proposed application to include the community development objectives and activities the City proposes to pursue and carry out with the Section 108 funds. Each activity will be described in sufficient detail, including the provision under which the project is eligible, the national objective it meets, the amount of funds expected to be used, and the activity's location to allow citizens to determine the degree to which they will be affected. The proposed application will also indicate which activities will generate program income and where citizens may obtain additional information about proposed activities. The proposed application will also include a description of the pledge of grants required under 24 CFR 570.705(b)(2).
- The City will also publish a public notice which will include its proposed application so as to give affected citizens an opportunity to examine the application's contents and to make comments. The public notice will also advise citizens on how and where to submit comments as well as notify citizens of when and where a public hearing will be held at which they can provide further input on the proposed application. The public notice will be published at least 30 calendar days in advance of the public hearing.
- A minimum of two (2) public hearings, held at different stages of the Consolidated Plan citizen participation process, will be held for the purpose of obtaining the views of citizens and formulating or responding to proposals and questions. At least one of these hearings will be held before submission of a Section 108 application to HUD to obtain the views of citizens on community development and housing needs. At the hearing, each activity will be described in sufficient detail including: the provision under which the project is eligible, the national objective to be met, the amount of funds expected to be used, and the activity's location so that citizens can determine the degree to which they will be affected. Citizens will have up to 30 calendar days and including the day of the public hearing to comment.
- Once the City has published the public notice and held the public hearing, the City will determine if the proposed application needs to be modified, based on comments and views received, before submitting the application to HUD. Upon completion, the final application will be made available to the public at the City Clerk's office.

Assessment of Fair Housing Plan/Analysis of Impediments Revisions and Administrative Updates (AFH/AI)

The City shall provide community residents with reasonable notice and an opportunity to comment on revisions to the AFH/AI, as specified under 24 CFR 5.164.

The City has determined that an AFH/AI revision is necessary when:

- The material change in circumstances affects the information on which the AFH/AI is based;
- The analysis, fair housing contributing factors, or the priorities and goals of the AFH/AI no longer reflect actual circumstances.

The City will provide affected citizens a period of not less than 30 calendar days to make comments on a significant AFH/AI revision before it is implemented. Acceptable methods of meeting the citizen participation requirements include:

- Publication of the availability of the substantial change(s) in a local newspaper. The publication will provide a link to a City Housing Department web page which will provide more detailed information on the significant revision(s) and how to provide comments.
- Publication of any proposed change shall appear in a local newspaper whose primary circulation is within the area serving the community of affected citizens;
- Advertisement of the availability of the proposed change on the City’s website;
- Posting notices in public buildings within the City, which include, but are not limited to, public libraries; or
- Holding meetings with citizens’ advisory groups within the area affected by the significant revision.

Notification to the public shall advise citizens of how and where to submit comments on the proposed changes. A summary of these comments, and a summary of comments not accepted and the reasons therefore, shall be attached to the significant revision that is submitted to HUD.

Access to Meetings for Persons with Disabilities and Non-English Speaking Persons

The Citizen Participation Plan shall provide for and encourage participation by all citizens, including minorities, non-English speaking persons, and persons with mobility, visual, or hearing impairments. Persons with disabilities needing special assistance to participate in the meetings shall contact the City Clerk’s Office at least 72 hours prior to the meeting to mobility, visual or hearing impairments shall be accommodated.

To accommodate non-English speaking persons, a translator shall be provided at each hearing and other translators may be made available upon request with at least three business days’ notice. Requests can be made by email or telephone to Housing Department, Grants Management Division.

Public Outreach and Access

The consolidated plan and annual action plan development processes shall include consultation with organizations that provide community services, public and private organizations, community

based organizations, faith based organizations, philanthropic organizations, businesses and developers.

Commencing with consolidated plans submitted on or after January 1, 2018, consultations must occur with broadband internet service providers, organizations engaged in narrowing the digital divide, agencies that manage flood prone areas, public land or water resources, and emergency management agencies.

Citizens are encouraged to participate in an advisory role in the planning, implementation, and assessment of the projects recommended under the plan(s).

Notices of public hearings meetings will be sent to members of the Inter-Neighborhood Council Committee (INCC), the presidents of the public housing tenant advisory councils.

Funding Recommendations

Prior to the adoption of the Consolidated Plan and/or Annual Action Plan by the City Council, the following information shall be made available to citizens, public agencies and other interested parties:

- Grant funds that will be available or anticipated to be available for the proposed plan (including program income).
- Range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income.

A summary of the proposed Consolidated Plan and/or Annual Action Plan shall be published in at least one newspaper of countywide circulation and the announcement may also appear in at least one Spanish language newspaper of general circulation. Public service announcements may also be provided for local radio stations. The summary shall describe the plans and purpose of the plan(s) and include a list of the locations where copies of the entire plan(s) may be examined. As a minimum, digital or hard copies of the proposed plan(s) shall be available for public review at the main Oxnard Public Library, City Clerk's Office and the City's Housing Department offices on 435 South D St., Oxnard, CA.

The Consolidated Plan and/or Annual Action Plan and the Activities to be funded shall be made available on the City's Housing Department, Grants Management web page.

The Consolidated Plan and/or Annual Action Plan shall be made available for public comments for a minimum of 30 days prior to submission to HUD.

Written comments can be mailed to Grants Manager, City of Oxnard Housing Department, 435 South D Street, Oxnard, CA 93030 or emailed to grantsmanagement@oxnard.org.

Displacement of Persons

The Citizen Participation Plan must, as required by 24 CFR Part 91, Section 91.105, "set forth the jurisdiction's plans to minimize displacement of persons and to assist any persons displaced...."

The City will pursue projects which promote affordable housing, i.e., new construction and rehabilitation, which will not dislocate persons or families. (Some temporary relocation may be required for rehabilitation projects). If permanent relocation is necessary (due to the acquisition of an occupied residence planned for major reconstruction or demolition, etc.), the City will comply with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as amended, which establishes types and levels of assistance required depending upon the circumstances. Certification of compliance is included in the City of Oxnard Consolidated Plan.

The City has on file its Residential Anti-displacement and Relocation Assistance Plan as required under Section 104(d) of the Housing and Community Development Act of 1974, as amended, which pertains to any activity assisted with funding under the CDBG, ESG or HOME programs.

Public Hearings

The public hearings will be held at City of Oxnard Council Chambers and/or in facilities in or adjacent to low/moderate income neighborhoods. Public hearings may be scheduled during the evening to ensure the maximum attendance by residents.

The City shall hold a minimum of two public hearings per plan year (fiscal year). The purpose of the hearings is to obtain public comments, to address housing and community development needs, and to outline the development of proposed activities, to address the unmet needs of low-and moderate-income persons regarding housing, community and economic development and public services.

The first hearing may be held in facilities in or adjacent to low/moderate income neighborhoods or City Council Chambers. The purpose of this initial hearing is to obtain the public comments on housing and community development needs, including priority non-housing community development needs. This meeting is mandatory for all applicants recommended for funding.

An optional public hearing may be held to solicit public comment on activities which could be implemented to address the unmet needs identified at the first public hearing but prior to the

adoption of the proposed plan by the City Council. The purpose of this hearing is to obtain citizens' comments on proposed activities and funding allocations.

The final public hearing will be held to obtain citizens' comments on proposed activities and to present the Consolidated Plan and/or the Annual Action Plan to the City Council for adoption. The final hearing shall be held in the City Council Chambers.

The hearings shall be announced in at least one newspaper of general circulation in English. The announcement will also appear in at least one Spanish language newspaper of general circulation. The hearings may also be announced as a public announcement on radio stations as appropriate and announced through an informational flyer distributed/posted by Housing Authorities, public service and other organizations. At least one Spanish language radio station may be informed and the flyer may be prepared in Spanish. The announcement for the public hearings will also be e-mailed, or mailed upon request to the current list of HUD partners, sub-recipients and other interested parties in the City of Oxnard.

Technical Assistance

The City shall provide, upon request, technical assistance to organizations and individuals representative of low- and moderate-income residents wishing to develop proposals for funding assistance under any of the programs covered by the Consolidated Plan. The City shall determine the level and type of assistance consistent with HUD policies and questions.

Amendments to the Plan

The City shall amend its approved Consolidated Plan and/or Annual Action Plan if:

- A change in its allocation priorities or a change in the method of distribution of funds occurs;
- A decision to carry out an activity using funds not previously described in an action plan covered by the consolidated plan (including program income, reimbursements, repayment, recaptures, or reallocations from HUD); or
- A change in the purpose, scope, location, or beneficiaries of an activity occurs.

Amendments will be considered substantial changes and require official action if;

- Grant funds are allocated to a new activity for the first time;
- A funding increase in a current activity, or a change in the use of funding from one eligible activity to another, of more than \$100,000 in CDBG or HOME funding, or more \$30,000 in ESG funding; or if,
- A funded activity is cancelled during the program year.

Changes which are less than substantial are changes which represent less than the amounts listed above, and which do not have a significant impact on the project's purpose, scope, location, or beneficiaries. If an activity is not funded in the current year, but is the same or similar to an activity funded in another program year, and the addition is less than amounts above, and there is no significant change in the project (purpose, scope, location, or beneficiaries), it is not considered a substantial change. The authorized City official may approve changes which are less than substantial.

Reallocation of funding among program years is not considered a substantial change.

Program income will be allocated consistent with the Annual Action Plan and with HUD requirements. If program income is greater or less than the approved annual amount it will be cause for an amendment or an increase to funds available in subsequent year.

The City must submit a copy of each amendment to HUD. HUD allows amendments as they occur or at the end of the program year. Letters transmitting copies of amendments must be signed by the official representative of the City authorized to take such action.

Substantial amendments of the Consolidated Plan or Annual Action Plan will require a Public Hearing and City Council approval. Notice of public hearing will be posted on City's Housing Department, Grants Management Division webpage and noticed in a newspaper of general circulation a minimum of 30 days prior to implementation. A public hearing will be held to obtain citizens' comments on the proposed substantial amendment and to present the substantial amendment to the City Council for adoption.

Consolidated Annual Performance and Evaluation Report (CAPER)

The City will prepare the CAPER as required at the close of the grant year which shall be made available for public comment for a minimum of 15 days prior to submission to HUD.

Public comments will be considered and responded to as appropriate with a summary of the comments attached to the CAPER for submittal to HUD.

Availability of Documents

The Consolidated Plan, Annual Action Plans, substantial amendments, CAPER and the Citizen Participation Plan will be available to the public, including the availability of materials in a form accessible to persons with disabilities, upon request.

The Consolidated Plan, Annual Action Plans, CAPER, the Citizen Participation Plan and the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as amended, will be available for review at the City of Oxnard Housing Department, 435 South D Street, Oxnard, CA during working hours.

Citizen Participation Coordinator

The Citizen Participation Coordinator shall be a member of Grants Management Division staff in the Housing Department of the City of Oxnard.

The Citizen Participation Coordinator shall make past and present programmatic and funding information available to citizens during all phases of the HUD Community Planning and Development Program cycle, upon request.

Comments and Complaints

The City shall consider all verbal or written comments or views of citizens received at the public hearings in preparing the final Consolidated Plan, Annual Action Plans, amendments to these plans, Section 108 Loan applications, CAPER or the Citizen Participation Plan.

A summary of these comments or views shall be attached to the final Consolidated Plan, amendment to the Plan, CAPER or Citizen Participation Plan and submitted to HUD as appropriate.

The City shall respond in a timely manner, within 15 days where practical, to all written complaints, grievances and requests for information about the Consolidated Plan.

Written comments, complaints and/or grievances can be submitted to Housing Director, City of Oxnard Housing Department, 435 South D Street, Oxnard, CA 93030.

Contingency Plan in the Event of an Emergency/Disaster

In the event of an emergency or disaster that presents a serious and immediate threat to the health and welfare of the citizens of the City, the noticing requirements for public hearings shall be reduced to ten calendar days.

Reprogramming of funds in the event of such an emergency will require approval by the City Council when they are in session or ratification of the reallocation when the City of Council is in recess.

Citizen Participation Plan (CPP) Procedural History

1. Originally adopted CPP by City Council on October 18, 1994
2. Modifications to CPP adopted by City Council on July 25, 2000
3. Amended CPP adopted by City Council on July 10, 2018
4. CARES Act Addendum approved by City Council on October 6, 2020

CITY OF OXNARD
CITIZEN PARTICIPATION PLAN – Addendum
FOR THE 2020 CARES ACT FUNDS, FLEXIBILITIES AND WAIVERS

A. POLICY STATEMENT

1. This Citizen Participation Plan Addendum specifically addresses the special policies and guidelines in support of addressing the impacts of COVID-19 through the use of Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Investment Partnerships Act (HOME) programs, and the 2020 CARES Act Funds, termed CDBG-CV and ESG-CV.
2. All policies and processes described in the City of Oxnard (hereinafter referred to as “City”) Citizen Participation Plan, amended on July 10, 2018, is applicable to all CDBG, ESG and HOME funding sources unless specified in this Addendum.
3. All policies and processes specified in this Addendum are applicable through the adoption date of this Addendum and will expire upon the date specified for the CARES Act of 2020 funding and waivers, by the United States Department of Housing and Urban Development (HUD) department.

B. DEFINITIONS

1. CARES Act Flexibilities and Waivers – HUD Secretary issued statutory and regulatory waivers/alternative requirements for CDBG-CV, ESG-CV and some CDBG, HOME and ESG funds when necessary to expedite or facilitate the use of grant funds to prevent, prepare for, and respond to coronavirus. Prohibits waivers/alternative requirements related to fair housing, nondiscrimination, labor standards, and the environment. (see Appendix A)
2. CDBG-CV – Community Development Block Grant funding specifically allocated for the impacts related to COVID-19
3. ESG-CV – Emergency Solutions Grant funding specifically allocated for the impacts related to COVID-19

C. PLANNING PROCESS FOR CONSOLIDATED PLAN DOCUMENTS

1. Public Review and Comment – Documents (Plans) created for the CARES Act of 2020 funds and waivers will be made available to the public for no less than 5 calendar days. Written comments will be accepted during the public comment period. Summaries of comments will be attached to documents requiring public reviews and input.

D. MEETINGS AND HEARINGS

1. During locally, state, or federally declared Stay-At-Home orders, public meetings may occur virtually and will publicly post meeting dates, times, and instructions in advance of the meetings.

**City of Oxnard
Consolidated Annual Performance and Evaluation Report
FY2019-2020**


https://www.oxnard.org/wp-content/uploads/2020/11/CAPER-Draft-2019_11.2020.pdf

**CONSOLIDATED ANNUAL
PERFORMANCE AND
EVALUATION REPORT**

FISCAL YEAR 2019-2020

Emilio Ramirez, Housing Director


Housing and Economic Development Committee
November 24, 2020



CAPER FY 2019-2010 2

Consolidated Annual Performance and Evaluation Report

Annual year-end grant report required by U.S. Department of Housing and Urban Development to report financial and performance measures



CAPER FY 2019-2020 3			
ACCOMPLISHMENTS			
Activity	Source	Proposed Persons	Actual Persons
Code Compliance	CDBG	2,000	2,235
Homebuyer	CDBG & HOME	16 Buyers	8 Buyers
Home Rehabilitation	CDBG	6 Units	6 Units
Public Infrastructure & Facilities	CDBG	125,000	125,000
Public Services	CDBG	3,000	2,268

CAPER FY 2019-2020 4			
ACCOMPLISHMENTS			
Activity	Source	Proposed Persons	Actual Persons
Public Services	CDBG	150 Households	133 Households
Rapid Re-Housing	HESG	19 Households	18 Households
Overnight Shelter	HESG	153 Persons	145 Persons
Homeless Prevention	HESG	100 Persons	123 Persons
Street Outreach	HESG	150 Person	468 Person

CAPER FY 2019-2020	
5	
Hearth Emergency Solutions Grant	
As of July 1, 2019	\$ 51,513
2019 Grant	\$212,361
<i>Total Resources</i>	\$263,874
Estimated Expenditures	<u>\$143,281</u>
<i>Balance, June 30, 2020</i>	<u>\$ 120,593</u>

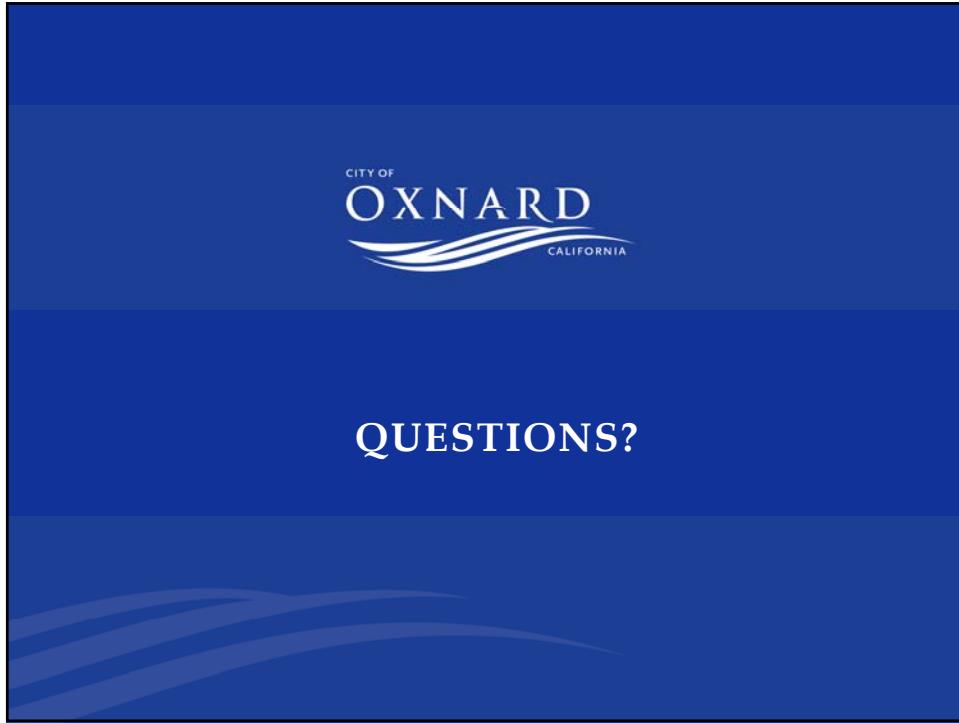
CAPER FY 2019-2020	
6	
Detailed Emergency Solutions Grant Expenditures	
Administration and Planning	\$7,770
Rapid Rehousing	\$9,413
Homeless Prevention	\$20,348
Shelter Operations	\$80,000
Outreach	\$24,850
HMIS	<u>\$ 900</u>
Total Program Expenditures	\$ 143,281

CAPER FY 2019-2020	
HOME Partnership Grant	
As of July 1, 2019	\$2,009,063
2019 Grant	\$726,527
Program Income	\$51,890
<i>Total Resources</i>	\$2,787,480
Estimated Expenditures	<u>\$317,415</u>
<i>Balance, June 30, 2020</i>	<u>\$2,470,065</u>

CAPER FY 2019-2020	
Detailed expenditures for HOME Grant	
Administration/ Planning	\$114,595
CHDO Monitoring	\$100
Homebuyer & Rehabilitation Program	\$202,720
Total 2019-20 Expenditures	\$ 317,415

CAPER FY 2019-2020	
9	
Community Development Block Grant	
As of July 1, 2019	\$2,776,999
2019 Grant	\$2,516,091
Program Income	\$138,696
<i>Total Resources</i>	\$5,431,786
Estimated Expenditures	<u>\$2,217,247</u>
<i>Balance, June 30, 2020</i>	<u>\$3,214,539</u>

CAPER FY 2019-2020	
10	
Detailed expenditures for CDBG Grant	
Administration & Planning	\$ 484,781
Public Services	\$279,351
Public Facilities & City Program	\$1,453,115
Total 2019-20 Expenditures	\$2,217,247





**HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE
AGENDA REPORT**

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

DATE: November 24, 2020

TO: Housing and Economic Development Committee

FROM: Jeff Pengilley, Interim Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Update and 6 Month Extension of Agreement Between the City and Oxnard Downtown Management District (ODMD). (5/10/5)

RECOMMENDATION

That the Housing and Economic Development Committee:

1. Receive an update on the efforts to strengthen the Downtown Oxnard Property Based Improvement District; and
2. Recommend to the City Council to Approve an extension and amendments to Agreement No. 4192-07-CD (Fifth Amendment) with the Oxnard Downtown Management District, Inc. to extend services to a maximum date of June 30, 2021.

BACKGROUND

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

The City of Oxnard entered into an Agreement for Services (“Agreement”) with the Oxnard Downtown Management District, Inc. (“ODMD”), a nonprofit mutual benefit corporation on July 1, 2006. This agreement has been amended four times, with the latest amendment on June 30, 2020, which extended the agreement for just 6 months (to December 31, 2020). The Agreement establishes the contractual relationship between the City and the ODMD and each of the parties’ responsibilities, as outlined in the PBID law of 1994. 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 vision. Part of that road-map is contracting with a charitable non-profit and results-oriented management corporation overseeing the PBID for this renewed term.

Intent of the Six Month Extension:

It has been a long-standing goal of the City Council to revitalize Oxnard’s historic downtown. Despite having created a downtown property-based improvement district in 2001 plus an Agreement with the ODMD since 2006, downtown Oxnard continues to experience a high number of vacancies, undeveloped properties, and a high concentration of homeless persons congregating in and around Plaza Park and vacant properties. Incidents related to vagrancy have impacted many merchants. In addition, the ODMD has not prioritized creating a cohesive mission and strategic plan to reinvigorate the downtown and attract businesses which would help infuse money into the district. Most importantly, best practices, such as having board members serve on focused committee groups or effective board composition, have yet to be achieved by successive Boards that have managed the Downtown PBID.

Simultaneously, the City has cut back funding citywide on parks and maintenance. Because of the city’s reduction in services (citywide) the ODMD has chosen to fill these gaps with increased efforts and funding towards cleaning and maintenance. In addition, after many years of stopping and starting on downtown plans, the City finally adopted a new zone code (2019). However, with the pandemic and economic crisis which ensued, Madison Park, the developer chosen to redevelop the Social Security Building/North Plaza (425 South B Street) and East Plaza (538 South B Street), terminated the agreement to purchase and build two large residential mixed-use developments which would have catapulted investment in our downtown. Fortunately, plans for several other developments with hundreds of units have been submitted which will greatly assist in bringing residents and new commercial development to our downtown.

Consistent with the vision presented by New City America (Marco Li Mandri), we have spent the last year working with the ODMD Board on important changes to assist them in a management structure that is more effective by focusing their time, efforts, and budget on creating a vibrant downtown. There are three fundamental recommended changes:

1. Change the basic structure from a 501(c)(4) to a 501(c)(3)
2. Strengthen the entrepreneurial ecosystem and attract top tier businesses
3. Maximize the efficiency of the district Board of Directors by forming three committees
4. Clean and Safe
5. District Identity
6. Organization/Executive Director

As presented to Council on June 30, 2020, staff committed to work with the ODMD during the 6-month term of the Agreement to produce a revised Board and new district management corporation. In July 2020, the City created a Downtown Oxnard Task Force (DOTF) composed of three current ODMD board members, four downtown stakeholders, Marco Li Mandri, the City Manager, the Assistant City Manager, and the Economic Development Manager. The DOTF has met seven (7) times by the printing of this agenda (7/22, 8/20, 9/17, 9/24, 10/22, 11/3, 11/9) and is scheduled to meet several more times to finalize the recommendations to the current ODMD Board and City Council.

Through these meetings the DOTF recommended the creation of the Downtown Oxnard Improvement Association (“DOIA”), a 501(c)(3), to replace the existing 501(c)(4) (ODMD’s structure). A 501(c)(3) is a public benefit nonprofit corporation whereas the ODMD is a 501(c)(4), a private nonprofit organization operating on behalf of the property owners within the District boundaries. This public benefit structure 501(c)(3) will more easily enable the organization to obtain grants and donations.

To implement the creation of a new 501(c)(3) we developed Articles of Incorporation and bylaws, which were

approved by the DOTF. The bylaws are rules and principles that define the governing structure and provide a framework for the DOIA. The ODMD accepted these recommendations at their October 28, 2020 meeting. New City America submitted, and received approval of, the Articles of Incorporation by the Secretary of State. Now that the Articles have been stamped and approved, the bylaws will be submitted, along with the appropriate IRS application, to seek charitable status. We anticipate this approval will occur sometime in early 2021.

While working with the DOTF on the bylaws and district management structure, the DOTF also issued Request For Proposal (RFPs) for Executive Management, Maintenance, and Creative Marketing for the new organization. Currently the Executive Management role is filled by Abel Magana; the Maintenance program is staffed in-house with 2 full time and 2 part time employees; and Creative Marketing services consist mostly of social media posts which are handled by an office manager with ODMD. The intent of releasing the RFPs was to ensure that the district is receiving the highest quality services for the budgeted amounts. The DOTF received four responses to the Executive Management RFP, two for the Maintenance RFP, and four for the Creative Marketing RFP.

As of the writing of this staff report, the DOTF interviewed the two Maintenance firms. The Executive Management interviews are scheduled for November 19th. The Creative Marketing interviews are not yet scheduled. Upon completion of the interviews, staff will provide a recommendation to the ODMD and City Council.

The DOTF has accomplished a lot over these last six months, but will not be completed with a new management structure, nor have the Secretary of State approvals by the end of the Agreement. Therefore, staff is requesting a maximum of a *6 month* extension in order to complete the interview process, make recommendations on which service providers DOIA should hire, and to establish clear, result-oriented goals for the DOIA and the Director which can be incorporated into the agreement between the City and the newly formed DOIA. Therefore, as part of the agreement extension the following changes are recommended:

1. Extend the term to a maximum term ending on June 30, 2021;
2. Strengthen the termination provision to allow for the subject agreement to be terminated upon Council approval of an agreement with DOIA with appropriate appeals in place; and
3. Authorize the City Manager to appoint three members to the ODMD effective January 1, 2021, who will serve until an agreement with DOIA is approved by City Council.

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 associated with this report. Per the annual levy approved by Council on June 30, 2020, the proposed assessment for the District 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.

Prepared by: Rosie Ornelas, Economic Development Manager

ATTACHMENTS

1. Agreement No. 4192-07-CD with Amendments
2. A-4192 Fifth Amendment to Agreement for Services between City and ODMD INC.
3. 11.24.20 HEDC - ODMD Presentation

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.

Oxnard Downtown Management District Inc.

Agreement No. 4192-07-CD

Page 3

- 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.

Oxnard Downtown Management District Inc.
Agreement No. 1386-02-CD
Page 7

- 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

Oxnard Downtown Management District Inc.



 Susan Winder, Acting Purchasing Agent

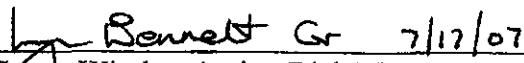


 Vincent Behrens, Chairman

APPROVED AS TO FORM:


 _____ 07-17-07
 Gary L. Grogg, City Attorney

APPROVED AS TO INSURANCE:

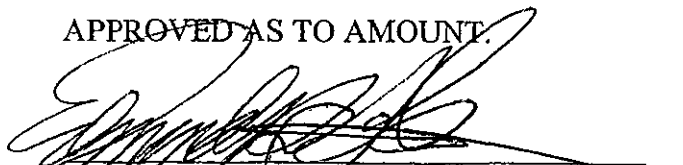

 _____ 7/17/07
 Susan Winder, Acting Risk Manager

APPROVED AS TO CONTENT:



 Curtis P. Cannon, Community Development Director

APPROVED AS TO AMOUNT:



 Edmund F. Sotelo, City Manager

ANNUAL CERTIFICATE OF LIABILITY INSURANCE

ITEM #D-2
06/07/2007

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

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

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

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

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

CERTIFICATE HOLDER 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
--	---

POLICYHOLDER COPY

SL

**STATE
COMPENSATION
INSURANCE
FUND**

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-11-2007

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

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

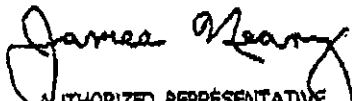
SL

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

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

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

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


AUTHORIZED REPRESENTATIVE


PRESIDENT

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

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

EMPLOYER

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

POLICY NUMBER: NC579008

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

Agreement No. 4192-07-CD

FIRST AMENDMENT TO AGREEMENT FOR SERVICES


This First Amendment ("First Amendment") to the Agreement for Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 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:

APPROVED AS TO INSURANCE:


Alan Holmberg, City Attorney


James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:


Curtis P. Cannon, Project Manager


Edmund F. Sotelo, City Manager

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

Agreement No. 4192-07-CD

SECOND AMENDMENT TO AGREEMENT FOR SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 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.

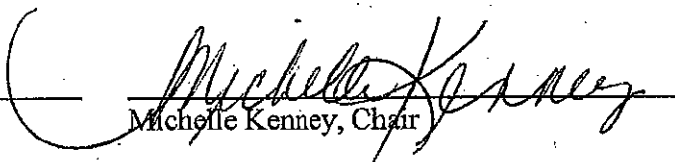
City and ODMD INC. agree as follows:

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.

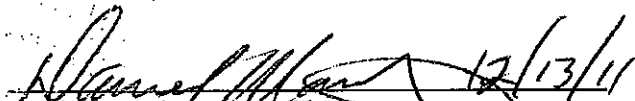
CITY OF OXNARD

OXNARD DOWNTOWN MANAGEMENT DISTRICT, INC.


Dr. Thomas E. Holden, Mayor



Michelle Kenney, Chair

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


APPROVED AS TO INSURANCE:



Alan Holmberg, City Attorney


James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:


Kimberly Horner, Project Manager


Edmund P. Sotelo, City Manager

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

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

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

Endorsement Forms

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

INS-B.doc

POLICYHOLDER COPY

SL



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.

James Neary
 Authorized Representative

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 DR STE 301
 OXNARD CA 93038

SL

Agreement No. 4192-07-CD

THIRD AMENDMENT TO AGREEMENT FOR SERVICES

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

City and ODMD INC. agree as follows:

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

CITY OF OXNARD

Tim Flynn

Tim Flynn, Mayor

OXNARD DOWNTOWN MANAGEMENT DISTRICT, INC.

Armando Lopez

Armando Lopez, Chair

APPROVED AS TO FORM:

Stephen M. Fischer

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

[Signature] for
Risk Manager

APPROVED AS TO CONTENT:

Kymerly Horner

Kymerly Horner, Project Manager

COUNCIL	
5/12/2015	LA
DATE	

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

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

Endorsement Forms

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

INS-B.doc

ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION

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



HOME OFFICE
SAN FRANCISCO

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

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

OXNARD DOWNTOWN MANAGEMENT DISTRICT

PO BOX 1701
OXNARD, CA 93032

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

THE CITY OF OXNARD

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

OXNARD DOWNTOWN MANAGEMENT DISTRICT

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

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

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

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

APRIL 22, 2015

2570

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

Agreement No. 4192-07-CD

FOURTH AMENDMENT TO AGREEMENT FOR SERVICES

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

City and ODMD INC. agree as follows:

1. The date in Section 1.1 of the Agreement is hereby amended to “December 31, 2020.”
2. Section 1.4 is added to read as follows:

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

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

[Signatures on next page]

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

CITY OF OXNARD

OXNARD DOWNTOWN MANAGEMENT DISTRICT INC.

- Tim Flynn, 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:

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

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

FIFTH AMENDMENT TO AGREEMENT FOR SERVICES

This FIFTH Amendment (“Fifth Amendment”) to the Agreement for Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this ___ day of December, 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 Fifth 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, on April 28, 2015, by a Third Amendment, and on May 5, 2020 by a Fourth Amendment.

City and ODMD Inc. agree as follows:

1. The date in Section 1.1 of the Agreement is hereby amended to “June 30, 2021.”
2. Section 1.4 is amended as follows:

“1.4 Notwithstanding any language in this Agreement to the contrary, the City may terminate this Agreement upon thirty (30) days notice and enter into a new agreement with the Downtown Oxnard Improvement Association (DOIA).”
3. The City Manager is authorized to appoint up to three members to the ODMD Inc. Board of Directors on January 1, 2021. Said members will serve until such time that an agreement with DOIA is approved by City Council.
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

OXNARD DOWNTOWN MANAGEMENT DISTRICT INC.

Tim Flynn, Mayor¹ Date

Oswaldo Lopez, Board Chair ² Date

ATTEST:

Michelle Ascencion, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney Date

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

Downtown Improvement District Update & Six (6) Month Extension of Agreement Between the City and Oxnard Downtown Management District (ODMD)

Rosie Ornelas, Economic Development Manager
Marco LiMandri, New City America

Housing and Economic Development Committee
November 24, 2020



Background

- 2001 - City Council established property-based business improvement district (PBID)
- ODMD renewed four times; authorized until July 2024



- City Agreement for Services with ODMD since July 1, 2006.
- Last extension (June 30, 2020) set to expire on December 31, 2020;
- Agreement establishes the contractual relationship between the City and the ODMD, and each of the parties' responsibilities



- ODMD is responsible for
 - Administration of a program of improvements and activities
 - Sets the length of the term
 - Sets forth that funds can only be used for purposes stated in the Resolution (which establishes the property and business improvement district), and
 - Outlines reporting responsibilities of the ODMD
- City's is responsible for submitting the annual assessment roll to the County and disbursing the revenue funds to ODMD



Why Only a 6 Month Extension?



Long Standing Challenges:

- Organization Structure (501(c)(4))
- Need for retention, attraction, and development of the Board of Directors
- Reduction in City services due to budget cuts
- Dissolution of Redevelopment
- Stalls with City Master Plans/Vision Plans

Road Map to Success

- Change the basic structure from a 501(c)(4) to a 501(c)(3)
- Strengthen the entrepreneurial ecosystem and attract top tier businesses
- Maximize the efficiency of the district Board of Directors by forming three committees
 - Clean and Safe
 - District Identity
 - Organization/Executive Director



What we did in the last 5 months

- Formed the Downtown Oxnard Task Force
- Created and approved Articles of Incorporation and bylaws for a 501c3
 - Accepted by ODMD on October 28, 2020
- Issued Requests for Proposals for:
 - Executive Management, Maintenance, and Creative Marketing
- Interviewed candidates for Maintenance
- Interviewed for Executive on November 19th
- Creative Marketing interviews (tbd)



We have more work to do!



Agreement Extension

10

1. Extend the term to a maximum term ending on June 30, 2021;
2. Strengthen the termination provision to allow for the subject agreement to be terminated upon Council approval of an agreement with the new 501(c)(3); and
3. Authorize City Manager to appoint 3 members to ODMD Board effective January 1, 2021 to serve until an agreement with the new 501(c)(3) is approved by City Council.



1. Receive an update on the reorganization work done by staff, consultant, and the Downtown Oxnard Task Force; and
2. Recommend that the City Council approve the Fifth Amendment of Agreement No. 4192-07-CD with the Oxnard Downtown Management District, Inc.



QUESTIONS?