

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
COMMUNITY DEVELOPMENT, COMMUNITY SERVICES,
HOUSING AND PUBLIC SAFETY COMMITTEES
Council Chambers, 305 West Third Street
March 23, 2021

Regular Meeting - 6:45 to 8:15 PM
(TEMPORARY MEETING TIME CHANGE)

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.

As a precautionary measure to help slow the spread of COVID-19, the City Council facilities 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](https://www.youtube.com/oxnardnews). Video recordings are typically available online immediately following the meeting. *Please see the link for the Measure M pre-recorded presentation video for each agenda item below.

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. 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.

*The City has filed pre-election and post-election lawsuits regarding the validity of Measure M. The judge has not yet ruled on the legal sufficiency of Measure M.

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 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. Speakers are limited to three minutes. If the allotted 30 minute time period expires before all speakers have had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. 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.

C. CONSENT AGENDA

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: (Presentation / Committee Discussion / Public Comment)

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Community Development, Community Services, Housing, and Public Safety Committee approve the minutes of January 12, 2021 regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Police Department

SUBJECT: Agreement (A-8151) for Animal Safety Services with Ventura County Animal Services.

RECOMMENDATION: That the Community Services, Public Safety, and Economic Development Committee recommend the City Council approve a budget appropriation with a total cost projection in the amount of \$2,479,135.18 and authorize the Mayor to sign a Service Level Request for FY 21-22 for the second year of a five year agreement (A-8151) with the County of Ventura to provide animal safety services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/w7rk2Lh71TY>

Contact: Eric Sonstegard, Jason Benites, (805) 385-8290, (805) 385-7624

2. Housing Department

SUBJECT: 5-Year PHA Plan, Annual Agency Plan and Capital Fund Program (CFP) Five-Year Action Plan for Low Rent Public Housing. (10/15/5)

RECOMMENDATION: That the Community Services, Public Safety, and Housing and Economic Development Committee recommend that the Housing Authority of the City of Oxnard:

1. Hold a public hearing to receive comments concerning the second year of the 5-Year PHA Plan, the 2021 CFP Budget, and the CFP Five-Year Action Plan; and

2. Adopt a resolution:

a. Approving the 2021 Annual Agency Plan, 5-Year PHA Plan for the Housing Authority;

b. Authorizing and directing the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures;

c. Authorizing the Housing Director to execute and submit all reports, documents and all other certifications required to comply with HUD's policies and procedures regarding the Annual Agency Plan and the 5-Year PHA Plan;

d. Approving the 2021 CFP Budget and CFP Five-Year Action Plan; and

e. Authorizing the Housing Director to accept and expend the funds as indicated in the 2021 CFP Budget and CFP Five-Year Action Plan.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/-8ndTzfT3gA>

Contact: Emilio Ramirez, (805) 385-8094

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

MINUTES
OXNARD CITY COUNCIL
COMMUNITY DEVELOPMENT, COMMUNITY SERVICES,
HOUSING AND PUBLIC SAFETY COMMITTEE
Regular Meeting
JANUARY 12, 2021

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 6:45 p.m., Chair Bryan MacDonald called to order the regular meeting of the Oxnard City Council Community Development, Community Services, Housing and Public Safety 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. Chair Bryan MacDonald and Member Oscar Madrigal were present via videoconference. Member John Zaragoza was present in person.

Staff members present were Ken Rozell, Chief Assistant City Attorney; Ashley Golden, Assistant City Manager; and Rose Chaparro, City Clerk.

Staff members that participated via videoconference were Alex Nguyen, City Manager; Jeff Pengilley, Interim Community Development Director; Emilio Ramirez, Housing Director; Rosemarie Gaglione, Public Works Director; Brian Yanez, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Terrel Harrison, Cultural & Community Services Director; Jason Benites, Chief of Police; and Alexander Hamilton, Interim Fire Chief.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

No public comments received.

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Community Development, Community Services, Housing, and Public Safety Committee approve the minutes of October 13, 2020 Community Services Committee regular meeting as presented; and

Approve the minutes of the December 8, 2020 Public Safety Committee regular meeting as presented; and

Approve the minutes of the December 8, 2020 Housing and Economic Development Committee regular meeting as presented.

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

D. REPORTS1. Housing Department

SUBJECT: Oxnard Housing Authority "Rethink and Renew" Initiative Update.

RECOMMENDATION: That the Housing and Economic Development Committee receive and file a report on the Rethink and Renew Initiative.

Emilio Ramirez, Housing Director, gave a report.
Public comments were received from Pat Brown.
Discussion ensued among the Committee and staff.

Committee received and filed report, no action taken.

2. Public Works Department

SUBJECT: Update on the Parks and Recreation Master Plan.

RECOMMENDATION: That the Community Services Committee receive an update on the draft Parks and Recreation Master Plan (Master Plan) and provide feedback.

Rosemarie Gaglione, Public Works Director, gave a report.
Public comments were received by Pat Brown, Roger Poirier, and Gabriel Teran.
Discussion ensued among the Committee and staff.

Committee received an update and directed staff to forward item to Council for consideration; no action taken.

E. ITEMS FOR FUTURE AGENDAS

No requests were made.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair MacDonald adjourned the meeting at 7:25 p.m.

ROSE CHAPARRO
City Clerk

BRYAN MACDONALD
Chair



PUBLIC SAFETY COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: March 23, 2021

TO: Public Safety Committee

FROM: Eric Sonstegard, Assistant Police Chief, (805) 385-8290, eric.sonstegard@oxnardpd.org
Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Agreement (A-8151) for Animal Safety Services with Ventura County Animal Services.

RECOMMENDATION

That the Community Services, Public Safety, and Economic Development Committee recommend the City Council approve a budget appropriation with a total cost projection in the amount of \$2,479,135.18 and authorize the Mayor to sign a Service Level Request for FY 21-22 for the second year of a five year agreement (A-8151) with the County of Ventura to provide animal safety services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/w7rk2Lh71TY>

BACKGROUND

The City entered into a five-year agreement with Ventura County Animal Services (VCAS) in FY 20-21. Under the terms of agreement, A-8151 (the "Agreement"), VCAS shall provide the following shelter services: impoundment, boarding, quarantine, veterinary services, euthanasia services, over-the-counter animal license sales, animal adoptions, and disposal of dead animals. Impounded animals will be vaccinated and provided necessary care, food, and shelter in accordance with the provisions of state law. The animal's picture will be posted on the VCAS website as soon as practicable to assist the City's residents in reclaiming a missing pet.

As part of the agreement, the costs are distributed amongst eight (8) Ventura County cities, including Oxnard and unincorporated areas of Ventura County. The costs are based on VCAS operating and administrative costs, licensing costs, and field staff services.

VCAS costs have risen each year due to increases in personnel-related costs, medical supplies, and veterinary care. The FY 18-19 agreement of \$1,948,039 was a 5% increase from FY 17-18. The FY 19-20 agreement of \$2,113,884 is an 8.5% increase from FY 18-19. The FY 20-21 agreement of \$2,324,778 was a 9.9% increase from FY 19-20. The proposed FY 21-22 agreement of \$2,479,135 is a 6.6% increase from FY 20-21.

	VCAS Cost	% Difference
FY 16-17	\$1,689,554	-

FY 17-18	\$1,854,979	+9.8%
FY 18-19	\$1,948,039	+5%
FY 19-20	\$2,113,884	+8.5%
FY 20-21	\$2,324,778	+9.9%
FY 21-22	\$2,479,135	+6.6%

Per the five-year agreement, the animal intake costs are divided using a billing methodology that calculates the pro-rata costs to cities looking at historical calendar year animal intake figures using a 3-year weighted average. There is a built-in 5% annual budget increase to the Animal Care budget each year of the agreement. Each year of the agreement, the Police Department will complete an agreement for the cost of the upcoming fiscal year.

The VCAS budget is a consortium of costs shared by the eight (8) contract cities and the County. Cities and the County pay their pro-rata share based on the weighted average of animal intakes. There are no annual “true-up” costs, which means the City will not be billed more than the proposed Animal Care portion of expenses for FY 21-22.

The table below shows the costs for all cities and the unincorporated areas of the County for FY 21-22. This allocation of costs is based on the overall cost to run the shelter of \$6,420,009.65 (year two of the contract) that is shared by the eight (8) participating cities and the County based on a 3-year weighted average of animal intakes to the shelter. The column on the far right titled “FY 21-22 Animal Care Cost” is the City’s actual animal care cost for the upcoming fiscal year.

	2018 Intake	2019 Intake	2020 Intake	3-Year Weighted Average	FY 21-22 Animal Care Cost
<i>Camarillo</i>	<i>1,174 - 0.4%</i>	<i>1,158 - 9.9%</i>	<i>536 - 9.9%</i>	<i>10.00%</i>	<i>\$641,906.43</i>
<i>Fillmore</i>	<i>198 - 1.7%</i>	<i>235 - 2.0%</i>	<i>106 - 2.0%</i>	<i>1.91%</i>	<i>\$122,921.66</i>
<i>Moorpark</i>	<i>283 - 2.5%</i>	<i>364 - 3.1%</i>	<i>139 - 2.6%</i>	<i>2.68%</i>	<i>\$172,152.94</i>
<i>Ojai</i>	<i>44 - 0.4%</i>	<i>82 - 0.7%</i>	<i>33 - 0.6%</i>	<i>0.58%</i>	<i>\$36,978.81</i>
Oxnard	4,112 - 36.3%	4,340 - 37.1%	2,055 - 37.8%	37.26%	\$2,392,226.34
<i>Port Hueneme</i>	<i>409 - 3.6%</i>	<i>413 - 3.5%</i>	<i>224 - 4.1%</i>	<i>3.85%</i>	<i>\$246,967.44</i>
<i>Simi Valley</i>	<i>1,360 - 12.0%</i>	<i>1,327 - 11.3%</i>	<i>522 - 9.6%</i>	<i>10.64%</i>	<i>\$683,156.28</i>
<i>Ventura</i>	<i>1,249 - 11.0%</i>	<i>1,355 - 11.6%</i>	<i>696 - 12.8%</i>	<i>12.06%</i>	<i>\$774,102.54</i>
<i>County</i>	<i>2,494 - 22.0%</i>	<i>2,438 - 20.8%</i>	<i>1,120 - 20.6%</i>	<i>21.02%</i>	<i>\$1,349,597.22</i>
Total Intake	11,323	11,712	5,431	-	\$6,420,009.65

There are also costs associated with emergency field services and license processing. The City has used VCAS to provide emergency services during the periods where we did not have any field staff, which has been most of FY 20-21. The field service rate in FY 19-20 was \$60 per hour. The field service rate increased to \$90 per hour in FY 20-21, and will remain at that same hourly rate in FY 21-22. Licensing fees are \$6 per license processed, which did not increase in FY 21-22. The table below shows an estimated cost of field services for FY 21-22.

FY 21-22 Agreement Estimates	
3-YR Weighted Average of Animal Intakes	37.26%
Shelter Costs	\$2,392,226.34
Field Services	\$9,000
License Processing \$6/License	\$86,908.84
Chameleon Access/Server Costs	\$681.84
Total Costs	\$2,479,135.18

Limited staffing caused a decrease in available hours for in-person animal licensing at the Service Center. There was a need to find a more efficient method of providing this type of service to our community. In FY 19-20, the City turned over animal licensing duties to VCAS. The service was implemented in September 2019. Since then, the City has seen more than a year's worth of revenue from VCAS animal licensing. The revenue from animal licensing is used to offset the amount paid to VCAS for services and is seen as a credit on quarterly invoices.

The City also receives revenue credit from animals that are claimed by their owners and fees are recovered by VCAS. The revenue generated from animal redemption also offsets the amount paid to VCAS for services and is seen as a credit on quarterly statements.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life Strategy.

FINANCIAL IMPACT

The total amount of this agreement is \$2,479,135.18. The projected revenue from animal licensing and animal redemption for FY 21-22 is \$540,750.00. The net FY 21-22 General Fund Police Animal Safety Contracts & Services - Animal Shelter (Account No. 101-2106-802-8228) projected budgeted amount is approximately \$1,938,385.18, an approximate increase of \$239,000 compared to \$1.7 million FY21 Budget.

Prepared by: Alex Arnett, Police Commander

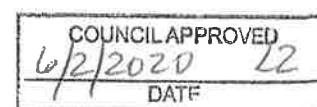
ATTACHMENTS

1. FY 20-25 Animal Services Agreement_Oxnard
2. FY 21-22 Service Level Request_Oxnard
3. FY 21-22 VCAS Agreement Presentation

ANIMAL SERVICES AGREEMENT

COUNTY OF VENTURA AND CITY OF OXNARD

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ANIMAL SERVICES AGREEMENT
COUNTY OF VENTURA AND CITY OF OXNARD

THIS AGREEMENT is made by and between the COUNTY OF VENTURA, hereinafter referred to as the County, and the CITY OF OXNARD, hereinafter referred to as the City.

RECITALS

- a. The City is desirous of contracting with the County for the performance of animal services described herein by the County.
- b. The County is agreeable to rendering such services on the terms and conditions set forth in this Agreement.

1.0 AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES

- 1.1 The County agrees, through its Animal Services Division ("Animal Services"), to provide animal services to the City as set forth herein and in the attached Service Level Request (Attachment A), as it may be amended by the parties from time to time.
- 1.2 Such services shall comply with applicable County ordinances, the municipal code of the City and the statutes of the State of California. The County will provide only those services set forth in the attached Service Level Request.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 All City employees who work in conjunction with Animal Services pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from or against the County based on this Agreement. The County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any City personnel performing services hereunder. The County shall not be liable for compensation or indemnity to any City employee or agent of the City for injury or sickness arising out of his or her employment.

- 2.2 All County employees who perform services for the City pursuant to this Agreement shall remain employees of the County and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from or against the City based on this Agreement. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder. The City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his or her employment.

3.0 AMENDMENT OF SERVICE LEVEL REQUEST FORM

- 3.1 The City agrees to provide to the County a proposed Service Level Request form annually, by no later than February 15, for the upcoming contract year commencing July 1. By no later than April 15, the parties shall agree to the terms of the Service Level Request for the upcoming contract year, which shall be signed by both parties and attached to this Agreement as an amendment. If the parties fail to reach agreement on the terms of the Service Level Request by April 15, this Agreement shall expire at the end of the then current contract year.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 The County shall furnish and supply all labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 4.3 The County, in its sole and exclusive discretion, shall determine the specific days and specific hours that any County animal shelter shall be open to the public and the staffing of the County animal shelters; however, the County will open its animal shelters to the public on at least five calendar days per week. The County will notify the City regarding any changes in hours and days that its animal shelters are open to the public.

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5.0 INDEMNIFICATION

- 5.1 The County shall defend, indemnify and hold harmless City, its agents, officials, officers, representatives and employees from and against all claims, lawsuits, liabilities or damages arising from the sole and exclusive negligence of the County, its agents, employees, and subcontractors, and employees thereof in the performance or nonperformance of this Agreement.
- 5.2 The City shall defend, indemnify and hold harmless County, its agents, officials, officers, representatives and employees from and against all claims, lawsuits, liabilities or damages arising from the sole and exclusive negligence of the City, its agents, employees, and subcontractors, and employees thereof in the performance or nonperformance of this Agreement.
- 5.3 Each party agrees to provide the indemnifying party with written notification of any claim under paragraph 5 of this Agreement within thirty (30) calendar days of notice thereof and shall cooperate with the indemnifying party in the defense of the claim.
- 5.4 Each party's right to, and responsibility for, indemnification shall survive the termination of this Agreement.

6.0 TERM OF AGREEMENT

- 6.1 Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2020, and shall remain in effect until June 30, 2025.
- 6.2 Upon mutual agreement of the parties, this Agreement may be renewed for up to five (5) successive periods of one (1) year each.

7.0 RIGHT OF TERMINATION

- 7.1 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least ninety (90) days before the date specified for such termination.
- 7.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination (including, but not limited to, payment for services already rendered), and

each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 RATES FOR SERVICES AND CREDIT FOR REVENUES

- 8.1 The City shall pay for the services provided under the then current Service Level Request (Attachment A) in accordance with the provisions thereof.
- 8.2 The rates indicated in the Service Level Request shall be readjusted by the County annually effective the first day of July each year to reflect the reasonable average cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the County Board of Supervisors and in compliance with Government Code section 54985.
- 8.3 The County shall credit the City with the following revenues paid by City residents toward the amounts owed by the City for services provided under the City's Service Level Request in Attachment A: revenues received from City animal licenses (less applicable license processing fees); revenues from redemption fees (consisting of impound fees, board fees, quarantine fees, and microchipping fees) paid by the City's residents if the animal is redeemed within the first three days of an animal stay each time an animal is admitted to a County shelter; and revenues from administrative citations and civil penalties (less administrative processing costs).
- 8.4 The County shall retain any of the following fees paid by City residents without crediting such fees toward the amounts owed by the City for services provided under the City's Service Level Request in Attachment A: revenues from redemption fees (consisting of impound fees, board fees, quarantine fees, and microchipping fees) paid by City residents for any day after the first three days of an animal stay each time an animal is admitted to a County shelter; adoption fees; spay/neuter fees (and other veterinary fees for services); copying fees; return check charges; euthanasia and disposal fees; pickup and disposal of dead animal fees; cremation fees; owner relinquishment of animal fees; capture and transport fees; license fees for other than dog and cat licenses; permit fees; and inspection fees.

9.0 ATTORNEY FEES AND COSTS

- 9.1 In the event of any litigation (including, but not limited to, a petition for writ of mandate under Code of Civil Procedure section 1085 or 1094.5) arising in any way from this Agreement (including, but not limited to, any

Service Level Request) or the services provided under this Agreement (except for any litigation between the County and the City), the City shall pay or reimburse the County for all reasonable attorney fees and costs incurred by the County in connection with the litigation, including, but not limited to, attorney fees and costs incurred by the County on behalf of a hearing officer. In the event of any litigation between the City and the County, each party shall bear its own attorney fees and costs. The City's obligations under this paragraph shall survive the termination of this Agreement.

10.0 PAYMENT PROCEDURES

- 10.1 The County shall invoice the City during October for services performed during the period July 1 through September 30; during January for services performed during the period October 1 through December 31; during April for services performed during the period January 1 through March 31; and during July for services performed during the period April 1 through June 30; and the City shall pay the County all undisputed amounts within thirty (30) days after the date of said invoice.
- 10.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within thirty (30) days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) days after the dispute resolution is memorialized.
- 10.3 Interest shall be calculated at the rate of two percent (2%) annually or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution was memorialized.

11.0 RECORD RETENTION

- 10.1 The County shall maintain adequate financial records during the term of this Agreement to document its cost of providing services under this Agreement. The County shall retain financial records for a period of seven (7) years after payment for services under this Agreement, and shall make such financial records available for inspection to the City, or the City's designee, upon reasonable notice. The City shall ensure such records are handled in a

manner consistent with all applicable privacy laws and all laws related to public records.

12.0 NOTICES

12.1 All notices (excluding invoices) required by, or related to, this Agreement shall be in writing and sent by certified mail, return receipt requested, postage prepaid and addressed as listed below. Neither party to this Agreement shall refuse to accept such mail; the parties to this Agreement shall promptly inform the other party of any change of address. All notices required by this Agreement are effective on the date of receipt, unless otherwise indicated herein. The mailing address of each party to the Agreement is as follows:

CITY:	City Manager (attn: Alexander Nguyen) City of Oxnard 300 West Third Street, 4 th Floor Oxnard, CA 93030
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COUNTY	Director, Animal Services (attn: Jackie Rose) 600 Aviation Drive Camarillo, California 93010
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13.0 SEVERABILITY

13.1 If a court of competent jurisdiction declares any provision of this Agreement, or application thereof to any person or circumstances, to be unenforceable or in violation of law, the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

14.0 WAIVER

14.1 Waiver of any default or breach of this Agreement shall not be considered a waiver of any subsequent default or breach, nor shall it be considered a modification of the terms of this Agreement.

15.0 ENTIRE AGREEMENT

15.1 This Agreement, including Attachment A hereto and any amendment thereof, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this Agreement must be in writing and mutually executed by authorized personnel on behalf of the City and the County.

IN WITNESS WHEREOF, the County and the City enter into this Agreement as of the last date set forth below.

COUNTY OF VENTURA

Dated: 6/23/20
6/20/20

By 

JACKIE ROSE

Director, Animal Services

CITY OF OXNARD

Dated: 6/2/20

By 

Tim Flynn
Mayor, City of Oxnard

ATTEST:

By 

City Clerk

6/2/20

Date

APPROVED AS TO FORM:

By 

City Attorney

7/28/20

Date

ATTACHMENT A TO COUNTY-CITY ANIMAL SERVICES AGREEMENT

COUNTY OF VENTURA

AND

CITY OF

OXNARD

FY 2021-22 SERVICE LEVEL REQUEST

Part One: Available Services and Applicable Billing Rates and Credits

Animal Care Services

As may be required, the County shall provide animal care services to the City for all those animals originating within the boundaries of the City (whether picked up in the City or dropped off at the County's animal shelter) as a result of: confiscation, requests for euthanasia, owner surrender, owner return, pick-up of stray animals and transfers. For animals originating in the City, the County shall provide the following animal care services: impoundment, sheltering, boarding, quarantine, veterinary services, euthanasia services, animal adoptions, disposal of dead animals, pet retention services, foster coordination, volunteer management, TNR (trap neuter return) services for cats and related administrative services. Impounded animals will be vaccinated and provided necessary care, food and shelter in accordance with the provisions of state law. The animal's picture will be posted on the Ventura County Animal Services Division's ("Animal Services") website as soon as practicable to assist the City's residents in reclaiming a missing pet. The County, in its sole and exclusive discretion, shall determine the public and non-public hours of operation and the staffing of the County animal shelters.

The owner or person entitled to the custody of any animal originating within the boundaries of the City and impounded at a County animal shelter can redeem such animal by paying applicable fees according to Animal Services' approved schedule of rates and fees accruing up to the time of such redemption.

The City shall be charged for its proportion of the total County animal care service costs incurred during the fiscal year identified above as set forth below. The

County shall bill the City on a quarterly basis for animal care services based on a weighted three (3) calendar year average of the City's pro rata animal intake percentage, as follows:

1. The three (3) year weighted average will be calculated so that fifty percent (50%) of the rate is based on the City's previous calendar year pro rata animal intake percentage relative to the usage by other cities and unincorporated areas of Ventura County, twenty-five percent (25%) of the rate is based on the City's pro rata animal intake percentage from two (2) years prior and twenty-five percent (25%) of the rate is based on the City's pro rata animal intake percentage from three (3) years prior, illustrated as follows:

Example:

Hypothetical animal care budget: **\$6,027,354**

Camarillo: $(10.4\% * .50) + (9.9\% * .25) + (10.4\% * .25) = 10.3\%$

Future year cost = 10.3% of \$6,027,354 = **\$620,817**

Payments of **\$155,204** made quarterly which will be reduced by any licensing revenue

	2018 INTAKE		2017 INTAKE		2016 INTAKE		FUTURE YEAR WEIGHTED AVG
Camarillo	1174	10.4%	1223	9.9%	1109	10.4%	10.3%
Fillmore	198	1.7%	320	2.6%	192	1.8%	2.0%
Moorpark	283	2.5%	245	2.0%	321	3.0%	2.5%
Ojai	44	0.4%	109	0.9%	50	0.5%	0.5%
Oxnard	4112	36.3%	4196	34.1%	3947	37.2%	36.0%
Port Hueneme	409	3.6%	432	3.5%	470	4.4%	3.8%
Simi Valley	1360	12.0%	1363	11.1%	1306	12.3%	11.8%
Ventura	1249	11.0%	1555	12.6%	1253	11.8%	11.6%
County	2494	22.0%	2864	23.3%	1971	18.5%	21.5%
Total Intake	11323	100.0%	12307	100.0%	10619	100.0%	100.0%

The animal care budget will be allocated among the participating cities and the County based on the weighted three (3) calendar year animal intake percentage formula

described above. The County's animal care budget shall follow the following five (5) year fixed-rate schedule:

\$6,114,294.90 for fiscal year 2020-2021 (contract year 1)
\$6,420,009.65 for fiscal year 2021-2022 (contract year 2)
\$6,741,010.13 for fiscal year 2022-2023 (contract year 3)
\$7,078,060.63 for fiscal year 2023-2024 (contract year 4)
\$7,431,963.67 for fiscal year 2024-2025 (contract year 5)

In the event of any animal intake at a County animal shelter originating from the City due to any law enforcement request, pending court case (including, but not limited to, a petition for writ of mandate under Code of Civil Procedure section 1085 or 1094.5), or a court stay, which results in a County shelter stay of more than fifteen (15) days, the County shall charge the City for animal care services according to Animal Services' approved schedule of rates and fees for each day that each such animal receives animal care services.

Field Services

At the election of the City, the County shall provide the City with the following field services as may be required: responding to calls for service; pick up of dead animals; capture and transportation of animals; license, permit and other inspections; pre-hearing investigation of nuisance complaints; post-nuisance hearing compliance checks; investigation of potential cases of animal abuse and mistreatment; investigation of potential animal nuisances in violation of Ventura County Ordinance Code section 4467 or an equivalent municipal code provision; assistance with animal evacuations due to disaster or emergency; and similar or related field services. The City shall be charged according to the standard hourly rate for field services set forth in Animal Services' approved schedule of rates and fees based on actual hours expended. The City shall identify a budgeted amount for field services per fiscal year, as well as the average budgeted level of hours of service that the City authorizes the County to provide per week. The County shall notify the City in writing on a quarterly basis regarding actual hours expended for field services to the City, to enable the City to make the determination of whether the City wishes to authorize in writing a higher budgeted annual amount for field services that are not state-mandated. The County will provide the City state-mandated field services, and the City agrees to pay the County's costs for all state-mandated field services, whether or not the City's budgeted amount or hours for field services have been exceeded. The County shall be under no obligation to provide the City with any non-state-mandated field services in excess of the City's budgeted cost and hours, in the absence of prior written City authorization to do so.

In the event the City declines to have the County perform field services, the City shall be responsible for:

- (i) Scanning animals for an existing microchip and making all efforts to reunite a lost animal with its owner based on any microchip information prior to transporting that animal to a County shelter;
- (ii) Making all efforts to use information available from any animal's personal ID tag or a pet license to reunite a lost animal with its owner prior to transporting that animal to a County shelter;
- (iii) Vaccinating an animal with current standard vaccinations provided by Animal Services after an animal has been transported to a County shelter; and
- (iv) Taking a digital photograph of an animal and loading the digital photograph and other pertinent animal information onto Animal Services' computer information system for tracking animals subject to impoundment after an animal has been transported to a County shelter.

Rabies Control

At the election of the City, the County shall provide the City with the following rabies control program as may be required: response and investigation of reported animal bite and intimate contact cases to establish that there is compliance with state mandated quarantine procedures. This includes a follow-up visit to verify the health of the animal after quarantine. Shelter quarantine will be at the discretion of the County.

Animal Nuisance Hearings

At the election of the City, and contingent upon County consent, the County shall provide the City with the services of one Hearing Officer and one administrative assistant to conduct animal nuisance hearings for (i) animal nuisance complaints (based on violation of Ventura County Ordinance Code section 4467 or its equivalent City municipal code provision) originating within the boundaries of the City and (ii) any alleged violation of existing animal nuisance orders previously issued to an animal owner. The County shall charge the City according to the standard hourly rate (for salary and fringe benefits) of the actual Hearing Officer and administrative assistant providing services based on the actual hours expended per hearing. The County will not conduct animal nuisance hearings for a violation of local leash law absent nuisance based on violation of Ventura County Ordinance Code section 4467 or its equivalent City municipal code provision.

Animal License Processing per License

At the election of the City, the County shall provide the City with animal license processing services at the annual fiscal year cost of six dollars (\$6.00) per applicable cat or dog license for each animal within the boundaries of the City. The County shall mail license renewal notices to the animal owner of record; and when the renewal and payment are received, the County will process licenses. City residents can use the County's online weblicensing feature at no additional cost to the City. Licenses will be required before the County will release an animal to a resident of the City. The City animal license fees that the County collects (less the County's license processing fee) will be credited to the City quarterly in arrears against the amount that the City owes the County under the parties' animal services agreement.

Administrative Citation Processing

At the election of the City, the County shall provide the City with administrative citation processing services for citations issued to animal owners within the boundaries of the City. The citation processing services provided to the City shall be substantially equivalent to any services that the County contracts for with respect to processing of County administrative citations. In the event that the County reaches a determination, in its sole and exclusive discretion, that it no longer desires to provide administrative citation processing services to the City, the County shall provide the City with sixty (60) days' prior written notice before ceasing to provide such services. The County will provide the following administrative citation processing services to the City contingent upon the City's reimbursement of actual County costs incurred (including, but not limited to, actual costs charged by the County's General Services Agency for mailing and processing of citations and the cost of one (1) hour per month for the services of a Field Services Manager): generate auto citations in Chameleon software; send files to the General Services Agency for processing; receive and review auto citation files from the General Services Agency to ensure accuracy; send reviewed and completed files to the General Services Agency for processing and mailing to animal owners; receive and store finalized PDF file from the General Services Agency; generate email notification to the City's staff with PDF files for further collection and appeals; receive, through a Supervising Animal Control Officer, communication from City staff regarding citizen appeals when necessary; and receive updates from the City regarding customer data to be updated, with the County updating data in Chameleon software.

The City will be solely responsible for collections once citations are issued to animal owners and for paying for collections, including, but not limited to, costs for contracted collections services. The City will be solely responsible for processing any administrative appeals from citations issued. The County will not be responsible for collections or processing administrative appeals from citations.

Part Two: Specific Service Requests and Approvals

The County will provide the City with the services authorized below:

- X** Animal Care Services. The City authorizes the County to provide animal care services for animals originating within the boundaries of the City during fiscal year 2021-22 according to the terms and conditions set forth in Part One of this Agreement. The cost of animal care services for the City will be \$2,392,226.34 for fiscal year 2021-22. Consistent with Section 8.3 of the parties' Animal Services Agreement, the County shall credit the City with revenues paid by City residents toward amounts owed by the City for services provided.

Field Services:

- ☐ The City authorizes the County to provide budgeted field services during fiscal year 2021-22 of _____; with field services budgeted at _____ hours per week, to be provided by the County to the City, according to the terms and conditions set forth in Part One. If it appears that the City may exceed its budgeted cost and hours for field services: (i) the County will continue to provide additional state-mandated services to the City, and the City agrees to pay for those additional state-mandated services at the hourly rates approved by the County Board of Supervisors, and (ii) the County will only provide further field services that are not state-mandated to the City upon receipt of City written approval for such services, and the City agrees to pay for all such services authorized in writing by City personnel. The City hereby agrees to the County's enforcement of the City's municipal code provisions in providing field services.
- X** The City authorizes the County to provide field services only for emergency calls (requests for an animal services officer by law enforcement or fire personnel, vicious animal at large threatening the public, wild animal at large in City area, livestock at large and in sight, stray animal bite with the animal at large or confined by a non-owner) at a not to exceed amount of 100 hours for the fiscal year. This level of service is intended to provide emergency response on an as-needed basis from the County on behalf of a City that employs its own field services when requested by the City and the County is able to respond. The City hereby agrees to the County's enforcement of the City's municipal code provisions in providing field services.
- ☐ The City declines to have the County provide field services.

Rabies Control

- ☐ The City authorizes the County to provide rabies control services.
- ☒ The City declines to have the County provide rabies control services.

Animal Nuisance Hearings:

- ☐ The City authorizes the County to conduct animal nuisance hearings during fiscal year 2021-22 according to the terms and conditions set forth in Part One. The City hereby agrees to the County's enforcement of the City's municipal code provisions in conducting animal nuisance hearings, and the City agrees to enact, and maintain in full force and effect, municipal code provisions substantially equivalent to Ventura County Ordinance Code section 4467. The City hereby further agrees that, whether or not set forth in the municipal code provisions, the animal nuisance hearings hereby authorized include hearings on any alleged violation of existing animal nuisance orders previously issued to an animal owner.

The City hereby agrees that this authorization shall not be effective, and the County shall not be obligated to conduct any animal nuisance hearings for the City during the specified fiscal year, if the County checks the box below declining to conduct such hearings. If the County so declines, the City will be responsible for providing a hearing officer to preside over animal nuisance hearings involving alleged nuisance animals residing within the City's jurisdictional limits; and the City also shall be responsible for ensuring that the City has in effect an ordinance providing authorization for the City to appoint a hearing officer to preside over animal nuisance hearings involving alleged animal nuisance violations by animals within the City. In all cases in which the City is responsible for conducting animal nuisance hearings, the County will refer animal nuisance cases after investigation to the City for selection of a hearing officer and noticing of the hearing. A knowledgeable animal control officer familiar with the animal nuisance investigation, if requested by the City, required by the hearing officer, or subpoenaed by any party, will attend the animal nuisance hearing and be available to answer questions posed by the hearing officer, complainant and animal owner. The City will reimburse the County for the attendance of any animal control officer at the animal nuisance hearing pursuant to the hourly rate approved by the County Board of Supervisors.

- ☒ The City declines to have the County conduct animal nuisance hearings.

- ☐ The County declines to conduct animal nuisance hearings for the City during the fiscal year specified above.

Animal License Processing:

- ☒ The City authorizes the County to provide animal license processing services for the City during fiscal year 2021-22 according to the terms and conditions set forth in Part One.
- ☒ The City has adopted the license fees set forth in Animal Services' approved schedule of rates and fees.
- ☐ The City has adopted the following license fees that differ from the license fees set forth in the Ventura County Animal Services approved schedule of rates and fees:

Specify:

Current City license fees were adopted by the City on _____, 20_____.

- ☐ The City declines to have the County provide animal license processing.

Administrative Citation Processing:

- ☒ The City authorizes the County to provide administrative citation processing services for the City during fiscal year 2021-22 according to the terms and conditions set forth in Part One.
- ☐ The City declines to have the County provide administrative citation processing services.

Chameleon Read Rights:

- ☒ The City requests read rights for Chameleon software and agrees to pay its portion of the actual County Information Technology Services Department server/portal/VPN costs. Costs will reflect the actual County Information Technology Services Department additional costs to host and maintain the server

for City read only rights to Chameleon and will be equally spread across all participating cities.

- ☐ The City declines to have the County provide Chameleon read rights.

CITY OF OXNARD

COUNTY OF VENTURA

Signature: _____
John C. Zaragoza, Mayor, City of Oxnard

Signature: 
Jackie Rose, Director of Animal Services

Date: _____

Date: 2/23/21

FY 21-22 Animal Safety Services Agreement

Public Safety Committee
March 23, 2021

Oxnard City Council
April 20, 2021

Alex Arnett, Commander

That the Public Safety Committee recommend the City Council approve and authorize the Mayor to approve a budget appropriation in the amount of \$2,479,135.18 for FY 21-22, total cost projection for the second year of a five year agreement (A-8151) with the County of Ventura to provide animal safety services.

That the City Council approve and authorize the Mayor to approve a budget appropriation in the amount of \$2,479,135.18 for FY 21-22, total cost projection for the second year of a five year agreement (A-8151) with the County of Ventura to provide animal safety services.

- Five year services agreement with the County of Ventura was approved by City Council on June 2, 2020.
- Per the agreement, each year the Police Department is required to complete an agreement for the cost of the upcoming fiscal year.

Services provided by VCAS in Service Level Agreement:

- Animal Care Services
- Emergency Field Services
- Animal License Processing

VCAS Shelter Services:

- Confiscation
- Boarding
- Impoundment
- Quarantine
- Veterinary services
- Request for euthanasia
- Animal adoptions
- Disposal of dead animals
- Post missing/found animal on their website
- Owner surrender
 - Assistance of Pet Retention Specialist

Impounded animals will be vaccinated, given necessary care, food, and shelter in accordance with state law.

- Will only respond when City ASO is not available
- Only in emergency situations or “as-needed” when requested by police or fire personnel
- Examples:
 - Vicious animal at large threatening the public
 - Stray animal bite with the animal at large or confined
 - Injured animal

Animal License Processing:

- Process animal licenses for the City
- Send renewal notices to animal owners
- Animal owners will have access to renew animal licenses online
- License fees (minus \$6 license processing fee) will be credited to the amount the City owes each quarter

FY 16-17	\$1,1689,554	-
FY 17-18	\$1,854,979	+9.8%
FY 18-19	\$1,948,039	+5%
FY 19-20	\$2,113,884	+8.5%
FY 20-21	\$2,324,778	+9.9%
FY 21-22	\$2,479,254	+6.6%

- Cost of the agreements reflect a percentage of the VCAS FY Budget

- Still a percentage of the VCAS FY Budget
- A consortium of costs shared by the eight (8) contract cities and County
- Percentage is a 3-year weighted average of animal intakes
- No annual “true-ups”
- 5% built-in increase each year of the agreement
- Revenue is still a credit against amount owed on quarterly invoices

	2018 Intake	2019 Intake	2020 Intake	3-Year Weighted Average	FY 21-22 Animal Care Cost
Camarillo	1174 – 10.4%	1158 – 9.9%	536 - 9.9%	10.00%	\$641,906.43
Fillmore	198 – 1.7%	235 – 2.0%	106 - 2.0%	1.91%	\$122,921.66
Moorpark	283 – 2.5%	364 – 3.1%	139 - 2.6%	2.68%	\$172,152.94
Ojai	44 – 0.4%	82 – 0.7%	33 - 0.6%	0.58%	\$36,978.81
Oxnard	4112 – 36.3%	4340 – 37.1%	2055 - 37.8%	37.26%	\$2,392,226.34
Port Hueneme	409 – 3.6%	413 – 3.5%	224 – 4.1%	3.85%	\$246,967.44
Simi Valley	1360 – 12.0%	1327 – 11.3%	522 - 9.6%	10.64%	\$683,156.28
Ventura	1249 – 11.0%	1355 – 11.6%	696 - 12.8%	12.06%	\$774,102.54
County	2494 – 22.0%	2438 – 20.8%	1,120 - 20.6%	21.02%	\$1,349,597.22
Total Intake	11323	11712	5431	-	\$6,420,009.65

Shelter Services:	\$2,392,226.34
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Additional Projected Costs:	\$86,908.84
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- Emergency Field Services, Animal License Processing Fees, Chameleon Access/Server Costs

<u>Projected Cost of Agreement:</u>	<u>\$2,479,135.18</u>
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Projected License Revenue:	\$540,750.00
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Total Projected Cost of Agreement:	\$1,938,385.18
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QUESTIONS



PUBLIC SAFETY COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: March 23, 2021

TO: Public Safety Committee

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

SUBJECT: 5-Year PHA Plan, Annual Agency Plan and Capital Fund Program (CFP) Five-Year Action Plan for Low Rent Public Housing. (10/15/5)

RECOMMENDATION

That the Community Services, Public Safety, and Housing and Economic Development Committee recommend that the Housing Authority of the City of Oxnard:

1. Hold a public hearing to receive comments concerning the second year of the 5-Year PHA Plan, the 2021 CFP Budget, and the CFP Five-Year Action Plan; and
2. Adopt a resolution:
 - a. Approving the 2021 Annual Agency Plan, 5-Year PHA Plan for the Housing Authority;
 - b. Authorizing and directing the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures;
 - c. Authorizing the Housing Director to execute and submit all reports, documents and all other certifications required to comply with HUD's policies and procedures regarding the Annual Agency Plan and the 5-Year PHA Plan;
 - d. Approving the 2021 CFP Budget and CFP Five-Year Action Plan; and
 - e. Authorizing the Housing Director to accept and expend the funds as indicated in the 2021 CFP Budget and CFP Five-Year Action Plan.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/-8ndTzfT3gA>

BACKGROUND

The Quality Housing and Work Responsibility Act of 1998 (the Act) requires OHA to submit a 5-Year PHA Plan and an Annual Agency Plan. The purpose of the 5-Year and Annual Agency Plan, along with the program

policies for the Public Housing Program (Admissions and Continued Occupancy Policy) and the Housing Choice Voucher Program (Administrative Plan) is to provide a framework for local accountability, along with an easily-identifiable source document where public housing residents, housing voucher participants, and members of the public may locate basic information regarding a Housing Authority's policies, rules and regulations and services provided by the agency.

The 5-Year PHA Plan covers fiscal years 2020-2025 and the Annual Agency Plan covers fiscal year 2021. Updates must be submitted to HUD at least seventy-five days prior to the beginning of each fiscal year, and must include certifications that the OHA Plan is consistent with the City's Consolidated Plan and in accordance with HUD requirements.

DISCUSSION

The 5-Year PHA Plan which is updated annually through the submission of the Annual Agency Plan identifies the OHA's goals and objectives that will enable the agency to serve the needs of low-income, very low-income, and extremely low-income families. The current 5-Year PHA plan was adopted in fiscal year 2020. Any revisions, new activities, progress towards goals and objectives, and updates are outlined in the Annual PHA Plan (Attachment 4). The proposed plan is posted on OHA's website. In addition, it is usually posted at both public libraries, OHA's site offices, and the City Clerk's office. Due to the office closures in place, only electronic copies were made available. The opportunity for suggestions or recommendations from the public was made available for public comments January 18, 2021 for forty-five days.

The plan was also submitted to the Resident Advisory Board (RAB) consisting of Tenant Commissioners, public housing residents, and Section 8 Program participants. The RAB provides comments and feedback to the agency. The OHA conducted a public meeting on January 14, 2021. During the meeting, OHA staff provided an overview to the RAB and responded to inquiries from RAB members and others.

In addition to any proposed changes, the last component of the Annual Agency Plan and the 5-Year PHA Plan has to do with the adoption of an annual CFP budget as well as a CFP 5-Year Action Plan. The primary purpose of the CFP is to preserve and maintain the integrity of the OHA's public housing stock and to fund necessary improvements. For the coming fiscal year, the OHA is presenting a budget of \$1,524,272 for CFP activities. An estimated \$442,272 of the budget is allocated towards debt repayment (principal and interest payment for 2004 capital fund revenue bond) and \$377,000 towards administrative expenses. The remaining \$705,000 is being used towards capital improvements. Specifically, adding additional parking to the OHA's scattered sites and the 504-conversion project. The 504-conversion project refers to a multi-phase conversion project that will bring OHA into compliance with HUD's Section 504 regulations. These regulations establish a minimum number of dwelling units that must be accessible for individuals with disabilities. As a result of the demolition of units in the 31-1 (Colonia site), the OHA lost 44 accessible units. In order to comply with HUD requirements, the OHA must convert a minimum of 24 units. The units have been selected from each project site based on ease of conversion, availability of space and cost effectiveness. In fiscal year 2021, the units selected at the Palm Vista site will be converted. Due to the extent of work being completed, the existing drain lines to the building will also need to be repaired. The final funding amount is yet to be determined and is based upon congressional appropriation. Any additional funding approved will be allocated towards the 504-conversion project. The proposed annual CFP budget and Five-Year Action plan are set forth in Attachments 1 and 2.

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.

FINANCIAL IMPACT

This item has no impact to the General Fund. The approval of the recommended action will enable the OHA to obtain various HUD funds, including approximately \$1,524,272 under the Capital Fund. Adoption of the 5-Year PHA Plan and the Annual Agency Plan is required for the OHA to receive the funds set forth in the CFP Budget and CFP Five-Year Action Plan.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Proposed CFP Budget For 2021
2. Proposed CFP Five-Year Action Plan
3. Resolution
4. PowerPoint Presentation

Part I: Summary					
PHA Name: Oxnard Housing Authority		Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-20 Replacement Housing Factor Grant No: Date of CFFP: 04/26/2004			FFY of Grant: 2021 FFY of Grant Approval:
Type of Grant: ☒ Original annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (Revision no:) ☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 25% of line 23) ³	\$ 140,000.00			
3	1408 Management Improvements (Not to exceed 10% of line 23)	\$ 12,000.00			
4	1410 Administration (may not exceed 10% of line 23)	\$ 105,000.00			
5	1415 Liquidated Damages				
6	1480 Fees and Costs/ (A& E fees)	\$ 20,000.00			
7	1480 Advertising	\$ 5,000.00			
8	1480 Planning Salaries/ Benefits	\$ 40,000.00			
9	1480 Audit	\$ 20,000.00			
10	1440 Site Acquisition				
11	1480 Site Improvement				
12	1480 Dwelling Structures	\$ 705,000.00			
13	1480 Dwelling Equipment - Nonexpendable				
14	1480 Nondwelling Structures				
15	1480 Nondwelling Equipment (Computer Hardware)	\$ 20,000.00			
16	1480 Construction Vehicle				
17	1480 Demolition				
18	1480 Moving to Work Demonstration				
19	1480 Relocation Costs				
20	1480 Development Activities ⁴				
21	9001 Collateralization or Debt Service paid by PHA	\$ 442,272.50			
22	1480 Contingency (may not exceed 8% of line 23)	\$ 15,000.00			
23	Amount of Annual Grant: (sum of lines 1 - 22)	\$ 1,524,272.50			

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 03/31/2020

Part I: Summary					
PHA Name: Oxnard Housing Authority		Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-21 Replacement Housing Factor Grant No: Date of CFFP: 04/26/2004		FFY of Grant: 2021 FFY of Grant Approval:	
Type of Grant: ☒ Original annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (Revision no:) ☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
24	Amount of line 23 Related to LBP Activities				
25	Amount of line 23 Related to Section 504 compliance				
26	Amount of line 23 Related to Security - Soft Costs				
27	Amount of line 23 Related to Security - Hard Costs				
28	Amount of line 23 Related to Energy Conservation Measures				
Signature of Executive Director		Date	Signature of Public Housing Director		Date

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: Oxnard Housing Authority		Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-21 CFFP (Yes/No): Replacement Housing Factor Grant No:				Federal FFY of Grant: 2021		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
CAL 31-0	Operations	1406		\$ 140,000.00				
PHA WIDE								
	Professional Development/ Professional Development /Training	1408		\$ 5,500.00				
	Consultants/ Consultants	1408		\$ 6,000.00				
	Disaster Preparedness	1408		\$ 500.00				
	Needs Assessment	1408		\$ -				

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name: Oxnard Housing Authority		Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-21 CFFP (Yes/ No): Replacement Housing Factor Grant No:				Federal FFY of Grant: 2021		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
CAL 31-0								
PHA WIDE								
	Administration	1410		\$ 105,000.00				
	Fees & Costs	1480		\$ 20,000.00				
	Advertising	1480		\$ 5,000.00				
	Planning Salaries/Benefits	1480		\$ 40,000.00				
	Computer Hardware	1480		\$ 20,000.00				
	Audit	1480		\$ 20,000.00				
	Bond Payment	9001		\$ 442,272.50				
	Contingency	1480		\$ 15,000.00				
	Total 31-0:			\$ 819,272.50				

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name: Oxnard Housing Authority		Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-21 CFFP (Yes/ No): Replacement Housing Factor Grant No:				Federal FFY of Grant: 2021		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
OHA Wide								
CAL 31-2 Felicia Ct.								
	Total 31-2:			\$	-			
CAL 31-3 Colonia Road								
	Total 31-3:			\$	-			
CAL 31-4 Pleasant Valley								
	Total 31-4:			\$	-			
CAL 31-5 Plaza Vista								
	Total 31-5:			\$	-			
CAL31-7 Scattered Sites	Additional Parking			\$	50,000.00			
	Total 31-7:			\$	50,000.00			
CAL 31-8 Palm Vista	Drain Lines			\$	300,000.00			
	504 Compliance			\$	355,000.00			
	Total 31-8:			\$	655,000.00			
	CA16-P031-501-20 Total:			\$	1,524,272.50			

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Oxnard Housing Authority		Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-21 CFFP (Yes/ No): Yes Replacement Housing Factor Grant No:			Federal FFY of Grant: 2021
Development Number Name/HA-Wide Activities		All Funds Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)	
		Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date
CAL 31-0		4/16/2023		4/16/2025	
PHA-Wide					
CAL 31-1		4/16/2023		4/16/2025	
The Courts					
CAL 31-2		4/16/2023		4/16/2025	
Felicia Court					
CAL 31-3		4/16/2023		4/16/2025	
Colonia Road					
CAL 31-4		4/16/2023		4/16/2025	
Pleasant Valley					
CAL 31-5		4/16/2023		4/16/2025	
Plaza Vista					
CAL 31-7		4/16/2023		4/16/2025	
Scattered Sites					
CAL 31-8		4/16/2023		4/16/2025	
Palm Vista					

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended

Capital Fund Program Five-Year Action Plan					
Part I: Summary					
PHA Name: Oxnard Housing Authority				☒ Original 5-Year Plan ☐ Revision no:	
Development Number/Name/HA-Wide	Year 1 2021	Work Statement for Year 2 FFY Grant: 2022 PHA FY: 2023	Work Statement for Year 3 FFY Grant: 2023 PHA FY: 2024	Work Statement for Year 4 FFY Grant: 2024 PHA FY: 2025	Work Statement for Year 5 FFY Grant: 2025 PHA FY: 2026
	Annual Statement				
CAL 31-0 OHA-Wide		\$ 799,380.00	\$ 798,180.00	\$ 377,000.00	\$ 377,000.00
OHA Wide		\$ 15,000.00	\$ 190,000.00	\$ -	\$ -
CAL 31-1 The Courts					
CAL 31-2 Felicia Court		\$ -	\$ 100,000.00	\$ 220,000.00	\$ 550,000.00
CAL 31-3 Colonia Road		\$ 246,000.00	\$ -		\$ -
CAL 31-4 Pleasant Valley		\$ -	\$ 400,000.00	\$ 400,000.00	\$ -
CAL 31-5 Plaza Vista		\$ -	\$ 30,000.00	\$ 40,000.00	\$ -
CAL 31-7 Scattered Sites		\$ 385,000.00	\$ -	\$ -	\$ 130,000.00
CAL 31-8 Palm Vista		\$ -	\$ 20,000.00	\$ 20,000.00	\$ -
CFP Funds Listed for 5-year Planning		\$ 1,445,380.00	\$ 1,538,180.00	\$ 1,057,000.00	\$ 1,057,000.00
Replacement Housing Factor Funds					

Capital Fund Program Five-Year Action Plan						
Part II: Supporting Pages - Work Activities						
Activities for Year 1 2021	Activities for Year: 2 FFY Grant: 2022 PHA FY: 2023			Activities for Year: 3 FFY Grant: 2023 PHA FY: 2024		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See	PHA-Wide	Operations	\$ 140,000.00	PHA-Wide	Operations	\$ 140,000.00
Annual	Cal 31-0			Cal 31-0		
Statement						
		Management Improvement	\$ 12,000.00		Management Improvement	\$ 12,000.00
		Administration	\$ 105,000.00		Administration	\$ 105,000.00
		A&E Fees	\$ 20,000.00		A&E Fees	\$ 20,000.00
		Advertising	\$ 5,000.00		Advertising	\$ 5,000.00
		Planning Salaries/ Benefits	\$ 40,000.00		Planning Salaries/ Benefits	\$ 40,000.00
		Computer Hardware	\$ 20,000.00		Computer Hardware	\$ 20,000.00
		Audit				
		Debt. Service	\$ 442,380.00		Debt. Service	\$ 441,180.00
		Contingency	\$ 15,000.00		Contingency	\$ 15,000.00
	Cal 31-0 Subtotal:		\$ 799,380.00	Cal 31-0 Subtotal:		\$ 798,180.00
Total CFP Estimated Cost						

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages - Work Activities						
Activities for Year 1 2021	Activities for Year: 2 FFY Grant: 2022 PHA FY: 2023			Activities for Year: 3 FFY Grant: 2023 PHA FY: 2024		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See Annual Statement	OHA Wide	Security System	\$ 15,000.00	OHA Wide	Pre-Reac Improvements	\$ 190,000.00
	Felicia Court			Felicia Court		
	CAL 31-2			CAL 31-2	Landscaping	\$ 100,000.00
	CAL 31-2 Subtotal:		\$ -			
	Colonia Village					
	CAL 31-3	504 Compliance	\$ 246,000.00			
	CAL 31-3 Subtotal		\$ 246,000.00	CAL 31-2 Subtotal:		\$ 100,000.00
	Pleasant Valley			Colonia Village		
	CAL 31-4			CAL 31-3		
				CAL 31-3 Subtotal		\$ -
	CAL 31-4 Subtotal		\$ -	Pleasant Valley		
				CAL 31-4	Flooring	\$ 400,000.00
	Plaza Vista					
	CAL 31-5					
	CAL 31-5 Subtotal:		\$ -	CAL 31-4 Subtotal:		\$ 400,000.00
				Plaza Vista		
	Scattered Sites			CAL 31-5	Roof Exhaust Fans	\$ 20,000.00
	CAL 31-7	504 Compliance	\$ 385,000.00	Plumbing		\$ 10,000.00
				CAL 31-5 Subtotal:		\$ 30,000.00
				Scattered Sites		
	CAL 31-7 Subtotal:		\$ 385,000.00	CAL 31-7		
	Palm Vista			CAL 31-7 Subtotal:		
	CAL 31-8			Palm Vista		\$ -
				CAL 31-8		
				CAL 31-8	Roof Exhaust Fans	\$ 20,000.00
	CAL 31-8 Subtotal:		\$ -			
				CAL 31-8 Subtotal:		\$ 20,000.00
	Total CFP Estimated Cost		\$ 1,445,380.00			\$ 1,538,180.00

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages --- Work activities					
Activities for Year: 4 FFY Grant: 2024 PHA FY: 2025			Activities for Year: 5 FFY Grant: 2025 PHA FY: 2026		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
PHA-Wide	Operations	\$ 140,000.00	PHA-Wide	Operations	\$ 140,000.00
Cal 31-0			Cal 31-0		
	Management Improvement	\$ 12,000.00		Management Improvement	\$ 12,000.00
	Administration	\$ 105,000.00		Administration	\$ 105,000.00
	A&E Fees	\$ 20,000.00		A&E Fees	\$ 20,000.00
	Advertising	\$ 5,000.00		Advertising	\$ 5,000.00
	Planning Salaries/ Benefits	\$ 40,000.00		Planning Salaries/ Benefits	\$ 40,000.00
	Computer Hardware	\$ 20,000.00		Computer Hardware	\$ 20,000.00
	Debt. Service	\$ 20,000.00		GPNA	\$ 20,000.00
	Contingency	\$ 15,000.00		Contingency	\$ 15,000.00
Cal 31-0 Subtotal:		\$ 377,000.00	Cal 31-0 Subtotal:		\$ 377,000.00
Total CFP Estimated Cost					

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages --- Work activities

Activities for Year: 4 FFY Grant: 2024 PHA FY: 2025			Activities for Year: 5 FFY Grant: 2025 PHA FY: 2026		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
OHA Wide			OHA Wide		\$ -
Felicia Court			Felicia Court		
CAL 31-2	Grounds improvement	\$ 120,000.00	CAL 31-2	Walkways	\$ 150,000.00
	Fencing	\$ 100,000.00		Windows	\$ 400,000.00
CAL 31-2 Subtotal:		\$ 220,000.00	CAL 31-2 Subtotal:		\$ 550,000.00
Colonia Village			Colonia Village		
CAL 31-3			CAL 31-3		
CAL 31-3 Subtotal		\$ -	CAL 31-3 Subtotal		\$ -
Pleasant Valley			Pleasant Valley		
CAL 31-4	Flooring	\$ 400,000.00	CAL 31-4		
CAL 31-4 Subtotal:		\$ 400,000.00	CAL 31-4 Subtotal:		\$ -
Plaza Vista			Plaza Vista		
CAL 31-5	Roof Exhaust Fans	\$ 20,000.00	CAL 31-5		
	Plumbing	\$ 20,000.00			
CAL 31-5 Subtotal:		\$ 40,000.00	CAL 31-5 Subtotal:		
Scattered Sites			Scattered Sites		
CAL 31-7			CAL 31-7	Wall heaters	\$ 130,000.00
CAL 31-7 Subtotal:			CAL 31-7 Subtotal:		\$ 130,000.00
Palm Vista		\$ -			
CAL 31-8			Palm Vista		
	Roof Exhaust Fans	\$ 20,000.00	CAL 31-8		
CAL 31-8 Subtotal:		\$ 20,000.00	CAL 31-8 Subtotal:		\$ -
Total CFP Estimated Cost		\$ 1,057,000.00			\$ 1,057,000.00

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION APPROVING THE 5-YEAR PUBLIC HOUSING AGENCY (PHA) PLAN,
THE ANNUAL AGENCY PLAN, THE 2021 CAPITAL FUND PROGRAM (CFP) BUDGET,
THE CFP FIVE-YEAR ACTION PLAN AND AUTHORIZING THE HOUSING DIRECTOR
TO EXECUTE AND SUBMIT THE PLANS AND CAPITAL FUNDS STATEMENT

WHEREAS, the Housing Authority of the City of Oxnard (OHA) is required by the U.S. Department of Housing and Urban Development (HUD) to develop and adopt a 5-Year PHA Plan and Annual Agency Plan for HUD's review and approval in order to be eligible to receive HUD funding utilized for the OHA's operation; and

WHEREAS, The OHA adopted a 5-Year Agency Plan in 2020; and

WHEREAS, on April 6, 2021, the OHA conducted a public hearing on the proposed second year of the 2020-2025 Five-Year PHA Plan, the Annual Agency Plan, the 2021 CFP Budget and the CFP Five-Year Action Plan.

WHEREAS, the OHA wishes to adopt its Annual Agency Plan, the second year of the 5-Year PHA Plan for Fiscal Years 2020-2025, the CFP Five-Year Action Plan, and the 2021 CFP Budget.

NOW THEREFORE, the Board of Commissioners of the Housing Authority of the City of Oxnard resolves as follows:

1. The Board hereby approves the Annual Agency Plan, the second year of the 5-Year PHA Plan for Fiscal Years 2020-2025, the CFP Five-Year Action Plan, and the 2021 CFP Budget, as presented to the Board on April 6, 2021; and
2. The Board authorizes and directs the chairman to execute the HUD Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures; and
3. The Board authorizes the Housing Director to execute and submit all reports and documents required to comply with HUD's policies and procedures regarding the Agency Plan; and
4. The Board authorizes the Housing Director to accept and extend the funds as indicated in the 2021 CFP Budget and the CFP Five-Year Action Plan.

APPROVED AND ADOPTED THIS _____ DAY OF _____ 2021 BY THE
FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

John C. Zaragoza, Chairman

Attest:

Rose Chaparro, Secretary-Designate

Approved as to form:

Stephen M. Fischer, General Counsel

5-YEAR AGENCY PLAN AND ANNUAL PLAN

Emilio Ramirez, Housing Director

Housing and Economic Development Committee

March 23, 2021



5-Year and Annual Agency Plan

1. The 5-Year and Annual Agency Plan provides a description of the Housing Authority's basic regulations, requirements and operational program policies
2. Required by 24 CFR Part 903
3. Serves as the application for Capital Fund Grants which provide the funding for capital improvements for Public Housing
4. Due to HUD on April 17, 2021 — 75 days prior to the start of the fiscal year
5. Public Hearing on the proposed changes to the Public Housing and Section 8 program policies and proposed goals and objectives for the next 5 years
6. Written public comment and review period commenced January 18, 2021 and closed March 5, 2021
7. Resident Advisory Board meeting was held for review and discussion

Proposed Changes to the Program Policies

1. No significant changes were proposed to the Housing Choice Voucher (Section 8) Administrative Plan or the Admissions and Continued Occupancy Policy
2. No written comments from the public were received

Approval of the Capital Fund Program

1. Capital Fund Grant provides funding for the capital improvements to the Public Housing assets
2. The 2021 grant amount requested is \$1,524,272
3. Resolution approves the Capital Fund Program Five-Year Action Plan, the 2021 Annual Agency Plan, the 5-Year PHA plan, and the 2021 Capital Fund Budget



QUESTIONS?