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.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & DEVELOPMENT COMMITTEE
Council Chambers, 305 West Third Street
March 8, 2022

Regular Meeting - 6:45 to 8:15 PM

(Temporary Time Change)

Zoom details to call-in for public comment during a meeting:

1. **Dial Phone Number: (888) 475-4499**
2. **Enter Meeting ID: 843 2265 4570**
3. **Passcode: 219850**

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom calling in steps listed above. Once the Mayor calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room.

This meeting is being held in accordance with Assembly Bill 361, allowing members of the City Council, members of the public and staff to participate via teleconference.

Consistent with City policies imposed to promote social distancing, the facility where the City Council regularly meets is temporarily closed to the public. The public is encouraged to view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. EMAILING COMMENTS OR REQUESTING TO SIGN UP TO SPEAK BEFORE THE MEETING

   a. Submit an email to cityclerk@oxnard.org no later than 3 p.m. on the day of the meeting (Please indicate the agenda item number in the subject line). All email correspondence will be forwarded to the City Council prior to the start of the meeting and made part of the legislative record.
   b. Submit a request to speak by no later than 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/city-meetings, emailing the City Clerk at cityclerk@oxnard.org, or calling the City Clerk at (805) 385-7803.

2. PROVIDING PUBLIC COMMENTS DURING THE MEETING

   a. To provide public comment without requesting to speak prior to the meeting, during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting.
   b. Public comments on agenda items shall be taken following the announcement of the item. After the item is announced, members of the public shall have three minutes to register or otherwise be recognized for the purpose of providing public comment. During this three-minute time period, public comments may be taken and the City Council or staff may discuss the item being considered or briefly respond to public comments.

Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering

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)

public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

* The City has filed pre-election and post-election lawsuits regarding the validity of Measure M.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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. After 30 minutes, if all speakers have not 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

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the February 22, 2022 regular meeting as presented.
Legislative Body: Community Services, Public Safety, Housing & Development Committee
Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Fire Department
SUBJECT: Purchase Order with Stryker Medical for $335,137.99. (0/5/5)
RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that City Council authorize the Mayor to sign a Purchase Order with Stryker Medical for $335,137.99 to purchase seven (7) Lifepak 15 monitors/defibrillators and twelve (12) Lifepak 1000 defibrillators.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/QQDVENjoo4A
Contact: Alexander Hamilton, (805) 385-7700

2. Cultural & Community Services Department
SUBJECT: Amendment to Agreement (8503-18-LI) with Baker & Taylor, LLC. for the Purpose of Purchasing Library Materials. (0/5/5)
RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that City Council approve and authorize the Mayor to:

1) execute a First Amendment to Agreement 8503-18-LI with Baker & Taylor, LLC in the amount of $380,000 for a total agreement value of $950,000; and
2) extend the term of the Agreement to June 30, 2024, for the purpose of purchasing library materials, cataloging and processing.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/xAtV4kaBW3g
Contact: Terrel Harrison, (805) 385-7994

3. Housing Department
SUBJECT: Participation in the Essential Middle-Income Housing Program for the Arbors at Parc Rose, 1500 Tulipan. (0/10/10)
RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council support:

   1. Executing a joint exercise of powers agreement relating to the California Statewide Communities Development Authority (CSCDA) Community Improvement Authority (the Authority) issuing bonds for the preservation and protection of middle-income rental housing (“Essential Middle-Income Housing Program”);

   2. CSCDA’s issuance of bond pursuant to the Essential Middle-Income Housing Program; and

   3. Entering into a Public Benefit Agreement, that includes annual host fee revenue that would likely offset the loss of City property tax revenues during the term of the agreement.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/ACZFUfZ_ajo
Contact: Emilio Ramirez, (805) 385-8094

4. Housing Department
SUBJECT: Participation in the Middle-Income Housing Program for The Vines at Riverpark, 3040 Oxnard Blvd. (0/10/10)
RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council support:

   1. Entering into a joint exercise of powers agreement relating to the California Municipal Finance Authority (“CMFA”) Special Finance Agency issuing bonds for the preservation and protection of middle-income rental housing (“Middle-Income Housing Program”);

   2. CMFA Special Finance Agency’s issuance of bonds for the preservation and protection of middle-income housing pursuant to the Middle-Income Housing Program; and

   3. Entering into a Public Benefit Agreement that includes annual host fee revenue that would likely offset the loss of City property tax revenues during the term of the agreement.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/XFLUjy-DO4Q
Contact: Emilio Ramirez, (805) 385-8094

5. Housing Department

SUBJECT: Downtown Improvement Program Settlement Funds Update. (0/10/10)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee:

1. Receive an update on the implementation of the approved program priorities funded with the Downtown Improvement Program Settlement Funds; and
2. Due to the COVID-19 impact, we recommend that the Council appropriate $85,716 per fiscal year in FYs 22-23 and 23-24, for a total appropriation of $171,432, for homeless outreach coordinator contract services as part of the annual budget process.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/cBU7a27FKGQ

Contact: Emilio Ramirez, (805) 385-8094

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: March 8, 2022

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the February 22, 2022 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 02 22 2022 Community Services, Public Safety, Housing & Development

MINUTES
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & DEVELOPMENT COMMITTEE
Regular Meeting
FEBRUARY 22, 2022

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 6:46 p.m., Chair Bryan A. MacDonald called to order the regular meeting of the Oxnard City Council Community Services, Public Safety, Housing & 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. Chair MacDonald and Member Madrigal were present via videoconference. Member Zaragoza was present in person.

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

Staff members that participated via videoconference were Alexander Nguyen, City Manager; Shiri Klima, Deputy City Manager; Jason Benites, Police Chief; Alex Arnett, Police Commander; Marc Amon, Police Commander; John Colamarino, Assistant Fire Chief; Emilio Ramirez, Housing Director; Vyto Adomaitis, Community Development Director; Kathleen Mallory, Planning & Sustainability Manager; and Todd Vasquez-Housley, Environmental Resources Division Manager.

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

C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the January 25, 2022 regular meeting as presented.

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

D. REPORTS

1. Housing Department
SUBJECT: Accessibility Remodel Project at Palm Vista. (0/5/5)
RECOMMENDATION: https://youtu.be/NCYI3iKM2jI

Emilio Ramirez, Housing Director, presented and answered the Committee's questions. No public comments were received. Report was received and filed.

2. Fire Department
   SUBJECT: Purchase Order Western Extrication Specialist Inc., $316,748.40. (0/5/5)
   RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend the City Council authorize the Mayor to sign a Purchase Order with Western Extrication Specialists Inc. for $316,748.40 to purchase battery-operated extrication equipment.

John Colamarino, Assistant Fire Chief, answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

3. Police Department
   SUBJECT: Second Amendment to Enterprise Lease Agreement. (0/5/5)
   RECOMMENDATION: https://youtu.be/MPSBC6FVLxI

Jason Benites, Police Chief and Alex Arnett, Police Commander answered the Committee's questions. No public comments were received. Report was received and filed.

4. Community Development Department
   SUBJECT: Update on City Staff's Efforts to Prepare an Expanded Polystyrene Ban Ordinance. (0/10/10)
   RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee ("Committee") receive an update on the City's efforts to develop an Expanded Polystyrene Ordinance.

Kathleen Mallory, Planning & Sustainability Manager, answered the Committee's questions. Public comments were received from Michael Pena, Emily Ramirez, Nancy Lindholm, Fernanda Ruiz and Chris Hernandez, Parks & Recreation and Community Services Commissioner. The Committee provided feedback to staff that the nonprofit exemption clause be removed. Report was received and filed. No formal action was required.

5. Housing Department
   SUBJECT: 5-Year PHA Plan, Annual Agency Plan and Capital Fund Program Five-Year Action Plan for Low Rent Public Housing. (10/15/5)
   RECOMMENDATION: That the Community Services, Public Safety, Housing & Economic Development Committee recommend that the Board of Commissioners:

   1. Hold a public hearing to receive comments concerning the third year of the 5-Year PHA Plan, the 2022 Capital Fund Budget, and the Capital Fund Five-Year Action Plan;

and

2. Adopt a resolution:
   a. Approving the 2022 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 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 policies and procedures of the Department of Housing and Urban Development regarding the Annual Agency Plan and the 5-Year PHA Plan;
   d. Approving the 2022 Capital Fund Budget and Capital Fund Five-Year Action Plan; and
   e. Authorizing the Housing Director to accept and expend the funds as indicated in the 2022 Capital Fund Budget and Capital Fund Five-Year Action Plan.

Emilio Ramirez, Housing Director, answered the Committee's questions. There were no public comments. Discussion ensued among the Committee and staff.

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

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair MacDonald adjourned the meeting at 7:38 p.m.

ROSE CHAPARRO	BRYAN A. MACDONALD
City Clerk	Chair

COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: March 8, 2022

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Purchase Order with Stryker Medical for $335,137.99. (0/5/5)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that City Council authorize the Mayor to sign a Purchase Order with Stryker Medical for $335,137.99 to purchase seven (7) Lifepak 15 monitors/defibrillators and twelve (12) Lifepak 1000 defibrillators.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/QQDVENjoo4A

BACKGROUND

On February 16, 2021, City Council authorized the submission of six (6) applications to Federal Emergency Management Assistance (FEMA) Assistance to Firefighters Grant (AFG). The Council approved application for the purpose of procuring seven (7) medic monitors and twelve (12) automatic external defibrillators (AED) was funded on August 10, 2021. The medic monitors are electrocardiography (EKG) monitors with defibrillators that are used by paramedics. The addition of seven (7) monitors will allow the Department to place a monitor on every frontline engine improving public safety with advanced lifesaving technology available for all responses. The AEDs will be placed on staff and auxiliary vehicles that are not currently equipped with defibrillators.

DISCUSSION:

FEMA has awarded the City of Oxnard $335,000 for the purchase of monitors and AEDs. The City currently has six (6) Lifepak 15 monitors/defibrillator units in service as part of the First Responder ALS Program. As part of the anticipated ambulance program the city purchased an additional eight (8) Lifepak 15 (LP15) units. The City has also purchased, and placed into service twenty-three (23) Lifepak 1000 (LP1000) AEDs for use on all fire department vehicles to support its basic life support mission.

Utilization of the LP15 and LP1000 devices has distinct benefits. Both devices utilize the same disposable components such as defibrillator pads. This allows for rapid transition and minimum interruption to CPR when transitioning from basic to advanced life support during a cardiac arrest. The standardization of disposable medical equipment also results in easier logistical support and cost savings through the reduced cost of battery replacements and improved pricing via bulk purchasing of defibrillator pads.

Standardization of both devices also enhances the continuous quality improvement of EMS care. Prior to standardization, all post-incident case data from basic and advanced life support providers was sent to different databases. This created additional workflow issues and difficulty in case review by forcing staff to reconcile or merge cases by hand. This data log jam also resulted in issues with distribution of case info to local regulatory oversight agencies. Both the LP15 and LP1000 transmit post incident data to the same data base, allowing for easier case merge, reconciliation and case review. This data is also reconciled with other intervention data such as the LUCAS automatic CPR device.

For interoperability and standardization purposes, the Fire Department would like to use regional grant funds allocated to the purchase of additional AED and monitors to purchase Lifepak 15 monitors and Lifepak 1000 AED. Stryker Medical is the sole reseller of Lifepak products for the Oxnard area. The quote provided by Stryker Medical is less than the General Services Administration (GSA) price.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

There are sufficient FY2021-22 existing appropriations to fund this purchase. $335,000 will be funded from the grant and 10% local match (Homeland Security Grant Fund 238-2221, Project 772294-AFG FY20 AED/Monitors). The balance of $137.99 will be paid with Fire Department Measure O funds designated for the ALS Program, project MO2209, account 104-2208-802.81-04.

Prepared by: Amy Van Atta, Management Analyst II, Jaime Villa, EMS Coordinator

ATTACHMENTS

1. Stryker Medical Quote
2. Stryker Presentation
3. PO 8530 Styker Flex Financial

stryker

AFG- Lifepak 15 and Lifepak 1000

Quote Number:	10439655	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	CITY OF OXNARD FIRE	Rep:	Shereen Setaghaian
	Attn:	Email:	shereen.setaghaian@stryker.com
		Phone Number:	

Quote Date: 10/07/2021
Expiration Date: 4/04/2022

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	CITY OF OXNARD FIRE	Name:	CITY OF OXNARD FIRE	Name:	CITY OF OXNARD FIRE
Account #:	1061456	Account #:	1061456	Account #:	1061456
Address:	360 W SECOND ST	Address:	360 W SECOND ST	Address:	360 W SECOND ST
	OXNARD		OXNARD		OXNARD
	California 93030-5650		California 93030-5650		California 93030-5650

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	7	$27,551.17	$192,858.19
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	7	$0.00	$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	14	$321.10	$4,495.40
4.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable Sp02, SpC0, SpMet Sensor, 3 FT. For use with RC Patient Cable.	7	$416.00	$2,912.00
5.0	11171-000046	Masimo™M-LNCS® DCI, Adult Reusable SpO2 only Sensor. For use with RC Patient Cable.	7	$195.65	$1,369.55
6.0	11160-000013	NIBP Cuff-Reusable, Child	7	$16.90	$118.30
7.0	11160-000017	NIBP Cuff -Reusable, Large Adult	7	$23.40	$163.80
8.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	7	$33.15	$232.05
9.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	7	$219.05	$1,533.35
10.0	11220-000028	LIFEPAK 15 Carry case top pouch	7	$39.65	$277.55
11.0	11260-000039	LIFEPAK 15 Carry case back pouch	7	$56.55	$395.85

stryker

AFG- Lifepak 15 and Lifepak 1000

Quote Number:	10439655	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	CITY OF OXNARD FIRE	Rep:	Shereen Setaghaian
	Attn:	Email:	shereen.setaghaian@stryker.com
		Phone Number:	

Quote Date: 10/07/2021
Expiration Date: 4/04/2022

#	Product	Description	Qty	Sell Price	Total
12.0	11996-000480	4G Titan III Trio Modem: Verizon or AT&T WiFi/Cellular/ Audio (audio on/off configurable by customer), for use with customer data plan. Customer will obtain SIM card to configure for Verizon or AT&T	7	$2,295.00	$16,065.00
13.0	99425-000025	LIFEPAK 1000 ECG Display w/Carry Case. Incl at N/C: Battery 11141-000156, Carry Case Strap 11425-000012, 2 pr/unit QC REDI-PAK Electrodes 11996-000017, 3 Wire Monitor Cable 11111-000016, Acc Pouch 11111-000016 & LIFEPATCH ECG electrodes 3/pk 11100-000001	12	$3,082.50	$36,990.00
14.0	41425-000034	Ship Kit - Literature, LP1000, W RCHG, English	12	$0.00	$0.00
15.0	11996-000017	Electrode QUIK-COMBO w/REDI-PAK preconnect	12	$27.95	$335.40
				Equipment Total:	$257,746.44

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
18.1	78000008	ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	7	$7,650.00	$53,550.00
				ProCare Total:	$53,550.00

stryker

AFG- Lifepak 15 and Lifepak 1000

Quote Number:	10439655	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	CITY OF OXNARD FIRE	Rep:	Shereen Setaghaian
	Attn:	Email:	shereen.setaghaian@stryker.com
		Phone Number:	

Quote Date: 10/07/2021
Expiration Date: 4/04/2022

Price Totals:

Estimated Sales Tax (0.000%):	$23,841.55
Freight/Shipping:	$0.00
Grand Total:	$335,137.99

Comments:

Meets Federal Supply Schedule Price

Prices: In effect for 90 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at https://www.strykeremergencycare.com/terms.

Assistance to Firefighters Grant

Emergency Medical Services Equipment Purchase Request: Stryker Medical

Alexander Hamilton, Fire Chief

CITY OF OXNARD CALIFORNIA

Assistance to Firefighters Grant: Stryker Medical

Recommendation:

That the Community Services, Public Safety, Housing & Community Development Committee recommend that City Council authorize the Mayor to sign a purchase order with Stryker Medical for $335,137.99 to purchase to purchase seven Lifepak 15 (LP15) *Advanced Life Support* monitor/defibrillators and 12 Lifepak 1000 (LP100) *Basic Life Support* Automatic External Defibrillators (AED).

Assistance to Firefighters Grant: Stryker Medical

Background:

On February 16, 2021 City Council authorized submission of six applications to the Federal Emergency Management Agency: Assistance to Firefighters Grant (AFG) program

The city's application requesting $335,137.99 for Emergency Medical Services (EMS) equipment was successful

The project was funded by FEMA on August 10, 2021

Discussion: Assistance to Firefighters Grant: Stryker Medical

- The city currently utilizes six LP15 monitors as a part of the Fire Department First Responder ALS Program

- The city also utilizes 23 LP1000 AED’s as part of the Fire Department Basic Life Support EMS

Discussion: Assistance to Firefighters Grant: Stryker Medical

Utilization of LP1000 for BLS care along with LP15 for ALS care allows for seamless transitions during CPR, equipment interoperability, disposable medical supply waste reduction and cost savings

Discussion: Assistance to Firefighters Grant: Stryker Medical

Standardization enhances EMS Quality Improvement (QI)

Data can be merged with device data from LUCAS automatic CPR devices to improve EMS oversight and case review

Fiscal Impact: Assistance to Firefighters Grant: Stryker Medical

Grant award amount is $335,000 including a 10% local match

Remaining $137.99 to be paid with Measure O funds designated for the ALS program (Project MO2209)

FEMA

Assistance to Firefighters Grant

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

PURCHASE ORDER

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

PURCHASE ORDER NO. 008530

DATE: 2/24/2022

VENDOR PHONE: (800)733-2383
VENDOR FAX: (369)389-5550
VENDOR #: 10579
VENDOR ADDRESS: STRYKER FLEX FINANCIAL
3800 EAST CENTRE AVE
PORTAGE, MI 49002

SHIP TO: FIRE DEPT
360 W. 2ND ST.
OXNARD, CA 93030

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

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
02/10/2022	0000005934	02/10/2022	ANTONIO CORTEZ
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts		PATRICIA GARCIA

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
1	287,000.00 / DL	7 LIFEPAK 15 & ACCESSORIES	1.0000	287,000.00
2	48,000.00 / DL	12 LIFEPAK 1000 WITH ACC AND CASE	1.0000	48,000.00
3	137.99 / DL	COST NOT COVERED BY GRANT	1.0000	137.99

DELIVERY BY COMMON CARRIER
CONFIRM REMIT ADDRESS IS PO BOX 93308, CHICAGO
IL 60673-3308
COMMITTEE DATE 3/8/22 COUNCIL DATE 3/29/22

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

PURCHASE ORDER

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

PURCHASE ORDER NO.
008530

DATE: 2/24/2022

VENDOR PHONE: (800)733-2383
VENDOR FAX: (369)389-5550
VENDOR #: 10579
VENDOR ADDRESS: STRYKER FLEX FINANCIAL
3800 EAST CENTRE AVE
PORTAGE, MI 49002

SHIP TO: FIRE DEPT
360 W. 2ND ST.
OXNARD, CA 93030

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

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
02/10/2022	0000005934	02/10/2022	ANTONIO CORTEZ
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts		PATRICIA GARCIA

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
		NO BTC RQRD*AM CIVIC CLERK 2022-1799 NSS 21-183 NTE $335,137.99 ONE TIME PURCHASE.		

TOTAL PURCHASE AMOUNT	**$335,137.99**

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

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

AUTHORIZED SIGNATURE. ________________________
John C. Zaragoza, Mayor

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

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	Multiple Accounts		PATRICIA GARCIA

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

Account	Project	Amount
23822218028606	772294	287,000.00
23822218028105	772294	48,000.00
10422088028104	MO2209	137.99

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

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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

COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

CITY OF OXNARD CALIFORNIA

REPORTS
AGENDA ITEM NO. D.2

DATE: March 8, 2022

TO: Community Services, Public Safety, Housing & Development Committee

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

SUBJECT: Amendment to Agreement (8503-18-LI) with Baker & Taylor, LLC. for the Purpose of Purchasing Library Materials. (0/5/5)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that City Council approve and authorize the Mayor to:

1) execute a First Amendment to Agreement 8503-18-LI with Baker & Taylor, LLC in the amount of $380,000 for a total agreement value of $950,000; and
2) extend the term of the Agreement to June 30, 2024, for the purpose of purchasing library materials, cataloging and processing.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/xAtV4kaBW3g

BACKGROUND

This Agreement was first entered into in 2019 for $570,000 with a three-year term (2019-2022). The Agreement covers the purchase of library materials, cataloging, and processing for the Oxnard Public Library system, which includes the Main Library and two additional branches. Each year the Oxnard Public Library adds approximately 10,000 items to its collection.

The types of materials purchased include the following materials, including materials in both English and Spanish:

- Children's Collection: early reader books, easy books, fiction books, nonfiction books, reference books, board books, children's DVD, books on CD;
- Young Adult Collection: fiction books and nonfiction books; and
- Adult Collection: fiction books, nonfiction books, reference books, mystery books, science fiction books, literacy books, early reader books, large print books, professional books, books on CD, DVDs, magazines, newspapers, and music.

The Collection is available to Oxnard residents via the Library catalog and Worldcat.org, a worldwide network of library content. Currently, there are 86,436 registered users.

The proposed amendment will extend the agreement expiration date by two years to June 30, 2024, and increase the agreement amount by $380,000 ($190,000 per fiscal year) for a total agreement value of $950,000. These funds will allow the Oxnard Public Library to continue with the current vendor for the purchasing, cataloging, and processing of library materials.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promote safe neighborhoods, encourage community engagement, and support our residents in their efforts to improve their quality of life.

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The current Agreement with Baker & Taylor, LLC for FY2020-22 (8503-18-LI) is for an amount not to exceed $570,000. Years 1 through 3 were included in each of the approved fiscal years budget for an amount up to $190,000 in the General Fund (101-5403 and 101-5411) per year.

The amendment will increase the value of the agreement by $190,000 in FY2022-23 (Year 4). Funding for year 4 will be included in the recommended FY2022-2023 budget in the General Fund (101-5403 and 101-5411).

The Year 5 amount will be up to $190,000, and will be included in the recommended FY2023-2024 budget in the General Fund (101-5403 and 101-5411).

The amendment for Year 4 and Year 5 combine for a total not-to-exceed amount of $380,000. The new not to exceed value of the agreement will be $950,000.

Account	FY2022-2023 (Year 4)	FY2023-2024 (Year 5)	Total
101-5403-805.81-12	$ 142,500.00	$ 142,500.00	
101-5411-805.81-12	$ 47,500.00	$ 47,500.00	
	$ 190,000.00	$ 190,000.00	$380,000.00

Prepared by: Sofia Kimsey, City Librarian

ATTACHMENTS

1. Baker & Taylor Agreement
2. Baker & Taylor First Amendment (8503-18-LI)
3. Baker & Taylor PowerPoint

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2019

(2) Vendor: Baker & Taylor, LLC

(3) Services: Library Materials, Cataloging, Processing for Books and Audio Visual Services to the Oxnard Public Library

(4) Schedule of Services: This is a Three (3) Year Agreement

(5) Agreement Ending Date: 06/30/2022

(6) Total Agreement Amount: $190,000 per Fiscal Year and Not to Exceed $570,000 in Aggregate

(7) City's Project Manager: Sofia Kimsey, City Librarian

(8) Vendor's Project Manager: Jane Herb, Business Development Manager, Public Libraries

(9) Insurance Coverage: INS-B

(10) Addresses for Notice:

FOR VENDOR:
2550 West Tyvola Road, Suite 300
Charlotte, NC 28217
Attn: Jane Herb, Business Development Manager
Jane.Herb@baker-taylor.com

Lee Ann Queen, Director-Pricing Services
bids@baker-taylor.com

FOR CITY:
251 South A Street
Oxnard, CA 93030
Attn: Sofia Kimsey, City Librarian

(11) Contact Emails:

VENDOR'S PROJECT MANAGER:
jane.herb@baker-taylor.com
Jane Herb, Business Development Manager

CITY'S PROJECT MANAGER:
Sofia.kimsey@oxnard.org
Sofia Kimsey, City Librarian

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☒ Insurance Exhibit (INS-B)
☒ Third Party Cataloging and Record Processing Agreement Exhibit

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Invoices will be generated with each prepared shipment, detailing the contents of the shipment. Payment terms are net 30 days from the date of invoice. Monthly statements provide account balance information, in total.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. Any taxes applicable to purchases made by and invoiced to City or City Library will be the responsibility of the City. Taxes will appear on each invoice; Consultant will collect and remit taxes as appropriate. Alternatively, City may provide direct pay permit information to Consultant prior to purchase.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

9. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

13. Advertising and Publicity. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement for five years from such date.

14. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of three years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least three years after final payment under the Agreement or until an audit, initiated in the three-year period has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead; total costs reimbursed not to exceed $1,500.00. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar

days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all third party claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. City will make best efforts to provide notification to Consultant of any third party claims within five days of City's receipt thereof. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the third party claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 16 shall survive for the period of the applicable statute of limitations for a claim of this nature.

17. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to

maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 18 shall survive the termination of this Agreement for the term of the retention period detailed in the CPRA effective this date (April 15, 2019).

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas;

or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any confidential information disclosed under this Agreement.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement for the term of the retention period detailed in the CPRA effective this date (April 15, 2019).

20. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to

devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Any taxes applicable to purchases made by and invoiced to the City or City Library will be the responsibility of the City. Taxes will appear on each invoice; Consultant will collect and remit taxes as appropriate. Alternatively, City may provide direct pay permit information to Consultant prior to purchase. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable.

21. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience, and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

28. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

29. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

30. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

31. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

32. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

33. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

36. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page and to the email addresses listed in "(10) Addresses for Notice" or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

40. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

Tim Flynn 10/1/19

☒ Tim Flynn, Mayor[1] Date

BAKER & TAYLOR, LLC

Lee Ann Queen 9-16-2019

Lee Ann Queen[2] Date
Director of Pricing Services

Stephanie Kremer 9/16/2019

Stephanie Kremer Date
Director, Pricing Services

ATTEST:

Michelle Ascencion 10/2/19

Michelle Ascencion Date
City Clerk (only if Mayor signs)

APPROVED AS TO FORM:

FIR 9/11/19

Stephen M. Fischer Date
City Attorney (always required)

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

[2] The City requires the following for any contract:

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

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

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD		BAKER & TAYLOR, LLC	
☒ Tim Flynn, Mayor[1]	Date	Lee Ann Queen[2] Director of Pricing Services	Date
		Stephanie Kremer Director, Pricing Services	Date

ATTEST:

Michelle Ascencion City Clerk (only if Mayor signs)	Date

APPROVED AS TO FORM:

FOR Stephen M. Fischer City Attorney (always required)	9/11/19 Date

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

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President <u>and</u> 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.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

☒ Tim Flynn, Mayor[1] Date

BAKER & TAYLOR, LLC

Lee Ann Queen 9-16-2019

Lee Ann Queen[2] Date
Director of Pricing Services

Stephanie Kremer 9/16/2019

Stephanie Kremer Date
Director, Pricing Services

ATTEST:

Michelle Ascencion Date
City Clerk (only if Mayor signs)

APPROVED AS TO FORM:

FOR 9/11/19

Stephen M. Fischer Date
City Attorney (always required)

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

[2] The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

1.0 Vendor shall provide books, CDs and music titles from small and hard to find publishers. The City shall be utilizing Vendor's vast publisher and title database, including but not limited to, a wide variety of low demand and small print run titles from associations and limited edition, prepayment, and non-returnable publishers.

1.1 Vendor shall provide to the City its Enhanced Services Program ("ESP") with access to millions of active book titles representing over 66,000 imprints.

1.2 The Vendor's "ESP" program shall include:

a. Follow-up of all publisher orders, improving the speed of delivery of all titles to the library
b. Provide hundreds of small non-commercial publishers formerly considered apply direct by the book industry
c. Provide reporting capabilities by providing order status reports for 100% of all titles not yet published and by supplying anticipated publication release dates for all out of stock items

1.3 The ESP category includes material where Vendor receives no discount from the publisher or prepayment is required by the publisher or books of small, limited in demand and/or non-commercial publishers. Any publisher which is not in compliance with Vendor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will be invoiced at list price.

1.4 If the City is concerned about purchasing these types of titles, Vendor's Title Source 360™ for Windows can assist the librarian in researching a particular item's category and format. Surcharge titles will appear with a Y or Q in the discount code field. Additionally, you may contact your Customer Service representative or Information Services via phone, fax, or email (btinfo@baker-taylor.com) to determine surcharge titles before placing an order.

2.0 Category Definitions

Vendor shall provide products to the City at a discounted rate which is located in the Rates and Costs Exhibit 3.0 Discount Terms and Conditions of Sale.

2.1 **Adult Trade Hardcover Editions (0, C)** (may include some spoken word audio materials)
High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses).

2.2 **Juvenile Trade Hardcover Editions (J)**
High demand, juvenile materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses).

2.3 Adult Quality Paperback Editions (B, C)
High demand paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses).

2.4 Juvenile Quality Paperback Editions (G)
High demand, juvenile paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses).

2.5 Mass Market Paperback Editions (P)
A standard rack size paperback typically found in bookstores or other retail outlets

2.6 Single Edition Reinforced (R)
A high quality binding designed to provide a long shelf life in a heavy use environment. Although the binding is fanned and glued it may not be sewn, which is typically found in the publisher library edition. Subject content can include both fictional and non-fiction works appealing to juveniles as well as adults. These bindings are identified by the publisher to Vendor.

2.7 Publisher Library Editions (Z)
Fiction as well as non-fiction materials appealing to both juveniles and adults, designed with the rugged durability required of the environment typically found in a library setting. Publisher Library Editions are traditionally of the highest quality, usually fanned, sewn and glued to provide the greatest possible shelf life of any binding. These bindings are identified by the publisher to Vendor.

2.8 University Press Trade Editions (A) (may include some spoken word audio materials)
This category would include any University Press Trade Editions, both adult and juvenile, and are subject to publisher reclassification.

2.9 Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (S, X, N, L, M, V, T, U, W, Letter O, 1, 4, 5, 6, 7, 8)
Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles (excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Vendor, and publishers whose titles have limited sales volume based upon a semi-annual review. It includes individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of Vendor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile, may be of any binding and may include some spoken word audio materials.

2.10 Imported English and Non-English Language Editions (F,K,3)
Titles produced and distributed outside of the domestic US. These titles may be of any binding type and represent various publishers.

2.11 Enhanced Service Program Titles (Y/Q)

This category includes materials where Vendor receives no discount from the publisher, or prepayment is required by the publisher, or publishers which have restrictions on returns, or books of small or non-commercial publishers with limited sales volume based upon a semi-annual review. Any publisher which is not in compliance with Vendor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will receive no discount and are subject to a service charge.

2.12 Spoken Word Audio (H)

Materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction.

2.13 Board Books (I)

Durable materials from widely distributed domestic publishers designed for young children; pages are manufactured of heavy gauge cardboard to prevent tearing. These editions typically feature few pages, simple themes and colorful illustrations or photographs.

2.14 Novelty Items/Activity Books (I)

Specially packaged gift set or novelty item related to a book product or attached as an accessory to a book product. These items would include a book with toy, rag books, washable cloth books, books with accessories or kits, electronic sound books, sticker books, tracing books or coloring books. This category also includes any non-book merchandise such as model kits, hobby kits, flash cards or jigsaw puzzles.

2.15 Special Programs (D and E as indicated in the Discount Terms and Conditions of Sale)

Programs, formats, or editions offered only by Vendor or not included in any other category. These programs include but may not be limited to PawPrints and Turtleback editions.

3.0 Ordering System

The Vendor shall waive all costs associated with the ordering system. Al logins will be provided to staff for ordering purposes at no additional cost.

4.0 Freight

The Vendor shall waive all costs for freight/shipping.

5.0 Definitions

a. Publisher's list price is subject to change without notice.

b. Except where otherwise noted, book discounts are applied to current publisher's list price at the time of shipment.

c. Vendor reserves the sole right to be the final determinant of product categories, category definitions and price indicators. The discounts vary based on this determination.

d. Titles are categorized by Vendor for pricing purposes by considering the binding, general marketing categories, demand for certain titles, preferred stock status, cost of acquisition, cost of distribution, and the size or type of publisher, as well as factors related to relationships with publishers such as shipping terms, payment terms, publisher's discount, return-ability to publishers and other factors.

e. Product categories, category definitions and price indicators are subject to change at Vendor's sole discretion, without notice, based upon the above-described factors for categorizing titles.

f. For domestic titles where no publisher list price is assigned by the publisher, Vendor will assign such titles a price in its electronic catalog which is based upon Vendor's estimate of market conditions.

g. For imported titles where no publisher list price is assigned by the publisher for the U.S. market, Vendor will assign such titles a U.S. dollar price in its electronic catalog which is based upon Vendor's estimate of market conditions.

h. For PawPrints editions, Vendor will assign such titles a price in its electronic catalog which is based upon Vendor's estimate of market conditions.

i. Titles of limited demand or from small or specialty publishers generally are included in Product Category IX or Product Category XI (from Rates and Costs Exhibit 3.0, Discount Terms and Conditions of Sale). The discount terms and conditions listed do not apply to Vendor's Continuation Services or Approval Programs. Vendor provides an invoice that identifies the publisher's current list price, the discount offered, and the exact price charged for each title ordered.

j. Shelf ready material: Materials received from Vendor that come with catalog records and accurate specification driven physical processing already in place.

k. Unit: In the case of CDs and DVDs a unit is a single or double music CD or DVD.

RATES AND COSTS EXHIBIT

1.0 Print Material

The following pricing for print and spoken word material. Should the library require additional services in collection development, cataloging, processing, reporting, storage, or shipment, Vendor may adjust pricing accordingly. If the library system cannot be accessed via the Vendor's Z39.50 methodology, then the City and Vendor shall discuss alternative methodologies for system and shelf ready material.

1.1 Print Ongoing Collection Services $3.85/unit

Includes:

a. Adaptive and copy cataloging with CIP upgrades where needed, utilizing Z39.50 protocol
b. Item Linking
c. Project Management Support
d. Barcode

e. Property Stamp
f. Spine Label
g. Reference Labels: New, Large Print, Language, Genre
h. Link and Affix Vendor Supplied RFID
i. Affix Library Supplied Theft Strip

1.2 Spoken Word Audio Ongoing Collection Services $4.85/unit

Includes:

a. Adaptive and copy cataloging with CIP upgrades where needed, utilizing Z39.50 protocol
b. Item Linking
c. Project Management Support
d. Repackage Spoken Word Item When Applicable into Standard Case
e. Barcode
f. Property Label
g. Number of Discs Label
h. Hub Label (with Hand Written Barcode)
i. Spine Label
j. Link and Affix Vendor Supplied RFID
k. Affix Library Supplied Theft Strip

Labels e/f/g/i will be embedded in scanned artwork via Digital Media Processing (DMP). Due to supplier restriction, DMP is not available for Blackstone Audio editions.

1.3 Additional Services at the library's request:

a. Juvenile kits cataloging and processing (additional) $2.25/unit
b. Laminate Paperback Covers (Additional) $1.99/unit
c. Original Cataloging $10.00/title

1.4 Vendor currently works with most RFID systems.

Vendor's tags operate at 13.56MHz, and are re-writeable, and fully compliant with ISO15693. If after compatibility testing, Vendor does not have the current software/hardware in place for the system chosen by the library, Vendor reserves the option to revise this pricing. In these instances customers should supply Vendor un-programmed RFID tags.

1.5 For those records where cataloging is not available in the library's database or vendor's cataloging utility, vendor will provide an original cataloging record for $10.00/title. Titles requiring original cataloging will be priced separately at $10.00/title for the first copy of every title ordered. If multiple copies of a title are ordered, the $10.00 charge will only apply once, however, the comprehensive cataloging and processing charge will apply to each unit including the initial unit that receives the $10.00 charge.

2.0 A/V MATERIAL

Pricing is subject to change based on specifications or case changes. If the library requires alternate processing or cataloging requirements, it is at the discretion of the Vendor to adjust pricing accordingly.

A/V CATALOGING AND PROCESSING

2.1 MUSIC CD **$5.85/unit***

Includes:

a. Adaptive and copy cataloging utilizing z39.50 protocol
b. Item linking
c. Project management support
d. Repackage cd from cardboard container into standard case
e. Barcode
f. Property label
g. Number of discs label
h. Hub label (with hand written barcode)
i. Spine label
j. Link and affix vendor supplied RFID
k. Affix Library Supplied theft strip

Labels e/f/g/i will be embedded in scanned artwork via Digital Media Processing

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2.2 DVD/BLU-RAY **$5.85/UNIT***

Includes:

a. Adaptive and copy cataloging utilizing z39.50 protocol
b. Item linking
c. Project management support
d. Repackage DVD/Blu-Ray from cardboard container into standard case
e. Barcode
f. Property label
g. Number of discs label
h. Hub label (with hand written barcode)
i. Spine label
j. Link and affix vendor supplied RFID
k. Affix Library Supplied theft strip

Labels e/f/g/i will be embedded in scanned artwork via Digital Media Processing

Regarding 2.1 and 2.2

Titles requiring original cataloging will be priced separately at $10.00/title. The comprehensive cataloging and processing charge will apply to each unit, including the initial unit that receives the $10.00 charge.

AV cataloging and processing prices for CDs and DVDs are for both single and multiple disc releases.

Media Type	Price Range	Discount off Current Producer's List Price
DVD/Blu-Ray	Any Price	29.0%*
Music CD	Any Price	27.0%*

List prices used for calculating discounts are manufacturers' current, suggested list prices, where available. Where no list price is supplied by the manufacturer, a list price will be assigned by Vendor.

*AV titles with minimal discount or supplier restrictions or titles from small, specialty vendors will be invoiced at Manufacturer's Suggested Retail Price.

RATES AND COSTS EXHIBIT

3.0 DISCOUNT TERMS AND CONDITIONS OF SALE

The pricing grid below provides discounts for each product category offered by Vendor.

Product Category	Category Definition (a)	Price Indicator	Discount
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio)	0 - (zero) (Hardcover Trade Editions) C - (Hardcover Computer Books)	46.5 %
II.	Juvenile Trade Hardcover Editions • (Popular Fiction & Non-Fiction)	J	46.5 %
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	B - (Paperback Trade Editions) C - (Paperback Computer Books)	40.0 %
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	G	40.0 %
V.	Mass Market Paperback Editions	P	40.0 %
VI.	Single Edition Reinforced (Juvenile)	R	21.0 %
VII.	Publisher's Library Edition (Juvenile)	Z	21.0 %
VIII.	University Press Trade Editions (may be of any binding and include some spoken word audio)	A	10.0 %
IX.	Text, Technical, Reference, Professional Medical, Small Press, some University Press titles (excluding University Press Trade Editions) and/or Titles of Limited Demand (may be of any binding and include some spoken word audio)	S/X/N - (Text, Technical, or Reference Editions) L - (Hardcover Editions from Small Press and Hardcover Titles of Limited Demand—primarily Adult) 7 - (Hardcover Titles of Limited Demand—primarily Juvenile) M - (Paperback Editions from Small Press and Paperback Titles of Limited Demand—primarily Adult) 1 - (Paperback Titles of Limited Demand—primarily Juvenile) T/U/V/W/4/Letter O - (Specialty Textbooks) 5/6/8 - (Professional Medical Titles)	S = 5.0 % X = 5.0 % N = 0.0 %(b) L = 5.0 % (c)(d) 7 = 21.0 % (d) M = 5.0 % (c)(d) 1 = 21.0 % (d) T = 0.0 % U = 10.0 % V = 5.0 % W = 0.0 % 4 = 5.0 % Letter O = 5.0 % 5 = 0.0 % 6 = 5.0 % 8 = 5.0 %
X.	Imported English and Non-English Language Editions	F/K/3	F = 0.0 % K = 0.0 % 3 = 0.0 %
XI.	Enhanced Service Program	Y / Q	0.0 % (e)
XII.	Spoken Word Audio	H	45.0%
XIII.	Board Books	I	21.0 %
XIV.	Novelty Items/Activity Books	I	21.0 %
XV.	Special Programs, such as: - PawPrints Editions - Turtleback Editions - Playaway Audio Editions	D E All Playaway Audio editions	D = 0.0 % E = 21.0 % 0.0 %

a. For full category definitions, which are attached hereto and incorporated herein by reference. Materials produced for Text Stream print-on-demand services may fall into any category.

b. Titles which receive minimal publisher discount will be invoiced at publisher's list price.

c. Represents publishers with limited sales volume, based upon a semi-annual review. These titles may be of any binding type or publisher of origin.

d. Represents individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). These titles may be of any binding type or publisher of origin.

e. Titles where Vendor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price.

INSURANCE EXHIBIT
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 each occurrence/$2,000,000 aggregate limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form HG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

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

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. ______________
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY	SAMPLE			COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER**					

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

CERTIFICATE HOLDER **CITY OF OXNARD** **Attn: Insurance Compliance** **Reference No._______** **P.O. Box 100085 – OX** **Duluth, GA 30096** **Via Email: cityofoxnard@ebix.com** **Via Fax: 678-259-1007**	**CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ ______ with an Aggregate of $______ coverage. ☐ Per Occurrence

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date ______________
☐ Occurrence

OTHER PROVISIONS

COVERAGES

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ ______________		
☐ ______________		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: ______________
Address: ______________
____
Telephone: ( ) ______________

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No.______
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ______________

I ______________ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature ______________
(original signature required)

Telephone: ( ) Date Signed ______________

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ ____________ with an Aggregate of $__________ applies to ____________ coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ ______________ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: ____________

Address:__

____

Telephone: ()____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No.________
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ____________

I ______________________ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature ______________________

(original signature required)

Telephone: ( ) Date Signed ____________

AGREEMENT NO. 8503-18-L

OCLC20041020

THIRD PARTY CATALOGING AND RECORD PROCESSING AGREEMENT EXHIBIT

This agreement ("Agreement"), effective as of the last date signed below, by and between Oxnard Public Library, a not-for-profit institution organized and existing under the laws of the State of CA, hereinafter referred to as "Library", and Baker & Taylor, LLC, a corporation organized and existing under the laws of the State of DE, hereinafter referred to as "Vendor."

WHEREAS, Library and Vendor have contracted with each other, prior to or at the same time as this Agreement, for cataloging and other record processing services by Vendor to Library. Library has made, or will make, available to Vendor copies of bibliographic data, library holdings and other information derived from the online database of such information maintained by OCLC Online Computer Library Center, Inc. (such database hereinafter referred to as "WorldCat®" and such bibliographic data, library holdings and other information hereinafter referred to as "OCLC-Derived Records"); and

WHEREAS, in order for Library to continue making OCLC-Derived Records available to Vendor, it is necessary that Vendor provide assurances concerning its use of such OCLC-Derived Records; and

WHEREAS, in order for Vendor to perform online cataloging services for the Library, it is necessary that Vendor provides assurances concerning its use of WorldCat.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, Library and Vendor agree as follows:

1. All present, executory contracts between Library and Vendor will be deemed amended to include the terms of this Agreement, and all future contracts between them, which are executed while this Agreement remains in effect, will be deemed to include such terms (referred to herein as "Contracts").
2. Vendor will make no copies and no use of the OCLC-Derived Records except as necessary to carry out the Contracts, and acknowledges that delivery of the OCLC-Derived Records to Vendor does not represent a transfer of ownership of the records or any copies thereof.
3. Vendor agrees that it will not transfer or otherwise make available OCLC-Derived Records or copies thereof or derivative works made therefrom to any other party, and will promptly return to Library, at its request, all OCLC-Derived Records received in connection with each Contract, upon completion thereof, and all copies of such Records.
4. Vendor's use of WorldCat will be for the exclusive purpose of providing cataloging services to the Library as agreed to herein. Vendor agrees that it will not download or export any records from WorldCat except as to fulfill its duties to the Library. Any other use is strictly prohibited. In the event that OCLC Online Computer Library Center, Inc. ("OCLC") is made aware that Vendor is using WorldCat for any purpose other than as authorized by this Agreement, OCLC shall have the right to immediately suspend Vendor's access to WorldCat. At OCLC's request, Library will terminate this Agreement immediately upon knowledge that Vendor has used WorldCat for any purpose other than as authorized by this Agreement.
5. Library hereby grants to OCLC, other OCLC Governing Members, Members, Participant, users and OCLC designees an irrevocable, nonexclusive, royalty-free, sublicenseable, world-wide right to copy, display, publish, prepare derivative works from, distribute and use all bibliographic records, holdings and other information supplied to OCLC during the term of this Agreement by Library or any Governing Member, Member or other entity acting on its behalf, under any copyright, patent, secrecy or other proprietary right therein owned or controlled by Library.
6. This Agreement is terminable by either party at any time, with or without cause, by thirty (30) days prior written notices sent by prepaid certified first-class mail, with return receipt requested, to:

   Oxnard Public Library (Library)
   251 South A Street
   Oxnard, CA 93030
   Attention: Sofia Kimsey, City Librarian

   OCLC Online Computer Library Center, Inc.
   6565 Kilgour Place
   Dublin, Ohio 43017
   Attention: WorldCat Quality Management Division
   With copy to General Counsel

   Baker & Taylor, LLC (Vendor
   2550 West Tyvola Road, Suite 300
   Charlotte, NC 28217
   Attention: Pricing Services

   Such addresses may be changed by any party by written notice to the other party sent by prepaid certified first-class mail, with return receipt requested, to the addresses above. All notices given in accordance with this Section 6 shall be deemed given on the date of proper deposit in the U.S. mail.
7. It is agreed that OCLC is intended to be a third party beneficiary of this Agreement.
8. Vendor's obligations under this Agreement, as they affect any Contract, which has become effective prior to the termination hereof, shall survive any such termination.
9. This Agreement is the final, complete and exclusive statement of the agreement between Library and Vendor with respect to the subject matter hereof, and may not be terminated (other than as provided in Section 6 above), amended or canceled except by a writing signed by both parties hereto and, as a condition precedent to the effectiveness thereof, with a copy thereof furnished by Library to OCLC by the same means and at the same address as provided in Section 6 above. No waiver of any provision of this Agreement or of any right hereunder shall be deemed a further waiver of such provision or right, or a waiver of any other provision or right hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

Vendor:	Baker & Taylor, LLC	Library:	Oxnard Public Library
By:	Lee Ann Queen Lee Ann Queen	By:	[signature]
Title:	Director - Pricing Services	Title:	Lisa Boerner, Purchasing Manager
Date:	9-16-2019	Date:	9-24-19

Library OCLC Holding Symbol: JRN

FIRST AMENDMENT TO PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of July, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Baker & Taylor, LLC ("Vendor"). This First Amendment amends the Agreement entered into on July 1, 2019, by City and Vendor.

City and Vendor agree as follows:

1. The date in Section 5 of the Cover Page of the Agreement is hereby amended to "June 30, 2024."

2. The total agreement amount in Section 6 of the Cover Page "not to exceed $570,000.00" is deleted and replaced with "not to exceed $950,000.00."

3. Section 4 of the Cover Page is deleted in its entirety and replaced with "Schedule of Services: This is a Five (5) Year Agreement"

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

[Signatures on next page]

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

CITY OF OXNARD **BAKER & TAYLOR, LLC**

______________________ ____________ ____________________________ ____________

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ ___________, Buyer

Lee Ann Queen[2] Date
Director of Pricing Services

____________________________ ____________

Stephanie Kremer Date
Director, Pricing Services

ATTEST:

______________________ ____________

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

______________________ ____________

Stephen M. Fischer Date
City Attorney (always required)

1

2

First Amendment to Agreement No. 8503-18-LI with Baker & Taylor, LLC for the Purchasing, Cataloging, and Processing of Library Materials

Community Services Committee
Renee Rakestraw
March 8, 2022

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

- That the Community Services Committee recommend that the City Council approve and authorize the Mayor to execute an amendment to the agreement (8503-18-LI) with Baker & Taylor, LLC for the purpose of purchasing library materials, cataloging, and processing to:

  1. Increase the agreement amount up to $380,000 resulting in a total amount of $950,000; and
  2. Extend the expiration date for two years to June 30, 2024.

BACKGROUND

- This agreement is for the purchase of library materials, cataloging, and processing
- Each year the Oxnard Public Library adds approximately 10,000 items to its Collection
- The Collection is available to Oxnard residents via the Library catalog and Worldcat.org
- Currently, there are 86,436 registered users

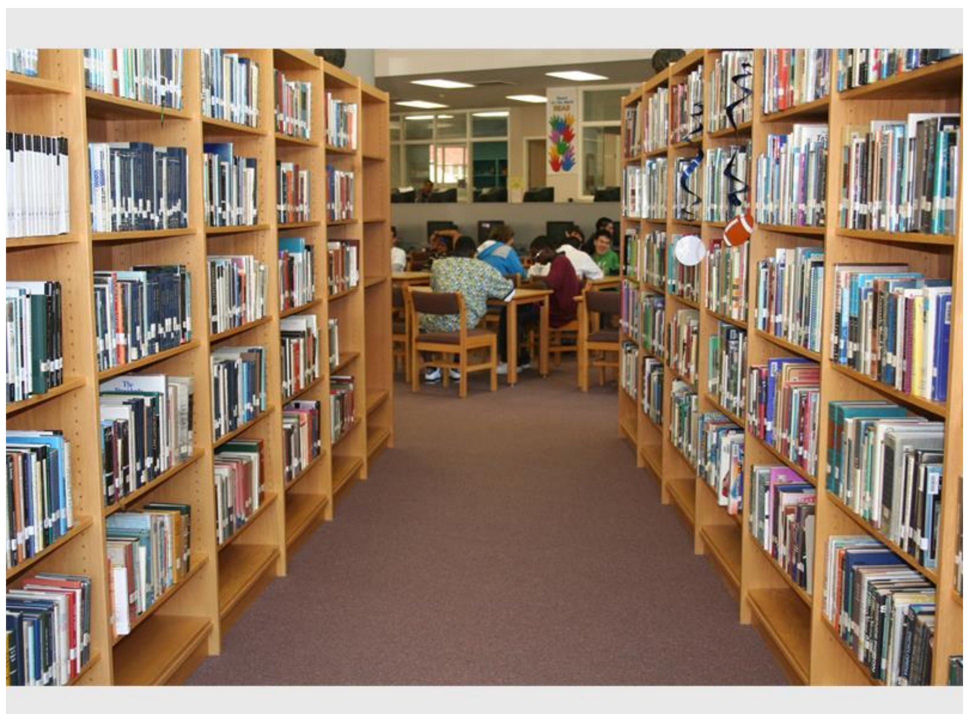
BACKGROUND (CON'T)

The types of materials purchased include:

- Children's Collection: early reader books, easy books, fiction books, nonfiction books, reference books, board books, children's DVD, books on CD, Spanish children's fiction books, Spanish children's nonfiction books;
- Young Adult Collection: fiction books, nonfiction books, novels, Spanish books; and

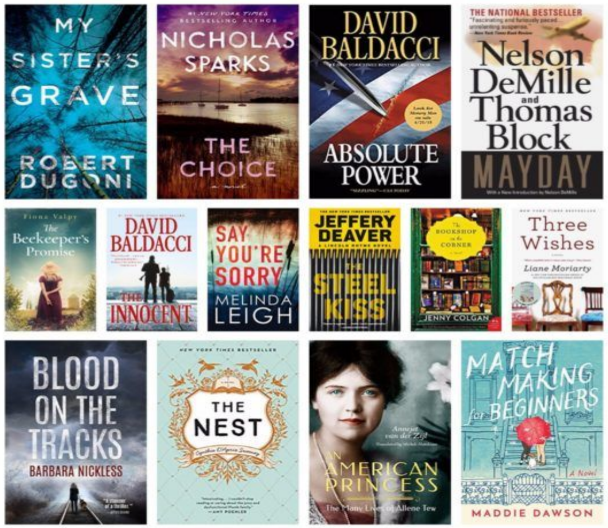
BACKGROUND (CON'T)

- Adult Collection: fiction books, nonfiction books, reference books, mystery books, science fiction books, English and Spanish books on CD, English and Spanish DVD, adult books on CD, literacy books, Spanish fiction books, Spanish nonfiction books, early reader books, large print books, professional books, Spanish DVD, Spanish easy books, Spanish early reader, magazines, newspaper, music



Benefits

- Discounts for volume purchases
- Added value: cataloging and processing
- New materials are available on publishing release dates
- Discoverability to patrons is accurate with instantaneous cataloging records available online



FINANCIAL IMPACT

- The approved agreement with Baker & Taylor, LLC for FY 2020-22 (8503-18-LI) is for an amount not to exceed $570,000
    - Years 1-3 were included in the approved fiscal year budgets for an amount up to $190,000 per year in the General Fund (101-5403 and 101-5411).

FINANCIAL IMPACT (CON'T)

- The amendment will include funding for FY 2022-23 (Year 4) and FY 2023-2024 (Year 5).

    - Year 4 will be included in the recommended FY 2022-2023 budget in the General Fund (101-5403 and 101-5411) up to $190,000.
    - Year 5 will be up to $190,000, and will be included in the recommended FY 2023-24 budget in the General Fund (101-5403 and 101-5411).

- The amendment will increase the agreement total by an amount not-to-exceed $380,000. The new agreement value shall be $950,000.

FINANCIAL IMPACT (CON'T)

Distribution of funds will be reflected in the following accounts:

Account	FY2022-2023 (Year 4)	FY2023-2024 (Year 5)	Total
101-5403-805.81-12	$ 142,500.00	$ 142,500.00	
101-5411-805.81-12	$ 47,500.00	$ 47,500.00	
	$ 190,000.00	$ 190,000.00	$380,000.00

Questions

COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

CITY OF OXNARD CALIFORNIA

REPORTS
AGENDA ITEM NO. D.3

DATE: March 8, 2022

TO: Community Services, Public Safety, Housing & Development Committee

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

SUBJECT: Participation in the Essential Middle-Income Housing Program for the Arbors at Parc Rose, 1500 Tulipan. (0/10/10)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council support:

1. Executing a joint exercise of powers agreement relating to the California Statewide Communities Development Authority (CSCDA) Community Improvement Authority (the Authority) issuing bonds for the preservation and protection of middle-income rental housing ("Essential Middle-Income Housing Program");

2. CSCDA's issuance of bond pursuant to the Essential Middle-Income Housing Program; and

3. Entering into a Public Benefit Agreement, that includes annual host fee revenue that would likely offset the loss of City property tax revenues during the term of the agreement.

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

BACKGROUND

THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (CSCDA) ESSENTIAL MIDDLE INCOME HOUSING PROGRAM

CSCDA's Essential Middle-Income Housing Program is a financing model that intends on closing the "missing middle" income gap where a household may not qualify on the open market but whose income may be too high to qualify for low income restricted housing. The Essential Middle-Income Housing Program posits that middle-income households who cannot afford the former and do not qualify for the latter are excluded from the potential of housing.

Through the Essential Middle Income Program, the CSCDA issues government bonds to acquire market-rate apartment buildings. These properties are then converted to income and rent-restricted units for middle income households, which are generally households earning between 60% and 120% of area median income. No existing tenants would be displaced in connection with the acquisition of these properties, however as tenants move out their units would become income restricted.

When a property is acquired with financing from the Essential Middle Income Housing Program, the City in which the project is located is required to be part of the Joint Powers Authority and execute a Public Benefit Agreement (PBA). The basic required terms of the PBA include that all units become affordable at levels of 120% of area median income, and that the City, at its sole discretion, may force a sale of the property between the fifteenth and thirtieth year of the term of the issued government bonds, whereby the City, along with certain other taxing agencies (including the County and School District), would receive a portion of the net sale proceeds.

THE PROJECT SITE

Standard Communities and Fairing, co-developers and owners, propose to acquire the Arbors at Parc Rose, 1500 Tulipan Circle within the Northeast Community Specific Plan and within Greenbelt Landscape Maintenance District 43, under the Authority's Essential Middle Income Housing Program The existing development includes 373 units with a mix of one-, two- and three-bedroom townhome-style apartment homes. The apartment amenities include in-unit laundry, dishwashers, central air and patios and balconies. The available community amenities include a clubhouse, game room, fitness center, playground, and spa. The Arbors at Parc Rose original development opted out of the local inclusionary housing ordinance by paying the in-lieu fee; meaning there currently are not any affordable or deed restricted units within the development. The current one bedroom market rent is estimated to be $2,400.

Under the basic program requirements, the 373 units must become affordable to persons earning less than 120% of the area median income adjusted for family size where the four-person household median income is $98,800.

The proposal will offer a mixture of units at varied income levels from very-low to moderate income levels or from fifty-percent to 120%.

PUBLIC BENEFIT AGREEMENT

The City of Oxnard, along with most of California, has experienced an exponential increase in housing rental costs, which has substantially outpaced the growth in income. Thus, the need for affordable housing continues to grow. However, that growth is not only in the number of units needed but the level of affordability. While a need for very-low and low-income affordable housing is substantial and expanding, the need for affordable housing at higher income levels is also starting to be needed.
The Essential Middle Income Housing Program provides for housing at the higher income levels, but also, in this case staff and the project sponsors developed a Public Benefit Agreement, to include the following elements:

A. 4% rent cap

B. A Host City Charge of $190,00 annually, with a 2% escalator for the term of the bonds to offset the loss in property tax for the project site since it will be owned by a non-profit

C. The City of Oxnard, at its sole discretion, may force a sale of the property between Year 15 and Year 30 of the bonds, and the City of Oxnard, along with certain other taxing agencies (including the County and School District) would receive a portion of the net sale proceeds

D. 5% of the units affordable to households below 50% of the area median income with a one bedroom rent of $1,308

E. 33% of the units affordable to households below 80% of the area median income with a one bedroom rent of $2,093

F. 33% of the units affordable to households below 100% of the area median income with a one bedroom rent of $2,300

G. 28% of the units affordable to households below 120% of the area median income with a one bedroom rent of $2,350

THE PROPOSED PROJECT SPONSORS

The CSCDA Community Improvement Authority, a bond financing agency, is working with Faring, a developer, and Standard Communities,a developer, to finance the acquisition, construction and improvement of the Arbors at Parc Rose to create essential middle-income housing.

The California Statewide Communities Development Authority is a joint powers authority founded and sponsored by the League of California Cities and the California State Association of Counties. The CSCDA was created in 1988 to enable local government and eligible private entities access to low-cost, tax-exempt financing for projects that provide a tangible public benefit, contribute to social and economic growth and improve the overall quality of life in local communities throughout California. The CSCDA comprises more than 530 cities, counties and special districts, including the City of Oxnard, which has been a member since 1995, and has regularly utilized multiple California Statewide Communities Development Authority financing programs.

The CSCDA has issued more than $65 billion through 1,600 plus transactions across its diverse public benefit financing programs and helps local governments build community infrastructure, provide affordable housing, create jobs, and make access available to quality healthcare.

The CSCDA Community Improvement Authority, an affiliate joint powers authority, was created to enable CSCDA to continue to broaden its program offerings by being able to acquire public benefit oriented capital projects through the issuance of tax-exempt governmental purpose bonds.

Faring's, a proposed co-developer and owner, identifies twenty-two developments in its portfolio and boasts itself as a progressive real estate firm based in West Hollywood. Their neighborhood-first approach creates beautiful structures that engage and contribute to the surroundings. Faring's commitment to exceptional architecture and community-building guides their practice.

Standard Communities, a proposed co-developer and owner, was founded to create, preserve, and improve workforce housing nationwide. They are committed to investing in communities, both physical and social, to improve the quality of life and provide residents with stability and opportunities for upward mobility. Standard Communities works to ensure that high-quality housing, in communities that help residents achieve success, is accessible to those who need it most. Standard Communities has preserved more than 13,000 affordable units.

NEXT STEPS

If the Council Committee supports the recommended action, staff will draft and present the following documents for approval to City Council on March 29, 2022:
1) A Resolution approving, authorizing and directing execution of a joint exercise of powers agreement, and approval the issuance of revenue bonds, and
2) A Public Benefit Agreement; and
3) A Regulatory Agreement and Declaration of Restrictive Covenants

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

Typically, if a property is purchased by the Authority or a non-profit or public entity, the property is exempt from paying property taxes, resulting in a loss of revenue, in the form of property tax, to the City. However, in the proposed Public Benefits Agreement, the Authority is providing a Host City Charge which includes a 2% annual escalation that will offset the loss of property tax revenues from the property acquisition during the term of the Public Benefit Agreement.

Under the terms of the public benefit agreement, if a property generates surplus cash flow through the proceeds of the sale of a property, the City could receive a portion of the surplus revenue, which could exceed any loss of property tax revenue.

The CSCDA Community Improvement Authority is a public entity separate and apart from its members, and any debts, liabilities, and obligations incurred by the CSCDA Community Improvement Authority will not constitute debts, liabilities, or obligations of its member agencies. Bonds issued for any particular project will be indebtedness solely of the CSCDA Community Improvement Authority, and payable only from revenues of the project. No financial expenditures, liabilities, or obligations are created by joining the CSCDA Community Improvement Authority or executing any public benefit agreement.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. PowerPoint Presentation

THE ARBORS AT PARC ROSE

Emilio Ramirez, Director
Housing Department
Community Services, Public Safety, Housing and Development Committee
March 8, 2022

The Arbors at Parc Rose

The Essential Middle Income Rental Housing Program

The Essential Middle Income Housing Program provides for housing at the higher income levels, but also, in this case staff and the project partners developed a Public Benefit Agreement, to include the following elements:

1. 4% rent cap
2. A Host City Charge of $190,00 annually, with a 2% escalator for the term of the bonds to offset the loss in property tax for the project site since it will be owned by a non-profit.
3. The City of Oxnard, at its sole discretion, may force a sale of the property between Year 15 and Year 30 of the bonds, and the City of Oxnard, along with certain other taxing agencies (including the County and School District) would receive a portion of the net sale proceeds.
4. 5% of the units affordable to households below 50% of the area median income with a one bedroom rent of $1,308
5. 33% of the units affordable to households below 80% of the area median income with a one bedroom rent of $2,093
6. 33% of the units affordable to households below 100% of the area median income with a one bedroom rent of $2,300
7. 28% of the units affordable to households below 120% of the area median income with a one bedroom rent of $2,350

Project Sponsors

CSCDA

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

Faring.

STANDARD COMMUNITIES

Fiscal Impact

1. Typically, if a property is purchased by the Authority or a non-profit or public entity, the property is exempt from paying property taxes, resulting in a loss of revenue, in the form of property tax, to the City. However, in the proposed Public Benefits Agreement, the Authority is providing a Host City Charge which includes a 2% annual escalation that will offset the loss of property tax revenues from the property acquisition during the term of the Public Benefit Agreement.

2. Under the terms of the public benefit agreement, if a property generates surplus cash flow through the proceeds of the sale of a property, the City could receive a portion of the surplus revenue, which could exceed any loss of property tax revenue.

3. The CSCDA Community Improvement Authority is a public entity separate and apart from its members, and any debts, liabilities, and obligations incurred by the CSCDA Community Improvement Authority will not constitute debts, liabilities, or obligations of its member agencies. Bonds issued for any particular project will be indebtedness solely of the CSCDA Community Improvement Authority, and payable only from revenues of the project. No financial expenditures, liabilities, or obligations are created by joining the CSCDA Community Improvement Authority or executing any public benefit agreement.

Recommendation

That the Community Services, Public Safety, Housing & Economic Development Committee recommend that the City Council support:

1. Executing a joint exercise of powers agreement relating to the California Statewide Communities Development Authority (CSCDA) Community Improvement Authority (the Authority) issuing bonds for the preservation and protection of middle-income rental housing ("Essential Middle-Income Housing Program");

2. CSCDA's issuance of bond pursuant to the Essential Middle-Income Housing Program; and

3. Entering into a Public Benefit Agreement, that includes annual host fee revenue that would likely offset the loss of City property tax revenues during the term of the agreement.

CITY OF OXNARD CALIFORNIA

QUESTIONS?

COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.4

DATE: March 8, 2022

TO: Community Services, Public Safety, Housing & Development Committee

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

SUBJECT: Participation in the Middle-Income Housing Program for The Vines at Riverpark, 3040 Oxnard Blvd. (0/10/10)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council support:

1. Entering into a joint exercise of powers agreement relating to the California Municipal Finance Authority ("CMFA") Special Finance Agency issuing bonds for the preservation and protection of middle-income rental housing ("Middle-Income Housing Program");

2. CMFA Special Finance Agency's issuance of bonds for the preservation and protection of middle-income housing pursuant to the Middle-Income Housing Program; and

3. Entering into a Public Benefit Agreement that includes annual host fee revenue that would likely offset the loss of City property tax revenues during the term of the agreement.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/XFLUjy-DO4Q

BACKGROUND

THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY (CMFA) MIDDLE INCOME HOUSING PROGRAM

CMFA's Middle-Income Housing Program is a financing model that intends on closing the "missing middle" income gap where a household may not qualify on the open market but whose income may be too high to qualify for low income restricted housing. The Middle-Income Housing Program posits that middle-income households who cannot afford the former and do not qualify for the latter are excluded from the potential of housing.

Through the Middle Income Program, the CMFA issues government bonds to acquire market-rate apartment buildings. These properties are then converted to income and rent-restricted units for middle income households, which are generally households earning between 60% and 120% of area median income. No existing tenants would be displaced in connection with the acquisition of these properties, however as tenants move out their units would become income restricted.

When a property is acquired with financing from the Middle Income Housing Program, the City in which the project is located is required to be part of the Joint Powers Authority and execute a Public Benefit Agreement (PBA). The basic required terms of the PBA include that all units become affordable at levels of 120% of area median income, and that the City, at its sole discretion, may force a sale of the property between the fifteenth and thirtieth year of the term of the issued government bonds, whereby the City, along with certain other taxing agencies (including the County and School District), would receive a portion of the net sale proceeds.

THE PROJECT SITE

HomeFed and Many Mansions, co-developers and owners, propose to acquire the Vines at Riverpark, 3040 North Oxnard Boulevard within the Riverpark Specific Plan and within Riverpark CFD-5, under the CMFA's Middle Income Housing Program. The existing development includes 164 units with a mix of two- and three-bedroom townhome-style apartment homes with attached two-car garages. The apartment amenities include playgrounds, barbecue and picnic areas, basketball and tennis courts and a water fountain. The Vines at Riverpark are subject to the local inclusionary housing order thus ten percent of the units are currently required to be affordable to low-income households. The current one bedroom market rent is estimated to be $2,400.

Under the basic program requirements the unrestricted 145 units must become affordable to persons earning less than 120% of the area median income adjusted for family size where the four person household median income is $98,800.

The proposal will offer a mixture of units at varied income levels from very-low to moderate income levels or from fifty-percent to 120%.

PUBLIC BENEFIT AGREEMENT

The City of Oxnard, along with most of California, has experienced an exponential increase in housing rental costs, which has substantially outpaced the growth in income. Thus, the need for affordable housing continues to grow. However, that growth is not only in the number of units needed but the level of affordability. While a need for very-low and low-income affordable housing is substantial and expanding, the need for affordable housing at higher income levels is also starting to be needed.
The Middle Income Housing Program provides for housing at the higher income levels, but also, in this case staff and the project sponsors developed a Public Benefit Agreement, to include the following elements:

A. 4% rent cap

B. A Host City Charge of $108,000 annually, with a 2% escalator for the term of the bonds to offset the loss in property tax for the project site since it will be owned by a non-profit

C. The City of Oxnard, at its sole discretion, may force a sale of the property between Year 15 and Year 30 of the bonds, and the City of Oxnard, along with certain other taxing agencies (including the County and School District) would receive a portion of the net sale proceeds

D. 5% of the units affordable to households below 50% of the area median income with a one bedroom rent of $1,308

E. 30% of the units affordable to households below 100% of the area median income with a one bedroom rent of $2,300

F. 65% of the units affordable to households below 120% of the area median income with a one bedroom rent of $2,350

G. Issuance Fee sharing of $98,750.00 will be granted to the City of Oxnard's General Fund

H. A nonprofit located within the city limits will also receive an anticipated donation of $98,750.00 as part of the California Municipal Finance Authority's sharing of issuance fees.

THE PROPOSED PROJECT SPONSORS

The CMFA Middle Income Housing Program, a bond financing agency, is working with HomeFed, a developer, and Many Mansions, a developer, to finance the acquisition, construction and improvement of the Vines at Riverpark to create middle-income housing.

The California Municipal Finance Authority is a joint powers authority founded to enable local government and eligible private entities access to low-cost, tax-exempt financing for projects that provide a tangible public benefit, contribute to social and economic growth and improve the overall quality of life in local communities throughout California.

The CMFA's mission is to support economic development, job creation and social programs throughout the State of California while giving back to California communities. By supporting our member communities and their local charities with a portion of the revenue generated through the issuance of taxable and tax-exempt bonds for public, private and nonprofit entities, the CMFA is able to directly contribute to the health and welfare of the residents of California.

The CMFA shares 25% of all issuance fees directly with its member communities. In addition, a grant equal to 25% of the issuance fee is made to the California Foundation for Stronger Communities ("CFSC") to fund charities designated by the member communities. A portion of the annual fees received by the CMFA will also be directed to charitable activities within California communities. This unique commitment to "give back" directly to the communities in which we operate sets the CMFA apart.

The CMFA Special Finance Agency, an affiliate joint powers authority, was created to enable the CMFA to continue to broaden its program offerings by being able to acquire public benefit oriented capital projects through the issuance of tax-exempt governmental purpose bonds.

HomeFed Corporation, proposed co-developer and owner, is a real estate development company that specializes in creating vibrant, mixed-use master-planned communities that combine innovative placemaking techniques and environmental stewardship. Incorporated in 1988 and headquartered in Carlsbad, California, HomeFed is known for undertaking large, complex, environmentally challenging projects that require long-term investments. The company attributes its success to financial prudence, creative land planning, and a collaborative team approach with stakeholders and development partners.

Many Mansions, proposed co-developer and owner, is a non-profit organization that provides well-managed, service-enriched, affordable housing to low-income residents of Ventura and Los Angeles Counties, with a special focus on those of very low-income, who are formerly homeless, seniors, veterans, or disabled. The Many Mansions mission is to provide quality affordable housing in Ventura and Los Angeles Counties, and services that encourage residents to thrive.

Many Mansions owns and manages eighteen properties, over 600 units of affordable housing, serves approximately 1,300 adults and 300 children, provides on-site services and programs that include job training, case management, homework tutoring, supplemental food distributions, college scholarships, and much more.

By providing decent housing and life-enriching services to those most in need, they aspire to help individuals and families to improve their lives and remove the barriers that prevent low-income members of our community from having a basic need met - a place to call home.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

Typically, if a property is purchased by a non-profit or public entity, the property is exempt from paying property taxes, resulting in a loss of revenue, in the form of property tax, to the City. However, in the proposed Public Benefits Agreement, the CMFA Special Finance Agency is providing a Host City Charge which includes a 2% annual escalation that will offset the loss of property tax revenues from the property acquisition during the term of the Public Benefit Agreement. The City of Oxnard will also be granted a share of the transaction issuance fee in the approximate amount of $98,750.

Under the terms of the public benefit agreement, if a property generates surplus cash flow through the proceeds of the sale of a property, the City could receive a portion of the surplus revenue, which could exceed any loss of property tax revenue.

The CMFA Special Finance Agency is a public entity separate and apart from its members, and any debts, liabilities, and obligations incurred by the CMFA Special Finance Agency will not constitute debts, liabilities, or obligations of its member agencies. Bonds issued for any particular project will be indebtedness solely of the CMFA Special Finance Agency, and payable only from revenues of the project. No financial expenditures, liabilities, or obligations are created by joining the CMFA Special Finance Agency or executing any public benefit agreement.

Prepared by: Emilio Ramirez, Housing Director

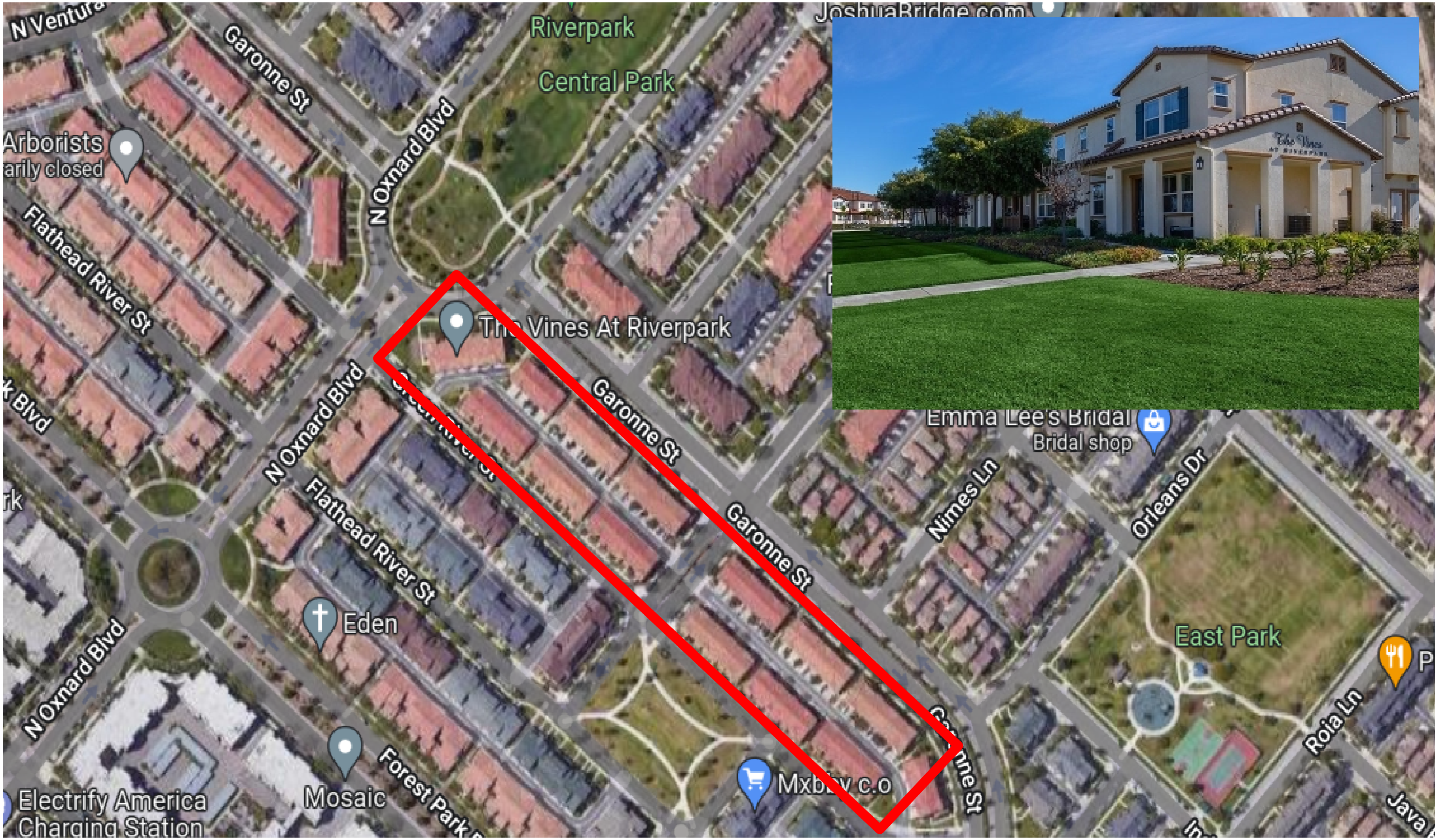
ATTACHMENTS

1. PowerPoint Presentation

THE VINES AT RIVERPARK

Emilio Ramirez, Director
Housing Department
Community Services, Public Safety, Housing and Development Committee
March 8, 2022

CITY OF OXNARD CALIFORNIA


Riverpark
Central Park
Garonne St
N Oxnard Blvd
Arborists
Flathead River St
The Vines At Riverpark
Garonne St
Emma Lee's Bridal
Bridal shop
Nimes Ln
Orleans Dr
East Park
Eden
Mosaic
Electrify America
Charging Station
Roja Ln

The Middle Income Housing Program

The Middle Income Housing Program provides for housing at the higher income levels, but also, in this case staff and the project partners developed a Public Benefit Agreement, to include the following elements:

1. 4% rent cap
2. A Host City Charge of $108,000 annually, with a 2% escalator for the term of the bonds to offset the loss in property tax for the project site since it will be owned by a non-profit
3. The City of Oxnard, at its sole discretion, may force a sale of the property between Year 15 and Year 30 of the bonds, and the City of Oxnard, along with certain other taxing agencies (including the County and School District) would receive a portion of the net sale proceeds
4. 5% of the units affordable to households below 50% of the area median income with a one bedroom rent of $1,308
5. 30% of the units affordable to households below 100% of the area median income with a one bedroom rent of $2,300
6. 65% of the units affordable to households below 120% of the area median income with a one bedroom rent of $2,350
7. Issuance Fee sharing of $98,750.00 will be granted to the City of Oxnard's General Fund
8. A nonprofit located within the city limits will also receive an anticipated donation of $98,750.00 as part of the California Municipal Finance Authority's sharing of issuance fees.

Project Sponsors

Many Mansions

CMFA
California Municipal Finance Authority

HOMEFED
CORPORATION

Fiscal Impact

1. Typically, if a property is purchased by a non-profit or public entity, the property is exempt from paying property taxes, resulting in a loss of revenue, in the form of property tax, to the City. However, in the proposed Public Benefits Agreement, the CMFA Special Finance Agency is providing a Host City Charge which includes a 2% annual escalation that will offset the loss of property tax revenues from the property acquisition during the term of the Public Benefit Agreement. The City of Oxnard will also be granted a share of the transaction issuance fee in the approximate amount of $98,750.

2. Under the terms of the public benefit agreement, if a property generates surplus cash flow through the proceeds of the sale of a property, the City could receive a portion of the surplus revenue, which could exceed any loss of property tax revenue.

3. The CMFA Special Finance Agency is a public entity separate and apart from its members, and any debts, liabilities, and obligations incurred by the CMFA Special Finance Agency will not constitute debts, liabilities, or obligations of its member agencies. Bonds issued for any particular project will be indebtedness solely of the CMFA Special Finance Agency, and payable only from revenues of the project. No financial expenditures, liabilities, or obligations are created by joining the CMFA Special Finance Agency or executing any public benefit agreement.

Recommendation

That the Community Services, Public Safety, Housing & Economic Development Committee recommend that the City Council support:

1. Entering into a joint exercise of powers agreement relating to the California Municipal Finance Authority ("CMFA") Special Finance Agency issuing bonds for the preservation and protection of middle-income rental housing ("Middle-Income Housing Program");

2. CMFA Special Finance Agency's issuance of bonds for the preservation and protection of middle-income housing pursuant to the Middle-Income Housing Program; and

3. Entering into a Public Benefit Agreement that includes annual host fee revenue that would likely offset the loss of City property tax revenues during the term of the agreement

CITY OF OXNARD CALIFORNIA

QUESTIONS?

COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.5

CITY OF OXNARD CALIFORNIA

DATE: March 8, 2022

TO: Community Services, Public Safety, Housing & Development Committee

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

SUBJECT: Downtown Improvement Program Settlement Funds Update. (0/10/10)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee:

1. Receive an update on the implementation of the approved program priorities funded with the Downtown Improvement Program Settlement Funds; and
2. Due to the COVID-19 impact, we recommend that the Council appropriate $85,716 per fiscal year in FYs 22-23 and 23-24, for a total appropriation of $171,432, for homeless outreach coordinator contract services as part of the annual budget process.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/cBU7a27FKGQ

BACKGROUND

After a long-standing dispute regarding the disposition of funds earmarked for Downtown Revitalization, a settlement agreement was reached and finalized in April 2015, between the City and developers of Centennial Plaza. The settlement involves the distribution of funds derived from the development of a new RiverPark theater complex at The Collection. Settlement funds are intended to offset the potential impact that the theater complex at the Collection might have on Downtown Oxnard. The settlement funds were placed into a City account entitled "Downtown Improvement Program," and throughout this report, the settlement money will be referred to as Downtown Improvement Program Settlement Funds (DIPSF).

Previously, the City Council authorized expenditures from this fund for lighting improvements, public restrooms pilot program, tree trimming, Downtown Development Code, Parking Management Plan, Arts Hub, and a Downtown Revitalization Manager. The Downtown Improvement Program Settlement Fund balance at the end of Fiscal Year (FY) 2020-2021 was approximately $4,804,484, which includes interest earned to date.

DISCUSSION

In December of 2019, staff presented to the Council a multi-pronged approach to downtown revitalization which included the following elements:

1. Addressing the impact of homelessness and vagrancy;
2. Seeking private economic investment through the development of city and privately-owned properties;
3. Creating a clean and safe environment; and
4. Creating a vibrant downtown environment.

Staff made recommendations for use of the Downtown Improvement Program Settlement Fund for a three-year timeframe which focused on creating a physical and safe environment in order to attract private economic investment. Despite the fact that the global pandemic had an impact on businesses and hampered development, significant progress in achieving these goals was nevertheless made. The intent of this report is to provide an update on the projects that were approved and funded for FY19-20, FY 20-21, and FY 21-22.

APPROVED AND FUNDED PROJECTS AND PROGRAMS FOR FY19-20, FY 20-21, and FY 21-22

Homeless Outreach: $50,000 approved in Fiscal Year 2019-2020 and $100,000 (Annually for Two Years)

In September of 2019, the City issued a Request for Proposals from entities interested in providing homeless outreach and case management services. Following a review of the proposals submitted, the Salvation Army was selected and contracted for the provision of these services for the remainder of the Fiscal Year 2019-2020. Due to the onset of the COVID-19 pandemic, the commencement of the Salvation Army's outreach and case management services was delayed until May of 2020, when two outreach specialists began work in the field.

The Salvation Army Street Outreach team serves some of Oxnard's most vulnerable residents, including those who are homeless and living unsheltered. On a typical week, the Salvation Army engages with forty new clients citywide, and provides regular ongoing case management to approximately twenty-five people at a time.

Effective July 1, 2020, with the approval of the DIPSF in the FY 20-21 budget, the scope of services was expanded to include an additional component to provide outreach services focused on the downtown area. The Salvation Army hired additional staff dedicated to the downtown service area commencing June 2021. The DIPSFs are only used to pay for staff dedicated to the downtown area.

The City Council originally approved $250,000 to be spent over three fiscal years. Due to COVID-19 and the delay in hiring the team dedicated to the downtown, the $50,000 approved in Downtown Improvement Program Settlement Funds were not spent in Fiscal Year 2019-2020 and only $700 of the $100,000 programmed in Fiscal Year 2020-2021 were spent. In Fiscal Year 2021-2022, the City has incurred a monthly cost of $7,143 for the downtown street outreach team. Staff anticipate a total cost of $85,716 for the current fiscal year.

The downtown street outreach team has accomplished the following since June 2021:

- Contacts:235
- Shelter: 120 (about half of these are referrals and half are placements into shelter)
- Salvation Army ARC treatment (rehab): 10
- Hygiene bags: 180
- Food bags: 71
- Transportation: 30

- DMV vouchers: 21

They have also successfully helped two of the “Top 10” hard to reach clients complete judicial diversion and they are still currently staying in the shelter working on permanent housing plans. The "Top 10" persons that the Police Department have identified as having a high volume of police interactions and hardest to engage into services. Although two people seems small, this is actually a huge impact for these two people and for the downtown community.

Because of delays caused by COVID-19, staff asks the Committee to recommend to City Council, as part of the FY budget processes, to appropriate $85,716 in DIPSF in FY 22-23 and $85,716 in FY 23-24. This would total $257,848 for street outreach rather than $250,000 originally approved.

Property Management and Maintenance: $260,000 (One Time)

Laundromat (318 W. 5th Street) ($195,000)

It is critical that the City invest in nuisance abatement for the most challenging properties owned within the Downtown. One such location that presents ongoing challenges is the Laundromat building located at 318 West 5th Street. Over the past few years, this building has regularly experienced break-ins and damage that impact the adjacent properties and the overall Downtown area. In addition, these incidents often require responses from Police, Fire, and Facilities, costing the City significant ongoing expenses. City staff have concluded that the best option is to demolish this building. In 2019, staff recommended, and Council approved, funding for the demolition of the building, at an estimated cost of $195,000. In Fiscal Year 2020-2021, $14,847 was spent on design fees. The City procured a contractor for such a demolition and a contract was awarded in January 2022 at a cost of $174,773 including contingency fees. Demolition is scheduled to begin by March 2022.

As presented to Council Committee in 2019, staff believes that it will be critical that the demolition of this nuisance property not create a new nuisance in the vacant lot left behind. Therefore, the City will explore temporary uses and community activation of the site and surrounding area to ensure the property is an ongoing asset to the Downtown community. City staff presented potential activation ideas to downtown stakeholders and is preparing to issue a Request for Proposals seeking a service provider that can activate the space after the demolition is complete. $250,000 in American Rescue Plan Act funds have been allocated to activate the subject site, as well as the vacant City-owned site on A Street north of 5th Street.

Downtown Parking Structure ($65,000)

The council authorized $65,000 to address safety concerns and support the ongoing efforts to create a clean and safe environment in the Downtown Parking Structure. To address these concerns, staff suggested updating the security camera system and lighting in the structure. Initial camera system upgrades were estimated to cost $65,000. The City engaged Guidepost Solutions to generate a camera system and design for the structure. During that engagement, and working with Facilities and the Oxnard Police Department, staff realized there was an opportunity and need to improve overall security in the facility as well as realize savings and economies of scale in system and infrastructure deployment by addressing emergency call boxes in the structure at the same time. Guidepost also determined that cabling in the facility will need to be replaced.

In October of 2021, staff amended the engagement with Guidepost to include emergency call box system design in the scope of work. The design drawings for the camera system and the emergency call boxes were submitted for review and final specifications. It is anticipated that the cost to implement the upgraded design with the emergency call boxes will be approximately $157,495. A funding source for the remaining costs has not been identified. Therefore, staff propose to carry these funds over to Fiscal Year 2022-2023 to give staff time to identify a funding source and include it in next year’s budget.

Public Safety: $200,000 (Annually for Three Years)

Downtown Targeted Police Deployment ($200,000)

Downtown businesses and residents were becoming increasingly frustrated at the growing number of incidents that were occurring downtown, including burglaries, trespassing, drug use, public urination, and more. Due to budget cuts, the number of police officers assigned to downtown had been reduced from six to two. Business owners were repeatedly hearing from residents that they no longer felt safe going downtown and business owners were forced to spend more money on safety measures while their customers dwindled. The City drafted stronger ordinances to address vagrancy but continued to lack the police presence to enforce these ordinances.

It became clear that it would be extremely difficult to attract private investment into the downtown without addressing these public safety issues. The Oxnard Police Department requested funding from the Downtown Improvement Program Settlement Fund in order to allocate additional police hours to this geographical area. This funding allowed police officers to strategically focus their enforcement efforts and address criminal behavior during the busiest times. The Oxnard Police Department's Central Business District deployment has benefited greatly from these funds, which have resulted in forty additional hours per week dedicated to the Downtown area. These deployments are similar to other communities such as Seabridge and Riverpark that fund additional Police personnel for those areas. These funds cover overtime, which also allows for more weekend coverage and a return to alcohol compliance efforts in the evening hours, which the Oxnard Police Department was doing very little of. Overtime funding, rather than additional authorized officer positions, allows for a more direct impact by choosing the busiest hours and days for selective uniformed enforcement.

By providing additional overtime funding at a rate of $200,000 annually limited to service within the Downtown, the Oxnard Police Department has been able to enhance efforts directed towards the mitigation of both downtown vagrancy and quality of life issues, as well as the ability to conduct business compliance checks related to both Alcohol and Beverage Control and tobacco regulations. From December-2020 to September-2021, officers issued over 500 citations related to violations of various city and state ordinances, focusing on repeat offenders. Additionally, officers made 500 arrests in the form of misdemeanor citations for other violations, including narcotic offenses, penal code violations, and traffic matters. While this may have moved some of the problems elsewhere, this has also given the officers an opportunity to become more familiar with the small number of people responsible for the majority of the issues. Officers were able to continue to conduct business compliance checks prior and during COVID-related shutdowns and reductions, focusing on compliance with both Alcohol and Beverage Control regulations and matters related to Public Health Orders.

Staff and Consultants: Additional $30,000 approved in Fiscal Year 2019-2020 and $90,000 annually for two additional years

In Fiscal Year 2017-2018 and Fiscal Year 2018-2019, the Downtown Improvement Program Settlement Fund allocated sufficient funding for a full-time Downtown Revitalization Manager through April 2019. However, in FY 20-21 and FY 21-22 rather than funding one full-time Downtown Revitalization Manager, funding was appropriated to fund a portion of the salaries of the staff that were dedicating a portion of their time to drive Downtown results. Positions that have received partial funding include the Community Development Director, Economic Development Manager, and the Economic Development Administrative Secretary.

In addition, with Council approval, the City contracted with New City America to provide revitalization services. In Fiscal Year 2019-2020 the contract with New City America was $91,000. In Fys 20-21 and 21-22, $90,000 each year was allocated from theDIPSF for these services.

New City America worked with the Downtown Oxnard Improvement Association (DOIA) to receive its charitable, 501(c)(3) status, selected an interim Board of Directors and officers and created new working committees. The new DOIA Board has expanded from six Board members with the former Oxnard Downtown Management District to over fifteen.

The Downtown Oxnard Improvement Association now has a functioning Marketing Committee and contracted services with the Downtowners. They also created a system of ongoing maintenance and beautification which was previously done in-house. Through New City America's guidance, the support of City Council, and the DOIA Board, DOIA is poised to be highly productive in the coming year due to its realignment of the budget and giving each Committee a working budget to work with.

STRATEGIC PRIORITIES

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promote safe neighborhoods, encourage community engagement, and support our residents in their efforts to improve their quality of life.

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

The budget over three years totals $1,787,153; whereas the projected expenses over three years total $1,313,859.

In Fiscal Year 2019-2020 (Year 1), a total of $748,474 was appropriated from the Downtown Improvement Program Settlement Fund for the program priorities described in this report. Actual expenses totaled approximately $344,632.

In Fiscal Year 2020-2021 (Year 2), a total of $538,337 was appropriated and expenses totaled approximately $386,738.

In Fiscal Year 2021-2022 (Year 3), a total of $500,342 is appropriated and $582,489 is projected to be spent.

Staff recommends that the Council appropriate $85,716 per fiscal year in FYs 22-23 and 23-24 for a total appropriation of $171,432 for homeless outreach coordinator contract services. If the Council Committee supports this recommendation, the funding would be appropriated as part of the annual budget processes.

The projected Fiscal Year 2021-2022 ending unassigned fund balance of the Downtown Improvement Program Settlement Fund is estimated to be approximately $4.0 million.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Budget Table - Year 1 - 3 sr.docx
2. Downtown Improvement Program Settlement Funds Update PP Presentation

EXHIBIT A

Project	Budget Year 1 FY 19-20	Year 1 Actual FY 19-20	Budget Year 2 FY 20-21	Year 2 Actual FY 20-21	Budget Year 3 FY 21-22	Year 3 Projected FY 21-22	Total Budget over 3 Years	Total Projected Actual over 3 Years
Economic Development Staff Costs (annually)	$147,474	$78,138	$148,337	$73,691	$110,342	$32,000	$406,153	$183,829
Homeless Outreach (annually)	$50,000	$0	$100,000	$700	$100,000	$85,716	$250,000	$86,416
Laundromat (one-time)	$195,000	$0	$0	$14,847	$0	$174,773	$195,000	$189,620
Parking Structure (one-time)	$65,000	$0	$0	$0	$0	$0	$65,000	$0
Police Resources (annually)	$200,000	$198,994	$200,000	$200,000	$200,000	$200,000	$600,000	$598,994
Consultant (annually)	$91,000	$67,500	$90,000	$97,500	$90,000	$90,000	$271,000	$255,000
Totals (approx.)	**$748,474**	**$344,632**	**$538,337**	**$386,738**	**$500,342**	**$582,489**	**$1,787,153**	**$1,313,859**

Downtown Improvement Program Settlement Funds Update

Emilio Ramirez, Director
Housing Department
Community Services, Public Safety, Housing & Economic Development Committee
March 8, 2022

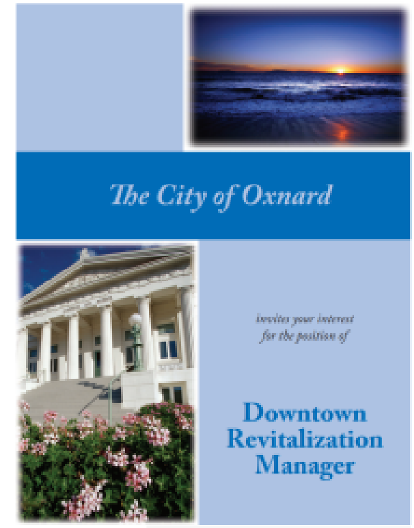
CITY OF OXNARD CALIFORNIA

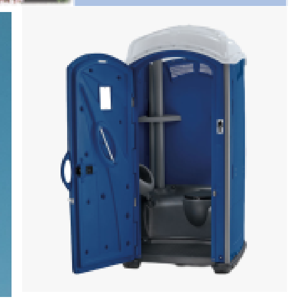
Background

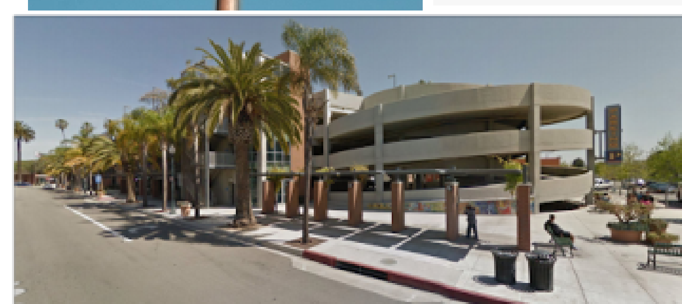
1. April 2015 - Settlement agreement reached and finalized between the City and developers of Centennial Plaza
2. Settlement funds placed into a City account titled Downtown Improvement Program Settlement Funds
3. $6.15 million earmarked for Downtown Revitalization
4. Estimated Fiscal Year 2021 - 2022 ending unassigned fund balance will be approximately $4 million

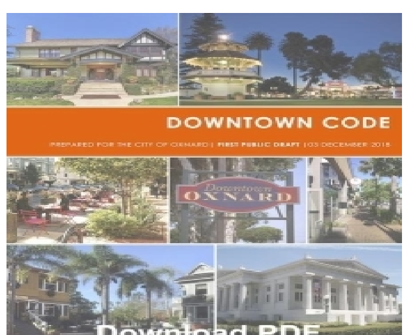
Previously Funded Projects

1. Lighting Improvements
2. Public Restrooms Pilot Program
3. Tree Trimming
4. Downtown Development Code
5. Parking Management Plan
6. Arts Hub
7. Downtown Revitalization Manager



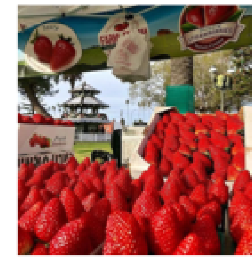






Framework for Funding Recommendations

On December 3, 2019, Council approved projects associated with the following multi-pronged strategy to revitalize downtown



Vibrant Downtown

3 Year Budget Appropriations

1. Homeless Outreach: $50,000 in FY 19-20 and $100,000 in FY 20-21 & FY 21-22
2. Property Management and Maintenance $260,000 (one time)
   a. Laundromat Building Demolition(318 West 5th Street) $195,000
   b. Downtown Parking Structure Improvements: $65,000
3. Downtown Targeted Police Deployment $200,000 (annually for three years)
4. Staff and Consultants
   a. City Staff: $147,474 (annually for three years)
      a. Through the budget process this has been reduced to more closely match anticipated staff costs
   b. New City America: $91,000 FY 19-20; $90,000 in FY 20-21 & FY 21-22

Homeless Outreach

Street outreach worker hired for downtown

1. Salvation Army Partners with local service providers enforcement
2. June 2021, Salvation Army hired staff dedicated to downtown service area only
3. $250,000 budget over three years; $86,416 project to be spent over three years
4. Due to COVID impacts and delays, request previously appropriated funds be extended to Fiscal Years 2022 - 2023 and 2023 – 2024
   - Council approved $250,000 over three years. This request is a $7,848 increase from the original approval

FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	TOTAL
0	$700	$85,716	$85,716	$85,716	$257,848

Homeless Outreach

Downtown Street Outreach:

- Contacts: 235
- Shelter: 120
  - about half of these are referrals and half are placements into shelter
- Salvation Army ARC treatment (rehab): 10
- Hygiene bags: 180
- Food bags: 71
- Transportation: 30
- DMV vouchers: 21
- Successfully assisted two of our “Top 10” hard to reach clients complete judicial diversion.
  - The 'Top 10" folks are the group that PD identified as having a high volume of police interactions and hardest to engage into services. Although 2 people seems small, this is actually a huge impact for these two people and for the downtown community.

Property Management and Maintenance

Laundromat (318 W. 5th Street) –

1. $195,000 allocated; $189,620 projected to be spent
2. Demolish building
3. 2020 design fees $14,847
4. 2021 awarded cost of $174,773 which includes contingency and funds for engineering, inspections, survey, and project management
5. Total: $189,620
6. Contract awarded - January 2022
7. Construction to begin by March 2022
8. Activate space – ARPA funds allocated

Property Management and Maintenance

Downtown Parking Structure - $65,000 allocated; no funds spent

1. Camera system & lighting upgrades recommended for $65,000
2. Scope of Work recommended to include call boxes, cabling, system upgrade. Enhanced plans estimated to cost approximately $158,000
3. Project put on hold while additional funds are identified

Public Safety

Additional Police Deployment Resources

1. $600,000 allocated over three years; $598,994 projected to be spent over three years
2. 40 hours a week dedicated to the Downtown area
3. Overtime funding allows focus on new ordinances and Oxnard Police Department to return to evening alcohol compliance efforts and COVID business compliance
   a. 500+ citations issued for various city and state ordinar [illegible] to September 2021
   b. 500+ arrests in the form of misdemeanor citations
   c. Small business compliance checks during COVID-19
   d. Alcohol and Beverage Control compliance

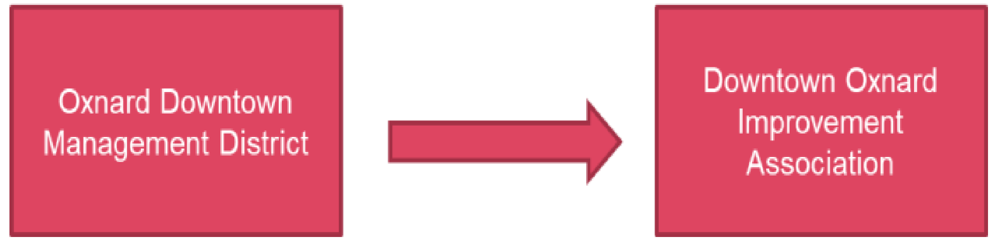
Staff and Consultants

1. In Fiscal Years 2017-2018 2018-2019, funded a full-time Downtown Revitalization Manager.
2. FYs 19-20, 20-21 and 21-22 funding was appropriated to fund a portion of the salaries of the staff that were dedicating a portion of their time to drive Downtown results.

- $406,153 budget for three years; $183,829 projected to be spent on staffing over three years

Staff and Consultants Continued

NEW CITY AMERICA, INC.



$271,000 budget over three years;

$255,000 projected to be spent over 3 years

OUTCOMES:

501(C)(3) status

Interim Board of Directors

Working committees

Board expansion from 6 to 15

Contracted out Maintenance Services

Financial Impact City Downtown Improvement Fund

1. Total allocated over three years: $1,787,153
2. Total projected expenses over three years: $1,313,859
   1. Total Fiscal Year 2019-2020 actuals - $344,632
   2. Total Fiscal Year 2020-2021 actuals - $386,738
   3. Projected Fiscal Year 2021-2022 Annual Costs - $582,489 (estimated)
3. Projected Fiscal Year 2021 - 2022 ending fund balance = $4 million
4. Due to COVID-19 impacts, requesting that $85,716 per year (total of $171,432) be appropriated from the DIPSF for street outreach in Fiscal Year 2022 - 2023 and Fiscal Year 2023 - 2024

Recommendation

That the Community Services, Public Safety, Housing and Development Committee

1) Receive an update on the implementation of the approved program priorities funded with the Downtown Improvement Program Settlement Funds; and

2) Due to COVID-19 impacts, recommend that the Council appropriate $85,716 per fiscal year in FYs 22-23 and 23-24, for a total appropriation of $171,432, for homeless outreach coordinator contract services as part of the annual budget processes.