

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



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY

Meeting Location: Council Chambers, 305 West Third Street

February 7, 2023

Closed Session - 5:00 PM

Regular Meeting - 6:00 PM

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

- 1. Dial Phone Number: (888) 475-4499**
- 2. Enter Meeting ID: 821 5785 9176**
- 3. Passcode: 472210**

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer 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. **Press *6 when asked to unmute.** Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 361 AND IN RESPONSE TO THE DECLARED STATE AND LOCAL EMERGENCIES DUE TO THE NOVEL CORONAVIRUS, THE LEGISLATIVE BODY WILL MEET IN-PERSON AND REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at www.https://www.oxnard.org/city-meetings/.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at [Youtube.com/oxnardnews](https://www.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. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE:** Submit a speaker card to the City Clerk.
- 2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING**
 - a. Submit a request to speak remotely by no later than 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.

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 include: (Minutes for Presentation + Council Discussion + Public Comment)

- b. Submit an email to cityclerk@oxnard.org no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
- c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

- a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the presiding officer announces the particular item on the agenda you want to speak on, **press *9 to raise your hand** while in the zoom waiting room. Once called on, **press *6 to unmute** your phone.
- b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. 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 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

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Housing Authority.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: City of Oxnard v. Starr
Court of Appeal, Second Appellate District, Division Six Case No. B314601 (Ventura County Superior Court Case No. 56-2020-00539039-CU-MC-VTA)
Legislative Body: City Council
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(4))
Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.
Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of February, 2023 as "Black History Month."

F. 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.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services.

RECOMMENDATION: That the City Council re-authorize remote teleconference meetings of the legislative bodies of the City of Oxnard in accordance with Assembly Bill 361 based on the following findings: (i) the current COVID-19 situation, particularly with its variants, is causing, and will continue to cause, imminent risks to the health and safety of persons within the City, including City Council members, City staff, appointed officials, and members of the public; (ii) state and local officials continue to impose or recommend measures to promote social distancing; and (iii) the Governor's COVID-19 State of Emergency is still in effect; and (iv) numerous public agencies throughout Ventura County are still operating in accordance with Assembly 361, for the reasons stated herein.

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

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

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

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION/CONSENT AGENDA

February 7, 2023

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1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the January 3, 2023 regular meeting as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Police Department

SUBJECT: Police Department Mobile Command Vehicle Purchase.

RECOMMENDATION: That City Council:

1. Approve and authorize the Purchasing Manager to execute a Purchase Order with Emergency Vehicles Incorporated (EVI) in the amount of \$700,094.75

2. Approve the purchase and use of the mobile command vehicle as military equipment as defined by Government Code 7070(c)5

(Community Services, Public Safety, and Housing & Development Committee approved 2-0.)

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

3. Housing Department

SUBJECT: First Amendment to Agreement A-8434 for Housing Professional Services.

RECOMMENDATION: That the Housing Authority Board of Commissioners Approve and authorize the execution of the First Amendment to Agreement A-8434 with Nan McKay & Associates, Inc. for Housing Choice Voucher case management services, increasing the amount from \$200,000 to \$400,000 and extending the term by one year

(The Community Services, Public Safety, Housing & Development Committee approved 2-0 on January 10, 2023)

Legislative Body: Housing Authority

Contact: Emilio Ramirez, (805) 385-8094

4. Housing Department

SUBJECT: First Amendment to Agreement 9660-22-HO for Housing Contracts Administration Services.

RECOMMENDATION: 1. That the City Council approve and authorize the execution of a First Amendment to Agreement 9660-22-HO with Michael Baker International to increase the not to exceed amount on their contract from \$120,000 to \$481,000; and

2. That the Housing Authority Board of Commissioners approve and authorize the Chairperson to use up to \$164,000 in Housing Authority Funds to pay for Housing Contracts Administration Services under Agreement 9660-22-HO.

(The Community Services, Public Safety, Housing & Development Committee approved 2-0 on January 10, 2023.)

Legislative Body: City Council and Housing Authority

Contact: Emilio Ramirez, (805) 385-8094

5. Housing Department

SUBJECT: Mobile Home Park Rent Stabilization System Annual Activity Report for 2022.

RECOMMENDATION: That the City Council receive and file the 2022 Annual Activity Report for the Mobile Home Park Rent Stabilization System, as adopted by the Mobile Home Park Rent Review Board.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

L. REPORTS1. City Treasurer

SUBJECT: City Treasurer's Monthly Investment Report for the Period Ending December 31, 2022. (10 minutes)

RECOMMENDATION: That the City Council receive and file the report.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/v3s283alki0>

Legislative Body: City Council

Contact: Phillip Molina, (805) 385-7808

2. City Manager Department

SUBJECT: Conduct an Oral Discussion Regarding Shifting Gears; Making Adjustments to Align with Economic and Social Circumstances, and Make Decisions to Modify American Rescue Plan Act (ARPA) Projects, Council Priorities, and the Outlook on the City's Restoration Budgets. (120 minutes)

RECOMMENDATION: That the City Council conducts a robust oral discussion and deliberation regarding the following:

1. The need for the City to shift gears and make adjustments to align with economic and social circumstances;
2. Modify ARPA projects;
3. Modify the timelines of Council priorities from five to seven years; and
4. Extend the Restoration Budgets from three to five years.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/qaD0euj5YbE>

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

3. City Manager Department

SUBJECT: Water Policy and Related Litigation Update. (10 minutes)

RECOMMENDATION: That the City Council receive and file the Water Policy Report and Update on related Litigation.

This item is not subject to the California Environmental Quality Act pursuant to Public Resources Code 21080(b)(4).

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(Public Works and Transportation Committee approved 3-0.)

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

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

M. ADJOURNMENT



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.1

DATE: February 7, 2023
TO: City Council
FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the January 3, 2023 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

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

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 01 03 2023 CC Regular Meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
January 3, 2023

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

At 5:31 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Bert E. Perello, Gabriel (Gabe) Teran, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

Councilmember Gabriela Basua joined the meeting at 5:58 p.m.

Councilmember Oscar Madrigal joined the meeting at 7:39 p.m.

Staff members present in person were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Stephen M. Fischer, City Attorney; Ken Rozell, Chief Assistant City Attorney; Chelsey Ballot, Deputy City Attorney; Christopher Williams, Assistant Chief of Police; Alexander Hamilton, Fire Chief; Michael Wolfe, Public Works Director; Joseph Marcinko, Assistant Public Works Director; Tatiana Arnaout, City Engineer; Helen Miller, Chief Information Officer; Jeff Pengilley, P.E., CDD Assistant Director & Building Official; Joe Pearson II, AICP, Planning & Sustainability Manager; Betsy George, Chief Financial Officer; Emilio Ramirez, Housing Director; and Rose Chaparro, City Clerk.

Staff members Jason Benites, Police Chief and Jennifer Hiraoka, Senior Manager Internal Controls participated via videoconference.

Consultants Connie Huynh Fife, Project Manager, Municipal & District Finance from Harris & Associates; Faye Yuan, CBO, Building and Safety Department with Interwest Consultants; as well as Nick Pergakes, Interwest Planning Department participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. **PUBLIC COMMENTS ON CLOSED SESSION ITEMS** (None received.)

C. **CLOSED SESSION (5:30 PM)**

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)
Property: 2900 Saviers Road (APN 219-0-018-035)
Agency Negotiator: Emilio Ramirez, Housing Director; Ashley Golden, Assistant City Manager; Alex Nguyen, City Manager

Negotiating Party: Cadence Capital Investments
Under Negotiation: Price and terms of payment
Legislative Body: City Council

At 5:34 p.m., the City Council recessed to a closed session. At 6:14 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that the Council provided instructions to its real estate negotiators regarding the listed property and other than that there are no reports out of closed session.

D. OPENING CEREMONIES (6:00 PM)

The flag salute was followed by a moment of silence.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating January 16, 2023 as "Dr. Martin Luther King, Jr. Day."

Mayor Zaragoza read the proclamation and presented it to members of the Martin Luther King Jr. Committee: LaRita Montgomery, Chairwoman; Dr. Ira Jeffries, Tracy Harris, Marvin Graves, Hidey Payton, Peggy Gayton, , Vince Stewart, Chair at Ventura County Civil Service Commission and Renee Steward. The Committee accepted the proclamation and invited the community to attend the Martin Luther King, Jr. Celebration program on January 16, 2023 at the Oxnard Performing Arts Center. The Council said a few remarks.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Lang Martinez (homeless concerns).

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

City Manager Nguyen provided a Covid-19 pandemic local impacts update regarding hospitals availability and ambulance response. California's Covid-19 State of Emergency is ending on February 28, 2023. The City of Oxnard is hosting meetings for the community to learn more about local water supplies, the cost of water, the rate adjustment process and long-term reliability needs. A meeting schedule was provided and members of the public are invited to attend one of the upcoming meetings in person or via Zoom.

1. Public Works Department

SUBJECT: Reconsideration of Local Emergency Due to Ongoing Drought Conditions.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,658** confirming the need to continue the local emergency declared on May 17, 2022, due to drought conditions and lack of adequate water supply.

(This item is not subject to the California Environmental Quality Act pursuant to Public Resources Code section 21080(b)(4))

It was moved by Mayor Pro Tem, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Basua, MacDonald, Perello, Teran, and Zaragoza voted in favor; motion passed 5-0. Councilmember Madrigal was absent during this vote.

2. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services.

RECOMMENDATION: That the City Council re-authorize remote teleconference meetings of the legislative bodies of the City of Oxnard in accordance with Assembly Bill 361 based on the following findings: (i) the current COVID-19 situation, particularly with its variants, is causing, and will continue to cause, imminent risks to the health and safety of persons within the City, including City Council members, City staff, appointed officials, and members of the public; (ii) state and local officials continue to impose or recommend measures to promote social distancing; and (iii) the Governor's COVID-19 State of Emergency is still in effect; and (iv) numerous public agencies throughout Ventura County are still operating in accordance with Assembly 361, for the reasons stated herein.

It was moved by Councilmember Teran, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Basua, MacDonald, Perello, Teran, and Zaragoza voted in favor; motion passed 5-0. Councilmember Madrigal was absent during this vote.

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

Councilmember Perello expressed that there is a need to identify a location to install additional public restrooms in the Downtown area. He also expressed his concerns regarding the homeless fatalities.

Councilmember Basua shared that she received inquiries from residents at District 6 asking for resources. She mentioned that to the residents at properties located at Saviers Road, Samuel Avenue, Yucca, and Bryce Canyon, she assured the residents that Mayor Pro Tem MacDonald and the other Councilmembers are currently working on obtaining resources and that resources will be coming. She wished all residents a very happy new year.

Councilmember Teran announced the Riverpark Neighborhood Council and the Carriage Square Neighborhood Council meetings in District 2 which are coming up. He also wished everyone a very happy new year. He is looking forward to a great 2023.

Mayor Zaragoza said that it has been an honor to work with all the different departments at the City of Oxnard in 2022. He appreciates the work that the Directors and City staff are doing to continue to serve the community of Oxnard. He also thanked the City Manager for all his help, leadership, and for continuing to provide the services to our residents, and helping the employees. He thanked the City Manager and the City Attorney for the great job they are doing and for working with the City Council. He

thanked the Councilmembers. He also stated that this is the best City Council he has ever worked with. We are going to have a great 2023.

1. City Manager Department

SUBJECT: Appointment of Members to Serve on the City's CAGs and Boards. (5 minutes)

RECOMMENDATION: That the Mayor, with the approval of the City Council, make the following appointments:

1. To Senior Services Commission: Jeffrey Nevitt (at large) and LaRita Montgomery (D5);
2. To Community Relations Commission: Khalilah Durias (D5);
3. To Planning Commission: Daniel Chavez, Jr. (D5); and
4. To Mobilehome Park Rent Review Board: Efrain Jimenez II (at large).

Councilmember Teran made a separate motion; there was no second to this motion. Councilmember Teran then made a statement/comment to his vote.

It was moved by Councilmember Perello, seconded by Councilmember Basua, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, and Zaragoza voted in favor; Teran voted against; motion passed 5-1.

2. City Attorney Department

SUBJECT: Resolution Supporting the LGBTQ+ Community.

RECOMMENDATION: That the City Council adopt **Resolution No. 15,659** declaring the City of Oxnard's solidarity and support for the lesbian, gay, bisexual, transgender, and queer (LGBTQ+) community and opposing discrimination based on sexual orientation and gender identity or expression.

Councilmember Teran introduced this item.

Public comments were received from Victoria and Dafnie, Bryan Rodriguez, Danielle Blum, Robert O'Riley, Steven Auclair, Luis Andrade, Michaela Perez, Joseph Summers, Marianne Parra, Arthur Valenzuela, Jr., Odette Ramirez, Steve Nash, and Manuel Herrera. Written comments were received and provided to Council. Discussion ensued among the Council and staff.

It was moved by Councilmember Teran, seconded by Mayor Pro Tem MacDonald, to approve the recommended action as presented. VOTE: Basua, MacDonald, Perello, Teran, and Zaragoza voted in favor; motion passed 5-0. Councilmember Madrigal was absent during this vote.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-1 through K-7 were discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA (None received.)K. INFORMATION/CONSENT AGENDA1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the December 6, 2022 regular meeting and December 7, 2022 special meeting as presented.

2. Information Technology Department

SUBJECT: City of Oxnard Website and Email Update (change from .org to .gov).

RECOMMENDATION: That the City Council approve and authorize the Mayor to sign the required federal government authorization letter(s) requesting and maintaining the City of Oxnard's registration of the City's chosen .gov domain name(s) used for City website and online services, including City email.

(Finance and Governance Committee approved 3-0)

3. Public Works Department

SUBJECT: Acquisition of Easement Located at 2382 Etting Road, Oxnard, California, Ocean View School District.

RECOMMENDATION: That the City Council approve and authorize the:

1. Execution of a Right of Way Agreement with Ocean View School District (A-8502) to purchase a Permanent Roadway Easement and Temporary Construction Easement located at 2382 Etting Road, Oxnard, (the "Property");

2. Execution of an Easement Deed for APN 232-0-010, -100;

3. Public Works Director or City Engineer to take any additional necessary actions to facilitate any necessary extension of the temporary construction easement, including authorizing additional payment not to exceed \$10,000; and

4. City Manager to take any additional necessary actions to facilitate the acquisition of the property consistent with the terms of the transaction approved by the City Council.

(This item is categorically exempt from the California Environmental Quality Act pursuant to title 14 of the California Code of Regulations section 15061(b)(3).)

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

4. City Manager Department

SUBJECT: Appropriation of Bond Proceeds.

RECOMMENDATION: That the City Council:

1. Approve the proposed list of redevelopment bond proceeds projects;
2. Authorize the re-allocation of all remaining 2006 Ormond Beach Tax Allocation Bond (TAB) Proceeds for the purpose of completing the Hueneme Road work related to the Ormond Beach Neighborhood Street Resurfacing project;
3. Authorize a budget appropriation of \$30,655 from the General Fund (101) and corresponding Capital Outlay Fund (301) for the Roof Replacement: South Oxnard Center project (# C2010);
4. Authorize the re-allocation of all remaining 2006 HERO TAB Proceeds for the purpose of completing the Roof Replacement: South Oxnard Center project and for paving more alleyways; and
5. Authorize the re-allocation of all remaining 2006 Southwinds TAB Proceeds for the purpose of adding park benches and trash enclosures at Southwinds Park.

(Pursuant to Sections 15061(b)(3) and 15378 of the California Environmental Quality Act (CEQA) Guidelines, this item is not a “project” subject to CEQA.)

(Finance and Governance Committee approved 3-0.)

5. Public Works Department

SUBJECT: Agreement 32300058 with Taft Electric Company for On-Call Traffic Signals Repairs and Maintenance Services, Specification No. PW 23-40.

RECOMMENDATION: That the City Council approve and authorize the City to execute an Agreement with Taft Electric Company in the amount not to exceed \$300,000 for a three-year term for On-Call Traffic Signals Repairs and Maintenance Services.

(This item is categorically exempt from the California Environmental Quality Act pursuant to title 14 of the California Code of Regulations section 15301(c))

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

6. Finance Department

SUBJECT: Update on the Corrective Action Plan (CAP) for Closing Past Audit Findings.

RECOMMENDATION: That the City Council receive an update on the City's Corrective Action Plan (CAP) for closing past audit findings.

(Finance and Governance Committee approved 3-0)

7. Finance Department

SUBJECT: Fiscal Year 2021-22 Annual Report on Development Impact Fees (AB1600).

RECOMMENDATION: That the City Council receive and file the annual development impact fee report (AB1600) for the fiscal year ended June 30, 2022.

The report can be accessed on the City's website at <https://www.oxnard.org/city-department/finance/annual-reports-on-development-impact-fees/>

(Finance and Governance Committee recommend 3-0.)

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello, to approve the Information/Consent items as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 6-0.

L. REPORTS1. Community Development Department

SUBJECT: Ordinance No. 3022 to Regulate Expanded Polystyrene.

RECOMMENDATION: That the City Council introduce the first reading by title only and waive further reading of an ordinance adding Article XXV to Chapter 7 of the Oxnard City Code prohibiting the use, manufacturing, distribution, and sale of designated polystyrene products, and find that the ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to section 15061(b)(3) of the CEQA Guidelines.

(Community Services, Public Safety, Housing & Development Committee approved 3-0.)

Kathleen Mallory, Planning & Sustainability Manager presented and answered questions. No public comments were received.

It was moved by Councilmember Basua, seconded by Councilmember Teran, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 6-0.

2. Community Development Department

SUBJECT: On-Call Consulting Services for Community Development.

RECOMMENDATION: That the City Council:

1. Approve and authorize the execution of a First Amendment to the Agreement with Rincon Consultants, Inc. for on-call contract planning services, increasing the agreement amount by \$500,000 for a total agreement amount of \$1,250,000;
2. Award agreement to Interwest Consulting Group, Inc. for on-call

planning as well as on-call development plan check services in the amount of \$1,100,000; and

3. Approve a budget appropriation in the amount of \$350,000 for development plan check services.

(Community Services, Public Safety, Housing & Development Committee approved 3-0.)

Jeff Pengilley, P.E., CDD Assistant Director & Building Official and Joe Pearson II, AICP, Planning & Sustainability Manager presented and answered questions. No public comments were received.

It was moved by Councilmember Basua, seconded by Councilmember Teran, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 6-0.

3. Housing Department

SUBJECT: Approval of the Downtown Oxnard Improvement Association Annual Work Plan and Budget for Fiscal Year 2022-23. (10 minutes)

RECOMMENDATION: That the City Council approve the Downtown Oxnard Improvement Association annual work plan and budget for fiscal year 2022-23. (This item did not originate in Committee.)

Emilio Ramirez, Housing Director presented and Lorenzo Castillo, Secretary and Abel Ramirez Magana, Executive Director with the Downtown Oxnard Improvement Association (DOIA) answered questions. No public comments were received.

It was moved by Councilmember Teran, seconded by Mayor Zaragoza, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 6-0.

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 8:23 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor



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

DATE: February 7, 2023
TO: City Council
FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org
SUBJECT: Police Department Mobile Command Vehicle Purchase.

RECOMMENDATION

That City Council:

1. Approve and authorize the Purchasing Manager to execute a Purchase Order with Emergency Vehicles Incorporated (EVI) in the amount of \$700,094.75
2. Approve the purchase and use of the mobile command vehicle as military equipment as defined by Government Code 7070(c)5

(Community Services, Public Safety, and Housing & Development Committee approved 2-0.)

BACKGROUND

On March 29, 2022, City Council authorized the Police Department to use \$750,000 in American Rescue Plan Act (ARPA) funds for the purchase and up-fitting of one (1) mobile command vehicle. The Department will utilize the mobile command vehicle in the following manner:

1. Provide a command center to assist in the Police Department's command and control function at special events, critical and non-critical incidents, relatively complex police operations, and disaster scenes;
2. Serve as a backup dispatch operation center in the event of a catastrophic failure at the Police Department's headquarters building;
3. Allow for mobile incident command and the Incident Command Systems to facilitate the best possible near-scene decision-making;
4. Provide mobility, shelter from inclement weather, logistical support, restroom facilities, a conference room, lighting, and electrical power;
5. Utilized during community outreach events.

Upon receiving notification of funding on March 29, 2022, the Police Department contacted several vendors. Emergency Vehicles Incorporated (EVI) was selected due to its ability to meet the needs specified by the Department.

Pursuant to the City of Oxnard Ordinance Number 2943, adopted June 19, 2018, the use of cooperative purchasing, whereby multiple government agencies, cooperative entities, or jurisdictions enter into a contract to procure from each other or to collectively procure a vendor, contractor or consultant is permitted. For the procurement of the mobile command vehicle, Emergency Vehicles Incorporated (EVI) will utilize Houston-

Galveston Area Council (H-GAC) cooperative pricing; contract number NO. FS12-19, effective date May 31, 2022, to May 31, 2023.

DISCUSSION

The Police Department's current mobile command vehicle was purchased in 2000 and is no longer equipped with the relevant technology required to meet the Police Department's mission. The average life expectancy of this type of vehicle is approximately 20 years due to evolving technologies and the general unavoidable deterioration over time.



This new mobile command vehicle will assist the Department in managing critical and non-critical incidents throughout the City, such as natural disasters, large community events, major crime scene investigations, and SWAT operations. This vehicle will also serve as a backup emergency communications center in the event that the Department's communications center suffers a catastrophic failure.





Once the Department has received delivery of the new mobile command vehicle, the existing vehicle will be submitted for sale or auction.

Beginning on January 1, 2022, AB 481 was codified in Government Code sections 7070 through 7075. AB 481 mandated Law Enforcement Agencies (LEA) to obtain approval from their applicable governing body via the adoption of a “military equipment” use policy by ordinance before the LEA funded, acquired, or used such equipment.

In 2022, the Oxnard City Council adopted the Oxnard Police Department Military Equipment Use Policy to allow the Oxnard Police Department to continue to use the equipment specified therein. The Policy exists in section 708 of the *Oxnard Police Department's Policy Manual* and is visible to the public on the Oxnard Police Department's website:

(<https://sites.google.com/oxnardpd.org/departments-policy-manual/departments-policy-manual>).

The Oxnard Police Department Policy section 708 states that “all future acquisitions of any item deemed to be “military equipment” under AB 481 will require a further public meeting, policy update, and council approval.”

Government Code 7070(c)5 defines command vehicles as “command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units” Therefore, this vehicle is considered “military equipment.” City Council must approve its purchase and use.

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

The cost of the mobile command vehicle will be \$700,094.75 for the chassis and outfitting from Emergency Vehicle Inc., with the remaining allocation of \$49,905.25 to be utilized for the purchase of radios, computers, and tethered unmanned aerial vehicle by a yet-to-be-identified vendor. The Police Department will work with the Purchasing Department to ensure all vendor selections and purchases follow the City of Oxnard Purchasing Policy. There is sufficient FY2022-23 budget available in the APRA Funds for this purchase.

For Finance Use Only: Lost Public Sector Revenue (Org. 3202131), Project M2214 - 22AR88 POLICE MOBILE COMND POST

COMMITTEE OUTCOME

The Community Services, Public Safety, and Housing & Development Committee passed this item 2-0 on January 10, 2023, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Timothy Kelley, Police Commander

ATTACHMENTS

1. 2022-2362 Community Services, Public Safety, Housing & Development Committee - January 10, 2023.pptx (1)
(1)

POLICE DEPARTMENT EMERGENCY MOBILE COMMAND VEHICLE PURCHASE

Community Services, Public Safety, Housing &
Development Committee
January 10, 2023

Oxnard City Council
February 7, 2023

Tim Kelley, Special Operations Commander
Oxnard Police Department

That the Community Services, Public Safety, and Housing and Development Committee recommend the City Council: (1) Approve and authorize the Purchasing Agent to execute a Purchase Order with Emergency Vehicles Incorporated (EVI) in the amount of \$698,513.91; and (2) Approve the purchase and use of the mobile command vehicle as military equipment as defined by California Government Code 7070(c)5.

That the City Council: (1) Approve and authorize the Purchasing Agent to execute a Purchase Order with Emergency Vehicles Incorporated (EVI) in the amount of \$698,513.91; and (2) Approve the purchase and use of the mobile command vehicle as military equipment as defined by California Government Code 7070(c)5.

- In March, 2022, City Council authorized the use of \$750,000 of American Rescue Plan Act (ARPA) funds to be utilized by the Oxnard Police Department for the purchase and up-fitting of a mobile command vehicle.
- This command vehicle will replace the Department's existing, antiquated command vehicle and will fulfill several critical Department missions.

- The Police Department's current command vehicle was purchased in 2000 and is no longer equipped with the relevant technology required to meet the Department's mission.
- The average service life expectancy for similar vehicles is approximately 20 years due to evolving technologies and the general unavoidable deterioration over time.



- This new mobile command vehicle will assist the Department in managing critical incidents throughout the City, such as natural disasters, large community events, major crime scene investigations, and SWAT operations.
- This vehicle will also serve as a backup emergency communications center







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www.evi-fl.com

- Upon receiving notification of funding, the Police Department contacted several vendors. EVI was selected due to its ability to meet the needs specified by the Department
- For the procurement of this vehicle, EVI will utilize Houston-Galveston Area Council (H-GAC) cooperative pricing
- Upon receiving this vehicle, the current command vehicle will be submitted for sale or auction

- This vehicle falls within the definition of “military equipment” as defined by Government Code 7070(c)5
- Section 7070(c)5 defines command vehicles as “command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.”
- Prior to acquiring any item deemed “military equipment”, the Department must receive approval from City Council
- Upon approval, this equipment will be listed in the Oxnard Police Department Military Equipment Inventory under policy section 708 and will be available to the public

- The cost of the mobile command vehicle will be \$698,513.91 for the chassis and upfitting from EVI.
- The remaining allocation of \$51,486.09 will be utilized for the purchase of radios, computers, and a tethered unmanned aerial vehicle by a yet-to-be-identified vendor.
- The Department will work with the Purchasing Department to ensure all vendor selections and purchases follow the City of Oxnard Purchasing Policy.

- Approve and authorize the Purchasing Agent to execute a Purchase Order with Emergency Vehicles Inc. in the amount of \$698,513.91
- Approve the purchase and use of this vehicle defined as “military equipment” under Government Code 7070(c)5



QUESTIONS



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

DATE: February 7, 2023
TO: Housing Authority
FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org
SUBJECT: First Amendment to Agreement A-8434 for Housing Professional Services.

RECOMMENDATION

That the Housing Authority Board of Commissioners Approve and authorize the execution of the First Amendment to Agreement A-8434 with Nan McKay & Associates, Inc. for Housing Choice Voucher case management services, increasing the amount from \$200,000 to \$400,000 and extending the term by one year

(The Community Services, Public Safety, Housing & Development Committee approved 2-0 on January 10, 2023)

BACKGROUND

The Housing Authority of the City of Oxnard manages a total of 1,904 Housing Choice Vouchers which provide housing assistance to low-income families. In March 2020, the Housing Authority of the City of Oxnard adopted a temporary operational plan in an effort to minimize the spread of COVID-19 and any disruption of services to participant families. Our offices were closed to the public, inspections were suspended, day to day business was conducted by telephone, fax or email, meetings were canceled, staff worked remotely on a rotational schedule, rent increases were halted and a series of cleaning and sanitization operations were delayed. All of these modifications to operations resulted in a significant backlog of inspections, certifications, new admissions, and rent increases. Simultaneously, the need for emergency housing services grew exponentially as the impact of COVID-19 continued to spread.

Through the American Rescue Plan Act of 2021, the Housing Authority of the City of Oxnard was awarded \$400,000 to help offset the costs of preventing and responding to the COVID-19 impact on families and individuals who lacked adequate housing. Around the same time, the Department of Housing and Urban Development created the Emergency Housing Choice Vouchers program to help public housing authorities respond to the housing crisis created by the pandemic. While the program is similar to the Housing Choice Voucher program, it intends to offer focused rental assistance to homeless persons and requires collaboration with the Continuum of Care of Ventura County, housing navigation support, and rapid turnaround time frames. The Housing Authority of the City of Oxnard applied for and was awarded Emergency Housing Vouchers. At no point during the pandemic did the agency stop assistance to participating families nor suspend the issuance of new vouchers.

In December 2021, many of the alternatives for numerous statutory and regulatory requirements to provide administrative flexibilities and relief to public housing authorities during the COVID-19 pandemic expired. This change required the Housing Authority of the City of Oxnard to resume its normal operations, which now included a backlog, expansion of programs, and new staff. The increase in workload was not manageable with existing staff levels. In addition, significant efforts were underway to transition to on-line platforms, which are part of the agency's response to the COVID-19 pandemic.

ANALYSIS

In order to optimize staffing levels and increase productivity, the Housing Authority of the City of Oxnard on November

22, 2021 issued a request for proposals for temporary staffing to support the City of Oxnard's Housing Choice Voucher Program.

Nan McKay and Associates, Inc.'s proposal was deemed the most responsive bid and on February 22, 2022, the Housing Authority of the City of Oxnard entered into an agreement with Nan McKay & Associates for the amount of \$200,000 (Agreement Number A-8434). This has afforded the Housing Authority of the City of Oxnard an opportunity to resume normal operations and address backlogs while focusing on other business aspects such as streamlining processes, moving towards on-line certifications, and staff training.

The pricing per full program management of case files for active program participants is \$195 and \$110 for new admission cases. The postage and mailing expenses are invoiced based on actual expenses incurred.

The scope of work includes:

1. Comprehensive file case management including annual recertifications, rent increases, interim income changes, and on-going case management
2. Waiting list and eligibility management including determining initial eligibility, briefing applicants, waitlist management and voucher issuance
3. Technical assistance
4. Transition to the on-line platform, known as Rent Café, for program participants to complete recertifications
5. Quality Control
6. Customer Service support for cases assigned to contractor

The Housing Authority of the City of Oxnard has assigned 1,200 files to Nan McKay & Associates for comprehensive management. With this added support, inspections are up to date, recertifications have been transitioned to the on-line platform, and all backlogs have been resolved. However, eight of the fourteen staff members are in the beginning stages of training, including the management team, development of policies and procedures are still underway for operating on a virtual platform, and the waitlist management function still needs to be addressed. For these reasons, the Housing Authority of the City of Oxnard is requesting approval to increase the contract amount from \$200,000 to \$400,000 and to extend the term by one year. This will allow the efficient processing and case management of the Housing Choice Voucher Program files while staff continues training and the remaining goals are completed.

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

There is sufficient FY22-23 budget available from the American Rescue Plan Act (ARPA) Housing Voucher Administration Support Program to cover the cost of the amendment. There is no financial impact to the General Fund.

For Finance Use Only: American Rescue Plan Act (Org. 2048105), Project G2216 - 22AR23 HSG VOUCHER ADMIN SUPPORT.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 2-0 on January 10, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Agreement A-8434
2. First Amendment to Agreement A-8434

Contractor/Vendor/Consultant: NAN MCKAY & ASSOCIATES, INC. **Agreement No:** A-8434

Address: 1810 GILLESPIE WAY #202, EL CAJON, CA 92020

Contact Name: DORIAN JENKINS **Email:** djenkins@nanmckay.com **Phone:** 619-937-4808 **INS-**

Committee Date: **Council Date:**

Committee Agenda #: **Council Agenda #:**

Department: <u>HOUSING</u>	Contingency Requested: \$ <u>N/A</u>
Project Manager: <u>BRENDA LOPEZ</u>	EISPM Funds ¹ Requested: \$ <u>N/A</u>
Phone: <u>805-385-8092</u>	Value of Agreement : \$ <u>200,000</u>
Email: <u>brenda.lopez@oxnard.org</u>	Amendment No: <u>N/A</u>
Type of Agreement: <u>PROFESSIONAL SERVICES</u>	Value of Amendment: \$ <u>N/A</u>
Business Tax Cert No. _____	Current Agr. Val. (w/amendments) \$ <u>200,000</u>
Secretary of State ID: _____	P.O. No. (if existing agreement): <u>N/A</u>
Agreement Term: <u>ONE YEAR</u>	Req. No. (if new agreement): _____
Termination Date: <u>02/21/23</u>	Funding Source: <u>ARPA</u>
Bid No.: <u>RFHA-22-51</u>	Account No. ² : <u>276-5170-826.82-09 PROJECT #22AR23</u> <u>Fund Bal Avail. w/in prj. as of 2/10/22: \$400K</u>
	NSS Control #: _____

Purpose of Agreement/Amendment: PROVIDE CASE MANAGEMENT SERVICES FOR VOUCHER PROGRAMS

1. Project Manager
2. Division Manager
3. Assistant Department Director
4. Department Director
5. General Accounting (for Leases only)
6. Budget Management
7. Risk Management³
8. City Attorney
9. Contractor/Vendor/Consultant (signs contract; no need to initial this form)
10. Buyer⁵
11. Purchasing Manager⁶
12. City Manager/ACM⁷
13. Mayor⁸
14. City Clerk⁹

Initials	Date
BC	1/31/22
N/A	N/A
N/A	2/1/22 BC
N/A	N/A
JR	2/2/22

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: 02/22/2022
- (2) Consultant: NAN MCKAY & ASSOCIATES, INC.
- (3) Services: CASE MANAGEMENT SERVICES FOR VOUCHER PROGRAMS
- (4) Schedule of Services: SEE SCHEDULE OF SERVICES EXHIBIT:
- (5) Agreement Ending Date: 02/21/2023
- (6) Total Agreement Amount: \$200,000
- (7) City's Project Manager: BRENDA LOPEZ, HOUSING PROGRAMS MANAGER
- (8) Consultant's Project Manager: DORIAN JENKINS
- (9) Insurance Coverage: INS-[letter]
- (10) Addresses for Notice:
- | | |
|---|---|
| <i>FOR CONSULTANT:</i>

1810 GILLESPIE WAY #202
EL CAJON, CA 92020
Attn: DORIAN JENKINS | <i>FOR CITY:</i>

435 SOUTH D STREET
OXNARD, CA 93030
Attn: BRENDA LOPEZ, PROGRAM MANAGER |
|---|---|
- (11) Contact Emails:
- | | |
|---|---|
| <i>CONSULTANT'S PROJECT
MANAGER:</i>

djenkins@nanmckay.com | <i>CITY'S PROJECT MANAGER:</i>

brenda.lopez@oxnard.org |
|---|---|

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

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Schedule of Services Exhibit
- ☐ Insurance Exhibit (INS-[letter])

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

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

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

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

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

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

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

14. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 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. 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 Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

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 completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

18. Documents and Materials.

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

dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

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

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

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

e. This Section 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

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

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

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not

subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed: provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

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

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

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

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

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

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

k. This Section 19 shall survive the termination of this Agreement.

20. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

21. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity,

gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

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

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

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

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 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.

The parties agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

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

☐ John C. Zaragoza, Mayor ¹	_____	Date
☐ Alexander Nguyen, City Manager	_____	
☐ Daniel Wilhite, Purchasing Manager	_____	
☐ name , Buyer	_____	

ATTEST:

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

APPROVED AS TO FORM:

_____ Stephen M. Fischer, City Attorney (always required)	_____	Date
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NAN MCKAY AND ASSOCIATES, INC.

DocuSigned by:

John McKay

1/25/2022

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John McKay, Chief Executive Officer

DocuSigned by:

Michael Petro

1/25/2022

7FED244722E64A1...

Mike Petro, VP, Finance

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.

The parties agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

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

NAN MCKAY AND ASSOCIATES, INC.


☐ John C. Zaragoza, Mayor¹
☒ Alexander Nguyen, City Manager
☐ Daniel Wilhite, Purchasing Manager
☐ [name], Buyer


 Date

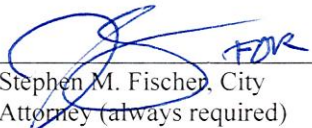
 John McKay, Chief Executive Officer Date

 Mike Petro, VP, Finance Date

ATTEST:

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

APPROVED AS TO FORM:


 Stephen M. Fischer, City Attorney (always required)


 Date

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

SCOPE OF SERVICES EXHIBIT

The Agency is seeking proposals from entities ("Contractor") to provide remote recertification, intake, and complete case management services ("Services") to a portion of the OHA's Housing Choice Voucher, Mainstream Voucher, VASH and/or Family Unification households. The services shall include but not be limited to, completing the following tasks utilizing the agency's software (YARDI) in a HUD-compliant manner:

- Waiting list and eligibility
 - Managing wait lists
 - Determining initial eligibility
 - Briefing applicants and issuing vouchers
 - Generating and executing all required forms for the Housing Assistance Payment Contract between the OHA and Landlord
- Comprehensive case management
 - Conducting annual and interim recertifications, including collection and review of the required documentation, income calculations, and calculation of housing assistance payments
 - Accurately document all processes and communications in the appropriate electronic file, concluding with the 50058 submission to HUD
- Technical assistance to integrate, customize, and establish procedures to begin processing applications and on-going case management on the OHA's software, YARDI
- Implementation support to customize, integrate, and establish procedures to deploy completing all actions via RentCafé: Intake, Interim, Certification, and Recertification Workflows

The Services shall be provided in accordance with all applicable laws and in a manner consistent with industry best practices. The OHA reserves the right to increase or decrease the amount of cases assigned to the Contractor on a monthly basis with a minimum of 30-days' notice. In addition,

- The Contractor shall use OHA's housing software, letters, forms, systems, e-mail addresses and reports. The format of all forms and letters sent to participants shall be approved by the OHA. The OHA uses YARDI software.
- The Contractor shall establish and maintain electronic files in OHA's software. The files shall be maintained by the Contractor's staff in a manner that allows assessment of status in real time by the OHA. The Contractor shall shred all hard copy files once scanned.
- The Contractor will use HUD's five levels of verification. Contractor will access EIV to verify income. When up front income verification is not available, Contractor will send employment verification forms to the employers. If the Contractor is unable to obtain "Written Third Party" verification, the Contractor will contact the employer via telephone for an "Oral Third Party" verification. The Contractor will also utilize "Document Review" and use documents provided by the participant. When none of the previous mentioned methods are successful or available, the Contractor may use a "Tenant Declaration" as the last resort.

- The Contractor shall provide translation/language services as needed by participants with the contractor being reimbursed for actual cost of services.
- The Contractor's logo shall appear on status reports to the OHA and monthly billings, however; all materials produced by the Contractor for participants will appear as though they are the OHA's materials.

The Contractor shall assign a Project Manager to act as the point of contact for the OHA regarding services provided. The Project Manager shall manage and supervise the completion of the services to include but not limited to:

- Quality control reviews of each Contractor-assigned housing specialists' work.
- A sample of 10% of annuals/interims processed on monthly basis shall be reviewed by the Project Manager. If there are more than 2% of files containing errors, an additional 5% shall be reviewed.
- Communicate with the OHA's management team to provide updates and ensure that all deadlines are met and applicable policies are followed.
- Provide OHA a monthly status report.
- Troubleshoot issues on behalf of the Contractor's staff such as IT issues related to remote access to systems, and coordinate with the agency's IT or contract managers directly in order to resolve issues in a timely manner.

RATES AND COSTS EXHIBIT

Pricing includes remote services only and is contingent upon OHA's ability to grant NMA adequate remote systems and file access. NMA will invoice OHA for actual postage and mailing expenses incurred related to the performance of the proposed services.

Remote Service	Cost
Full case management <i>Includes annual reexaminations, interim reexaminations, contract rent increases, rent reasonableness, EIV reporting & follow-up, PIC corrections & reporting, and call center services.</i>	\$195.00 per case <i>Monthly invoicing is based on the total number of cases divided by twelve (12).</i>
Waiting list & eligibility determination	\$110.00 per transaction

SCHEDULE OF SERVICES EXHIBIT

Nan McKay & Associates, Inc. (NMA) is prepared to provide the Oxnard Housing Authority (OHA) with remote case management services for its housing choice voucher (HCV) and other voucher programs. For the proposed project, the NMA team will provide the following remote services in compliance with OHA's administrative plan and any other applicable policies.

Throughout the duration of NMA's partnership with OHA, our team will always be accessible and available to respond to OHA's needs. Our team will submit biweekly processing reports to OHA, conduct biweekly update calls with OHA, distribute meeting minutes following each session, and upon request, provide status reports more frequently or with alternate details. We use OHA's forms, letters, systems, and email addresses, delivering a seamless transition with no interruption to families.

Please note that NMA does not provide translation services. If translated versions of forms and letters are required, OHA must supply them. NMA's call center provides staff fluent in both English and Spanish.

- Initiate annual recertification process 90–120 days before effective date.
 - Complete transactions via mail, email, or fax.
 - Contact clients regarding missing documents (e.g., follow-up calls, emails, and letters/notifications).
 - Transfer completed documents to OHA in digital format.
 - Conduct thorough review of Application for Continued Eligibility (ACE).
 - Follow HUD's verification hierarchy to verify income and assets.
 - Complete calculations.
 - As applicable, communicate outcomes via NMA's portal, email, and mail at least thirty (30) days before the transaction effective date.
 - Document all transactions in NMA's tracking tool and OHA's software system.
-
- Receive interim and rent increase requests via mail, email, fax, or uploaded from OHA.
 - Determine rent reasonableness for rent increase requests.
 - Complete transactions within thirty (30) days of receiving all required information.
 - Update all applicable systems with file memos detailing the transaction status.

- Manage OHA waiting lists (WL).
 - Select families from the WL in accordance with OHA's administrative plan.
 - Determine eligibility for the HCV program.
 - Complete briefings and issue vouchers.
- Utilize NMA's current process and procedures for completing transactions in Yardi.
All work product will be completed in Yardi.
NMA is well versed in Yardi Rent Café and has established processes for using this software system.
- Respond directly on behalf of OHA on general complaints and questions.
 - Provide a direct line for HCV clients to call regarding their case.

INSURANCE EXHIBIT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Spectrum Risk Management 74 Discovery Irvine, CA 92618	CONTACT NAME: Account Manager PHONE (A/C, No, Ext): 949-756-5730 E-MAIL ADDRESS: office@spectrumrisk.com FAX (A/C, No): 949-756-5740
www.spectrumrisk.com 0C77485	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Federal Insurance Company INSURER C: The Hanover Insurance Company INSURER D: Aspen American Insurance Company INSURER E: INSURER F:
INSURED Nan McKay and Associates, Inc. 1810 Gillespie Way #202 El Cajon CA 92020	NAIC # 20443 20281 22292 43460

COVERAGES **CERTIFICATE NUMBER:** 67174823 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	☒	☒	5094620901	9/25/2021	9/25/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	☒	☒	6025383632	9/25/2021	9/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			5094621188	9/25/2021	9/25/2022	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒	☒	7183-27-75	9/25/2021	9/25/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			596375059	9/25/2021	9/25/2022	\$5,000,000 Per claim/Agg. Retention \$25K
A	Network Security/Privacy/Media Liab			652339992	5/19/2021	5/19/2022	\$5,000,000 Per claim/Agg.- Retention \$25K
C	Crime coverage- Client Property			BD3 1007035 09	5/4/2021	5/4/2022	\$1,000,000 limit/ Retention \$10K
D	Employment Practices Liab-3rd party			DSUMLP00219722	1/15/2022	1/15/2023	\$1,000,000 Each claim- Retention \$250K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)

City of Oxnard, its City Council, officers, employees, agents and volunteers are additional insureds with respect to the general liability, auto liability per the attached carrier forms. Waiver of subrogation applies to the general liability, auto liability and employers liability per the attached carrier forms. Primary and non-contributory wording applies per the attached carrier form.

CERTIFICATE HOLDER City of Oxnard Insurance Compliance PO BOX 100085-0X Duluth GA 30096	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jim Waterhouse
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ACORD 25 (2016/03)

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BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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H.	Waiver of Subrogation – Blanket

I. BLANKET ADDITIONAL INSURED PROVISIONS**A. ADDITIONAL INSURED – BLANKET VENDORS**

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a **"written contract"** to provide insurance, but only with respect to **"bodily injury"** or **"property damage"** arising out of **"your products"** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. **"Bodily injury"** or **"property damage"** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- h. **"Bodily injury" or "property damage"** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
 4. This provision 2. does not apply if **"bodily injury" or "property damage"** included within the **"products-completed operations hazard"** is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSURED

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.j. below whom you are required to add as an additional insured on this policy under a **"written contract."**
2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such **"written contract;"**
 - b. Coverage broader than required by such **"written contract"** and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for **"bodily injury" or "property damage"** included within the **"products-completed operations hazard."** But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph 3.j. below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for **"bodily injury," "property damage" or "personal and advertising injury"** as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for **"bodily injury," "property damage," or "personal and advertising injury"** as grantor of a franchise to you.

d. **Lessor of Equipment**

Any person or organization from whom you lease equipment, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** caused in whole or in part by your maintenance, operation or use of such equipment, provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury"** takes place prior to the termination of such lease.

e. **Lessor of Land**

Any person or organization from whom you lease land, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. **Lessor of Premises**

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. **Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance, or use of a premises by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. **State or Political Subdivisions**

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or
- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
 - (a) **"Bodily injury," "property damage" or "personal and advertising injury"** arising out of operations performed for the state or government agency or subdivision or political subdivision; or
 - (b) **"Bodily injury" or "property damage"** included within the **"products-completed operations hazard."**

With respect to this provision's requirement that additional insured status must be requested under a **"written contract,"** we will treat as a **"written contract"** any governmental permit that requires you to add the governmental entity as an additional insured.

- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds;
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
- e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) **"Bodily injury"** or **"personal and advertising injury"** to any fellow employee or to any natural person listed in paragraphs a. through d. above;
- (2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of **"Bodily injury"** is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under **Businessowners Liability Conditions**, the Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such **"occurrence,"** offense, claim or **"suit"** is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any **"executive officer"** or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.



D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a), (b) and (c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"**Property damage**" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item 5. **Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- (1) Not done intentionally by or at the direction of:

- (a) The insured; or

- (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

- (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY-
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph **H. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXTENDED COVERAGE ENDORSEMENT – BA PLUS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to

- b. \$1,800 maximum, in lieu of \$600.

D. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

E. Personal Property

The following is added to **Section III, Paragraph A.4.**

- c. We will pay up to \$500 for loss to **Personal Property** which is:

- (1) Owned by an "insured"; and
- (2) In or on the covered "auto."

This coverage applies only in the event of a total theft of your covered "auto."

This insurance is excess over any other collectible insurance and no deductible applies.

F. Rental Reimbursement

The following is added to **Section III, Paragraph A.4.:**

- d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

- 1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- (a) The number of days reasonably required to repair or replace the covered "auto"; or,
- (b) 15 days.

- 2. Our payment is limited to the lesser of the following amounts.

- (a) Necessary and actual expenses incurred; or,
- (b) \$25 per day subject to a maximum of \$375.

- 3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

- 4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

G. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision **G.e.(1)** will be subject to a limit of \$750 per "accident."

H. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

I. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution In Value

The following is added to **Section III, Paragraph B.6.**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
 - (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

Section IV, Paragraphs 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

**WC 124
(4-84)**

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on

(DATE)

09/25/2021

Policy No.

7183-27-75

of the

Continental Casualty Company

issued to

Nan McKay and Associates, Inc.

Endorsement No.

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.*

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

Schedule

**BLANKET WAIVER ANY PERSON OR
ORGANIZATION FOR WHOM THE
NAMED INSURED HAS AGREED BY
WRITTEN CONTRACT TO FURNISH
THIS WAIVER**

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment (“First Amendment”) to the professional services agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 1st day of February, 2023, by and between the City of Oxnard, a municipal corporation (“City”), and Nan McKay & Associates, Inc. (“Consultant”). This First Amendment amends the Agreement entered into on February 22, 2022, by City and Consultant.

City and Consultant agree as follows:

1. The date in Section 5 of the Cover Page of the Agreement is hereby amended to “February 21, 2024.”
2. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to “\$400,000.00.”
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

NAN MCKAY AND ASSOCIATES, INC.

☐ John C. Zaragoza, Mayor¹ Date

☐ Alexander Nguyen, City Manager

☐ Jennifer Yates, Purchasing Manager

☐ Patricia Garcia, Buyer

John McKay, Chief Executive Officer Date

Michael Petro, V.P. Finance Date

ATTEST:

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

APPROVED AS TO FORM:

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



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4

DATE: February 7, 2023
TO: City Council and Housing Authority
FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org
SUBJECT: First Amendment to Agreement 9660-22-HO for Housing Contracts Administration Services.

RECOMMENDATION

1. That the City Council approve and authorize the execution of a First Amendment to Agreement 9660-22-HO with Michael Baker International to increase the not to exceed amount on their contract from \$120,000 to \$481,000; and
2. That the Housing Authority Board of Commissioners approve and authorize the Chairperson to use up to \$164,000 in Housing Authority Funds to pay for Housing Contracts Administration Services under Agreement 9660-22-HO.

(The Community Services, Public Safety, Housing & Development Committee approved 2-0 on January 10, 2023.)

BACKGROUND

On February 25, 2022, the City of Oxnard issued Request for Proposals Number HO22-92 for On-Call Housing Contracts Consulting services. Bidders were asked to respond with a proposal for all or one of the following on-call services:

1. Environmental compliance;
2. Labor Compliance Monitoring of Affordable Housing Developments and Capital Improvement Projects;
3. Monitor projects with long-term project performance periods;
4. Project Management Services;
5. Oversight and administration of various City and Housing Authority Housing contracts.

The City of Oxnard received two responsive bids from Raney Planning & Management, Inc and Michael Baker International by the March 25, 2022, closing date. Raney submitted a proposal to provide labor compliance monitoring services while Michael Baker submitted a proposal for environmental and labor compliance monitoring services. Staff selected both bidders and executed contracts with each bidder in June 2022 for labor compliance monitoring services. However, Michael Baker's contract also includes environmental and federal Section 3 compliance services.

The total contract amount for the Michael Baker International contract is \$120,000. The total contract amount for Raney Planning & Management is \$80,000. The Housing Authority may also elect to use the services under either contract.

DISCUSSION

Staff anticipates that at least six housing developments, funded in part with Federal, State, or local funds will begin construction over the next three years and require labor compliance and environmental compliance services. This includes the following projects:

1. The Etting Road Apartments is a 100% affordable fifty-six-unit rental development located at 2161 East Etting Road, in Oxnard to be built by Cabrillo Economic Development Corporation. The contribution from the City of Oxnard is \$1,854,000 in federal HOME funds and the Housing Authority of the City of Oxnard will allocate thirteen VASH project-based vouchers. A twenty-four-month construction schedule is anticipated starting in July 2023. This project will require labor and Section 3 compliance monitoring services at an estimated cost of \$71,000.
2. Cypress Place is a 100% affordable ninety-unit rental development located at 5482 and 5536 Cypress Road in Oxnard to be built by Peoples Self Help Housing. The contribution of the City of Oxnard is \$1,600,000 in federal HOME funds and \$1,500,000 in federal Community Development Block Grant funds. A twenty-four-month construction schedule is anticipated starting in February 2023. This project will require labor and Section 3 compliance monitoring services at an estimated cost of \$69,000.
3. Las Cortes is a 100% affordable 109-unit rental development located near the corner of Rose Ave and 1st Street in Oxnard to be built by Urban Housing Communities. The contribution from the Housing Authority of the City of Oxnard is eighty project-based vouchers. A twenty-four-month construction schedule is anticipated with the earliest potential start date in December 2023. This project will require labor and Section 3 compliance monitoring services at an estimated cost of \$69,000.
4. The Althea Apartments project will reconstruct eight public housing units lost in a fire in 2019. The project is located at 1361-1375 Althea Court in Oxnard and is estimated to begin construction in 2023 with an estimated twelve-month construction period. Funds from an insurance claim on the property will pay for a portion of the cost to rebuild the units, any additional funding necessary to rebuild the units will be paid with federal grant funds. In addition to labor compliance and Section 3 monitoring, this project may also require an environmental assessment to be completed prior to any construction activities taking place on site. The total estimated cost is \$89,000.
5. Gabriel's House is an existing transitional housing project located at 1450 South Rose Avenue in Oxnard and will be rehabilitated by the City of Oxnard at an estimated cost of \$900,000 in federal Community Development Block Grant funds. The estimated five-month construction schedule is anticipated to begin in 2023. This project will require labor and Section 3 compliance monitoring services at an estimated cost of \$18,000.
6. The 2nd and B Overnight Shelter Tenant Improvements is a 110-bed homeless shelter located on the ground floor of a five-story building known as the Homeless Solutions Center will be built by Community Development Partners. The project is located at 241 West Second Street in Oxnard. The City of Oxnard will contribute \$347,528 in Permanent Local Housing Allocation funds and an additional \$4,399,213 in local Measure O funds. The estimated construction time is six-months starting in the Fall of 2023. This project will require labor compliance monitoring services at an estimated cost of \$27,000.

Staff also anticipates that further environmental compliance services will be required for future projects over the next three years. Staff requests an allocation of \$18,000 for on call environmental services inclusive of \$6,000 for future housing authority funded projects, \$6,000 for future Community Development Block Grant funded projects, and \$6,000 for future HOME funded projects.

To pay for all of the above-described services staff requests authorization to increase the existing Michael Baker contract amount from \$120,000 to \$481,000.

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

State and Federal grants are available to cover the expenses of the consulting services described in this report. To move the funds to the associated projects, on February 21, 2023 as part of the Council's consideration of Housing's mid-year reallocation budget, staff is seeking Council's approval for the use of \$118,400 in HOME funding for the Etting Road

Project, the Cypress Place Project, and on-call consulting services, as well as \$51,600 in CDBG funding for services associated with the Cypress Road project, the Gabriel's House project, and on-call consulting services. Therefore, the use of HOME and CDBG funds to pay for consulting services under this amendment to the Michael Baker contract is contingent on City Council approval of the mid-year reallocation budget of HOME and CDBG funds at the February 21, 2023 Council meeting. The funding for the Las Cortes and Althea Labor Compliance has funding available in the Housing Authority Central Fund and no further action from the Board of Commissioners is necessary to utilize those funds. The Housing Authority Capital fund has funding available for the Althea Environmental Assessment and the on-call consulting services and no further action from the Board of Commissioners is necessary to utilize those funds. Lastly, the Permanent Local Housing Allocation funding is already in place for the 2nd and B Overnight Shelter project.

For Finance Use Only: \$118,400 - HOME Fund (Org. 2028101), Project G2009 - 775221 ADMIN&PLAN, \$51,600 - CDBG Fund (Org. 2018101), \$27,000 PLHA (Org. 2208101), Project M2102 - 215101 PLHA NAV.CENTER DEV&ADMIN, \$164,000 - Hsg. Authority/Non-City Funds.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 2-0 on January 10, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Agreement 9660-22-HO for Housing Contracts Administration Services
2. First Amendment to Agreement 9660-22-HO

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

- (1) Agreement Start Date: June 13, 2022
- (2) Consultant: Michael Baker International, Inc.
- (3) Services: Housing Contracts Administration
- (4) Schedule of Services: See Schedule of Services Exhibit, which is attached and incorporated herein
- (5) Agreement Ending Date: June 13, 2025
- (6) Total Agreement Amount: \$120,000
- (7) City's Project Manager: Emilio Ramirez, Housing Director
- (8) Consultant's Project Manager: Damien Delany, Department Manager, Housing
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:
- | | |
|--|--|
| <i>FOR CONSULTANT:</i>
3670 Kilroy Airport Way, Suite 270
Long Beach, CA 90806
Attn: Damien Delany
Department Manager, Housing | <i>FOR CITY:</i>
435 South D Street
Oxnard, CA 93030
Attn: Emilio Ramirez
Housing Director |
|--|--|
- (11) Contact Emails:
- | | |
|---|--|
| <i>CONSULTANT'S PROJECT MANAGER</i>
ddelany@mbakerintl.com | <i>CITY'S PROJECT MANAGER:</i>
emilio.ramirez@oxnard.org |
|---|--|

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

- ✓ Scope of Services Exhibit
- ✓ Rates and Costs Exhibit
- ✓ Insurance Exhibit (INS-A)

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, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-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.

9. 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.

10. 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 Vendor 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.

11. 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.

12. 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. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 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.

13. 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.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys’ fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, “Claims”), to the extent that the Claims arise out of, pertain to, or

relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

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

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. 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.

16. 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 16.

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 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all 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. All Documents and Materials shall be considered Confidential Information and 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.

c. 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.

d. 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. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. 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.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. 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 19.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 Indemnities from and against all Claims arising from or relating to any unauthorized assignment.

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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 relief 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.

35. 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.

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

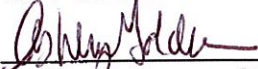
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

38. Electronic Transmission Of Contract And Signature. The parties agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7

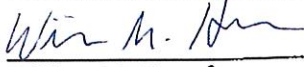
[Signatures on next page]

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

 6/9/22
☐ John C. Zaragoza, Mayor¹ Date
☒ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager
☐ Buyer

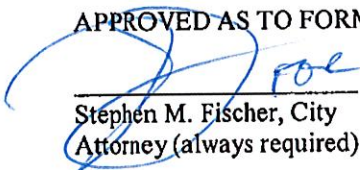
Michael Baker International, Inc.

 6/8/2022
 William M. Hoose² Date
 Associate Vice President

ATTEST:

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

APPROVED AS TO FORM:

 6/9/22
 Stephen M. Fischer, City Attorney (always required) Date

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

² The City requires the following for any contract:

- a) For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- b) For an LLC, the signatures of at least two managers of the LLC; or
- c) 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.

SCHEDULE OF SERVICES EXHIBIT

Environmental and NEPA Compliance

Consultant shall provide NEPA documentation compliance services in accordance with HUD NEPA regulations at Title 24, Part 58 of the Code of Federal Regulations (24 CFR Part 58), as well as the technical studies/reports required to address HUD standards (such as technical studies related to air quality, noise abatement, cultural resources and NHPA Section 106 compliance, and Floodplain Management 8-Step Process reports). As needed, Consultant shall prepare multiple CEQA and NEPA documents for HUD-assisted affordable housing projects for the City to identify and address issues early in the process, conduct technically adequate and complete environmental analysis, create reader friendly environmental documents, and openly communicate with the City to ensure needs and expectations are met throughout the process. Consultant's work plan for completing NEPA documentation for a HUD-assisted project is described below.

In general, for projects funded, in part or in whole, by HUD-programs and do not fall into the categories of projects categorically excluded or exempt from NEPA evaluation per 24 CFR 58.34 and 24 CFR 58.35, Consultant shall prepare an Environmental Assessment (EA), the content of which would be consistent with HUD's recommended format for conducting EAs pursuant to 24 CFR 58. The analysis shall include all required determinations and compliance documentation for the laws and authorities at 24 CFR 58.6 and 58.5, as well as an analysis of additional factors, including the project's impacts on land development, socioeconomic factors, community facilities and services, and natural features. The following are the primary sections of the EA: Purpose and Need, Project Description, Existing Conditions and Trends, Statutory Checklist, Environmental Assessment Checklist, and Alternatives to the Proposed Action. An EA shall also include several HUD-required summary sections, including mitigation measures, additional studies performed, and list of sources, agencies, and persons consulted. Consultant has in-house experts that will prepare required technical studies and assist with required consultations to support the NEPA EA, including air quality specialists, noise specialists, and cultural resources specialists.

Upon preparation of the finalized public draft EA, Consultant shall prepare a combined Notice of Finding of No Significant Impact and Notice of Intent to Request a Release of Funds (FONSI and NOI/RROF) and shall assist the City with the publication and public review process. Following the public review period, Consultant shall assist the City with preparation of the Request Release of Funds and 7015.15 Certification Form required to be submitted to HUD along with the Environmental Review Record (ERR) for their review and approval.

John Bellas will serve as Project Director for the NEPA documentation prepared for the City with Brent Schleck, serving as the day-to-day Project Manager for NEPA documentation. As stated above, Michael Baker also has a full range of in-house NEPA/CEQA generalists and technical experts, such as land use and urban planners, traffic/transportation engineers, historians, archaeologists, biologists, air quality and noise scientists, hazardous material investigators, greenhouse gas/climate change specialists, hydrologists, water/wastewater engineers, landscape architects, and GIS specialists that could be utilized if a project required such expertise to address HUD's environmental requirements.

Labor Compliance:

Consultant shall monitor and enforce labor compliance and Section 3 requirements for two City funded construction projects. The construction work is expected to start June 13, 2022, and anticipated to complete in 24 months for both projects combined. Additional projects may be assigned, as needed. It is with this understanding of the project that Michael Baker has prepared the technical approach that follows.

Task 1. Pre-Construction

Michael Baker will assist the City with preparing the applicable project award documents that conform with the standards of the Office of Federal Contract Compliance Programs and any other applicable State, local, or HUD guidelines. Michael Baker staff will verify that the contractors are state licensed and bonded, maintain applicable workers compensation, and do not appear on the list of parties excluded from federal procurement or non-procurement programs. Michael Baker will coordinate the pre-construction meeting according to the City's availability.

During the preconstruction meeting, Michael Baker staff will highlight any important labor standards requirements and disclose any changes or amendments to the requirements. Michael Baker will assist the contractors with the pre-construction compliance forms and ensure that the compliance forms reflect satisfactory level of information.

Deliverables: Applicable contract award documents, applicable prevailing wage decision, Section 3 Bid Evaluation, Section 3 Commitment and Economic Opportunity Plan, and Welcome Package.

Task 2. Construction

Certified Payroll Reporting – Michael Baker will collect and review weekly payrolls from each contractor on the project, this will include all lower tier subcontractors. Michael Baker will ensure that payrolls have been properly completed and reflect correct information such as trade/classification and group/period number, appropriate wage rates, fringes, and deductions. To reconcile craft hours, Michael Baker may also collect and review payroll supporting documents such as inspector logs, daily job logs, timesheets, and sign-in sheets.

Michael Baker will ensure that all contractors are employing and working apprentices in ratios that conform to the apprenticeship regulations. For each apprentice reported on payroll, documentation will be obtained to prove apprentices and trainees are registered with an approved apprenticeship program and hold current status throughout the construction phase of project.

Weekly Payroll Log – Michael Baker will update this log to track the trades, wages, weekly labor hours, and Section 3 Worker and Targeted labor hours. This log will serve as a tool to track payroll information and status of the applicable contractor's status of the Section 3 contractual goals.

Section 3 Worker and Targeted Worker Certifications – Michael Baker will collect and verify certifications for each craftworker listed on the applicable contractor payrolls. Michael Baker will verify if each craftworker is qualified to be counted towards the project-wide and Contractor-specific goals.

Site Visits – Michael Baker will conduct verifications of contractors working onsite. We will keep a log of verifications to confirm that all contractors are submitting labor compliance documents and payrolls. Michael Baker will also conduct weekly onsite craftworker interviews to ensure that craftworkers feel that they are being paid the appropriate wage rate and fringes for their trade/classification. Michael Baker will conduct follow-up interviews with the same craftworkers to confirm that the wages/fringes being paid are no less than the applicable wage determination. Michael Baker will also verify that the required federal and state employee posters and DBA wage rates are posted onsite.

Status Report – Michael Baker will provide a monthly Labor Compliance Status Report that will outline each contractor's compliance status with the project. Report will contain detailed description of contractors' delinquencies, discrepancies (suspected violation), clearance of issues and recommendation for payment withhold for outstanding discrepancy/delinquencies. Payment withhold will be recommended when a contractor fails to respond and submit documents in a timely manner.

Additional Reports – Michael Baker will prepare the Semi-Annual and Annual HUD reports on behalf of the City.

Progress Meetings – Michael Baker will participate in progress meetings to provide status report of overall project compliance status and contractor-specific compliance status.

Project Compliance Files – All written documentation provided by Michael Baker for the purpose of labor compliance and Section 3 reporting to the City will be concise and organized in a manner that will be easily understood. All files related to the assigned project will be organized and ready to submit at the request from the City.

Deliverables: Project Compliance Files – originals and electronic copies, Weekly Payroll Log, Section 3 Reporting and Certifications, Onsite Employee Interviews, Craftworker Interview forms, and Labor Compliance Status Reports.

Task 3. Post-Construction

Once the construction has been completed, Michael Baker will work with contractors to properly close out their labor compliance and Section 3 requirements with the Project. If any issues arise during the time of compliance close-out, Michael Baker will notify the City. Michael Baker will work with contractors to remedy issues and assist contractors to submit their final compliance documents in a timely manner.

Michael Baker will advise the City when the labor compliance requirements have been satisfied and work with City in support of retention payment to the contractor.

Once the labor compliance files are complete, Michael Baker will prepare a HUD Audit Files that will contain the necessary compliance documents to satisfy the HUD's project compliance files guidelines. If it is requested by the City, Michael Baker will present the labor compliance files during the audit and walk the auditor through the entire project files and answer any questions. If the auditor requests any additional documentation, Michael Baker will gather the information and submit it to the auditor for final file review approval. Once final approval is received, Michael Baker will deliver the entire labor compliance files to the City by the desired method of delivery.

In adhering to the RFP's Approach and Understanding, Michael Baker will provide labor compliance and Section 3 monitoring in a manner that minimizes the demands placed on the City staff.

Deliverables: Project Labor Compliance Files, Section 3 Final Reports, HUD Audit Files, Semi-Annual Labor Standards Enforcement Report, Annual Report of Contract and Subcontract Activity

RATES AND COSTS EXHIBIT

Consultant shall provide the services contemplated under this Agreement at the rates established in the Environmental and NEPA Compliance Fee Schedule and the Labor Compliance Fee Schedule on the pages to follow.

Environmental and NEPA Compliance Fee Schedule

Michael Baker
INTERNATIONAL

PROPOSAL FOR ENVIRONMENTAL/NEPA COMPLIANCE SERVICES
On-Call Housing Contracts Consulting Services for RFP #H022-92

FEE PROPOSAL

ENVIRONMENTAL SERVICES \$ per Hour

John Bellas, Department Manager..... 240

Brent Schleck, Senior Environmental Planner..... 140

Michael Baker
INTERNATIONAL

2022 Rate Schedule

Effective January 2022 through December 2022

Comprehensive Planning Services

Project Director/Advisor	\$185 - \$250
Principal Planner	\$155 - \$205
Project Manager	\$135 - \$180
Assistant Project Manager	\$125 - \$155
Senior Planner	\$120 - \$150
Land Use Planner	\$120 - \$130
Associate Planner	\$95 - \$120
Assistant Planner	\$85 - \$95
Planning Technician	\$65 - \$75

Environmental Services

Project Director/Advisor	\$180 - \$225
CEQA Project Manager	\$125 - \$175
Senior Environmental Planner	\$120 - \$150
Associate Environmental Planner	\$95 - \$120

Urban Design & Revitalization

Project Director/Advisor	\$180 - \$225
Senior Urban Designer	\$165 - \$180
Urban Designer	\$105 - \$130

Transportation Services

Project Director/Advisor	\$180 - \$225
Transportation Planner	\$150 - \$180

Public Outreach

Project Director/Advisor	\$180 - \$225
Senior Public Information Officer	\$120 - \$150
Public Information Officer	\$90 - \$120
Public Engagement Coordinator	\$90 - \$120

Creative Services

Graphics Production Manager	\$125 - \$145
Graphic/Web Designer	\$80 - \$115

Grant Writing

Principal Grant Writer	\$80 - \$125
Assistant Grant Specialist	\$70 - \$90

SMARA Services

Geologist	\$150 - \$185
Senior Inspector	\$120 - \$150
Associate Inspector	\$100 - \$120

Sustainability

Project Director/Advisor	\$180 - \$225
Principal Climate Change Analyst	\$145 - \$165
Program Manager	\$130 - \$160

Conservation & Resource Planning

Project Director/Advisor	\$180 - \$225
Senior Conservation Planner	\$110 - \$125
Conservation Planner	\$95 - \$120

Biology

Project Director/Advisor	\$180 - \$225
Senior Biologist	\$120 - \$150
Associate Biologist	\$90 - \$120

GIS

GIS Manager	\$125 - \$145
GIS Analyst	\$95 - \$115

Housing & Community Development

Project Manager	\$125 - \$170
Senior Planner	\$115 - \$145
Community Development Specialist	\$95 - \$110
Community Development Technician	\$75 - \$90

Management Services

Principal	\$225 - \$275
Associate Principal	\$195 - \$225
Senior Associate	\$180 - \$225

Municipal Finance

Project Director/Advisor	\$180 - \$225
Municipal Finance Manager	\$145 - \$165
Municipal Finance Coordinator	\$125 - \$145
Municipal Finance Analyst	\$85 - \$125

Meeting Facilitation

Facilitation Services	\$115 - \$175
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Administrative Services

Technical Editor	\$85 - \$125
Administrative Support	\$65 - \$95

Reimbursable expenses and subconsultants are billed at cost plus 10% administrative mark-up.

Rates are subject to a 3% increase each year.

May not include all staff titles.

Labor Compliance Fee Schedule

Michael Baker
INTERNATIONAL

PROPOSAL FOR LABOR COMPLIANCE SERVICES On-Call Housing Contracts Consulting Services for RFP #H022-92

FEE PROPOSAL

Engineer's Estimate of Two Projects: \$2,000,000.00
Estimated Project Term: 18 months
Estimated Consultant Services Term for the Two Projects: 19 months

Position: Labor Compliance Officer (monitoring Federal and State Labor Compliance and Section 3 requirements)
Total Estimated Work Hours: 585 Hours
Cost Proposal Amount: \$67,275.00

Estimated Work Hours

Pre-Construction Phase – Total: 60 hours

Description	Hours
Create Project Files (Labor Standards Enforcement File)	4
Conduct and filing of contractor verifications	8
Bid Analysis Report (bidders responsive) to the City	8
Prepare and submit contract award supporting documents	8
Prepare and distribute compliance information packet to contractors	8
Participate in preconstruction meeting and present compliance forms and requirements	4
Assist contractors with pre-construction labor compliance and Section 3 documents and review	20
Total	60

Pre-Construction Documents

- Applicable Federal and State compliance forms - Section 3 Economic Opportunity Plan and Commitment forms from applicable contractors - Project Announcement Publication - Pre-Construction Outreach Efforts Reporting and strategies to applicable contractors	- Authorization/Designation of Payroll Officer - DAS 140 & 142 forms - Fringe Benefit Statement - Apprenticeship Hiring Ratio – journeyman/apprentice ratio - Onsite Employee Posters and prevailing wages
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Construction Phase – Total: 470 hours

Description	Hours
Review weekly payrolls, apprentice information, training funds report, and supporting compliance documents. Prepare Status Report to the City according to City's preference. Collect Section 3 Worker certifications. Update of Section 3 labor and worker hours log (4 hours per week for 78 weeks)	312
Work with contractor to correct discrepancies and prepare findings report to City	86
Conduct 36 onsite employee interviews (2 hours per site visit)	72
Total	470

Post-Construction Phase – Total: 55 hours

Description	Hours
Remedy discrepancies in support of compliance close-out	25
Prepare compliance close-out (finalize contractor compliance and Section 3 reporting) and file delivery	15
Participate in Close-out Meeting/File Review	5
Prepare additional compliance reports to City	10
Total	55

Michael Baker International offers to perform the services described in our proposal for the rates stated below. Michael Baker is providing this Fee Proposal for labor compliance monitoring services for the two affordable housing projects. Michael Baker confirms that the rates include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies. Supplemental budget will be requested for additional projects that may be assigned to Michael Baker within the three-year service agreement with an option of two-year extensions.

2022 Rate Schedule

The rates quoted below are subject to a 3 percent increase on January 1st of each year.

Name/Title	Hourly Rate
Project Manager (as-needed)	\$165.00
Labor Compliance Officer	\$115.00

Michael Baker will submit invoices on a monthly basis. Invoices will be submitted by the tenth (10th) of the month and include a breakdown of employee position, name, rate, and hours worked. A detailed summary of the tasks performed (monitoring activities) will be attached as supporting documentation for the work hours reported on invoice.

Michael Baker International
3760 Kilroy Airport Way, Suite 270,
Long Beach, CA 90806

Office: 562-200-7169
Damien Delany: 562-562-200-7177
Sandra Lee: 213-663-6096

INSURANCE EXHIBIT

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be 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, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

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

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

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 10085 - 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: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits						
NAMED INSURED	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____						
APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered							
CITY AGREEMENTS/PERMITS							
TYPE OF INSURANCE							
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY ☐ Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS					
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">EACH OCCURRENCE</th> <th style="width: 50%;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td></td> </tr> </tbody> </table>		EACH OCCURRENCE	AGGREGATE			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____
EACH OCCURRENCE	AGGREGATE						
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____							
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.							
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ 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: _____	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) _____		
NAMED INSURED 	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ In which case only the following specific agreements and permits with the City are covered: 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: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. 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 _____	

AMENDMENT TO HOUSING CONTRACTS ADMINISTRATION AGREEMENT

This First Amendment (“First Amendment”) to the housing contracts administration services (“Agreement”) is made and entered into in the County of Ventura, State of California, this ____ day of February, 2023, by and between the City of Oxnard, a municipal corporation (“City”), and Michael Baker International (“Consultant”). This First Amendment amends the Agreement entered into on June 13, 2022, by City and Consultant.

City and Consultant agree as follows:

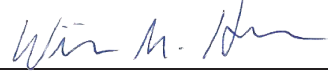
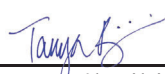
1. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to “\$481,000.”
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

MICHAEL BAKER INTERNATIONAL

☒ John C. Zaragoza, Mayor ¹	_____		12/20/2022
☐ Alexander Nguyen, City Manager	Date	William M. Hoose	Date
☐ Jennifer Yates, Purchasing Manager		Vice President	
☐ _____, Buyer			12/21/2022
		Tanya Bilezikjian ²	Date
		Assistant Secretary	

ATTEST:

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

APPROVED AS TO FORM:

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

¹The 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 For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;



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

DATE: February 7, 2023
TO: City Council
FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org
SUBJECT: Mobile Home Park Rent Stabilization System Annual Activity Report for 2022.

RECOMMENDATION

That the City Council receive and file the 2022 Annual Activity Report for the Mobile Home Park Rent Stabilization System, as adopted by the Mobile Home Park Rent Review Board.

(This item did not originate in Committee.)

BACKGROUND

The Mobile Home Park Rent Review Board is a quasi-judicial body established pursuant to Chapter 24-5 of the City Code. Pursuant to Chapter 24-6 of the Code, the Board is required to submit an annual report of the Rent Stabilization System's activities to the City Council.

At its meeting of December 5, 2022, the Board adopted the attached Annual Activity Report for 2022, and authorized and directed Board Chairman Efrain Jimenez to execute and transmit it to the City Council. In summary, the Annual Activity Report contains two main activities:

- Nineteen (19) of the twenty parks in Oxnard applied for the maximum 4% Consumer Price Index (C.P.I.) increase allowed under City Code 24-9(A)(1). One park chose not to apply for a C.P.I. increase.
- One homeowner protest was received in 2022 challenging the C.P.I. increase for 2022. Following an evidentiary hearing, the 4% C.P.I. was upheld.

STRATEGIC PRIORITIES

The Mobile Home Rent Stabilization Ordinance was adopted as part of the City Code in 1982 and last amended in 1998. It does not fall squarely into any of the five priorities that Council adopted for FY 2021-2025.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Annual Activity Report for 2022

ANNUAL ACTIVITY REPORT FOR 2022

CITY OF OXNARD MOBILE HOME PARK RENT REVIEW BOARD

1. THE BOARD

The Mobile Home Park Rent Review Board consists of three Commissioners who were appointed to three-year terms at the City Council meeting of January 23, 2018: Cynthia Daniels, Felipe Flores, and Martin Lee Remmen; Commissioner Efrain Jimenez, appointed by City Council on May 21, 2019; and Commissioner Eric Fruth, appointed by City Council on March 16, 2021.

2. BOARD MEETINGS

The Rent Review Board met once in 2022, on December 5, 2022.

3. PROCESSING OF RENT INCREASE APPLICATIONS IN 2022

A. Types of Space Rent Increases

Chapter 24 of the City Code establishes two mechanisms by which owners of mobile home parks in the City may apply for general space rent increases. Chapter 24-9 of the Code defines the procedure for C.P.I. (Consumer Price Index) Formula Adjustment increase applications, and Chapter 24-10 creates the mechanism for applying for Discretionary Rent Increases.

B. Calculation of C.P.I. Space Rent Increases

The formula by which the maximum permissible C.P.I. space rent increase for which a park may apply is set forth in Chapter 24-9(A)(1), and is based on the change in the C.P.I. from August of one year to August of the next year. Whenever that change is 4 percent or less, the maximum permissible space rent increase for the next calendar year is equivalent to 100% of that August-to-August percentage change. The C.P.I. change has not exceeded that 4% threshold since 2008. The permissible C.P.I. space rent increase for rent increases applied for in 2022, as determined by the inflation rate, was 4.0%.

Maximum permissible increases in recent years have been as indicated below:

2021:	2.02%	2015:	1.81%
2020:	2.97%	2014:	0.84%
2019:	3.87%	2013:	2.32%
2018:	2.82%	2012:	2.41%
2017:	1.43%	2011:	0.83%
2016:	1.14%	2010:	No increase

There was no increase permitted in 2010, as 2009 was a deflationary year.

The inflation rate from 2021 to 2022 was the highest in many years. The increase in the CPI for Southern California from August of 2021 to August of 2022 was 7.65%. The City Code provides for an increase of less than the full CPI amount whenever the inflation rate exceeds 4 percent. For calendar year 2023, the permissible increase will be calculated pursuant to section 24-9(A)(1)(b), which states as follows:

(A)(1)(b): If the percentage change in the CPI is greater than 4 percent but less than or equal to 9 percent, the permissible CPI formula adjustment shall be equal to 75 percent of the change in the CPI, or a 4 percent adjustment, whichever is greater.

The calculation of the permissible CPI increase in 2023 is as follows:

$$7.65 \text{ times } .75 = 5.74$$

Thus, the permissible increase in 2023 will be 5.74%. The calculation methodology can be viewed at <https://www.oxnard.org/city-department/housing/mobile-home-rent-stabilization/park-ownersmanagers-forms-info/>

C. Park Applications for C.P.I. Formula Rent Increases in 2022

There are twenty (20) mobile home parks in Oxnard, ranging in size from 39 spaces to 265 spaces. The following nineteen (19) parks applied for 4.0% C.P.I. space rent increases to take effect in calendar year 2022:

Country Club Mobile Estates	Cypress Mobile Home Park
Evergreen R. V. Park	Imperial Oxnard Mobile Estates
Meadowlake Park	Oxnard Mobile Home Lodge
Ocean-Aire Mobile Estates	Oxnard Shores Mobile Home Park
Oxnard Pacific Mobile Estates	Royal Palms Mobile Estates
Pleasant Valley Mobile Home Park	Royal Duke Mobile Estates #2
Royal Duke Mobile Estates #1	Sunny Acres Park
Sunshine Manor Mobile Home Park	Silverwheel Mobile Home Park
The Colony Mobile Home Park	Valley Trailer Villa
Villa Capri Mobile Estates	

One park – Kona Kai Mobile Estates -- chose not to apply for a C.P.I. Formula space rent increase in calendar year 2022.

D. Homeowner Association Protests of C.P.I. Rent Increase Applications

The Rent Stabilization System permits associations or groups of homeowners to challenge C.P.I. formula rent increase applications by filing a protest as defined in Chapter 24-2 of the City Code. When a protest is filed, the independent Hearing Officer conducts an evidentiary hearing, in accordance with Chapter 24-9(B) and 24-13 of the Code. If the Hearing Officer determines that the homeowners have presented evidence of a reduction in services by the park owner, and a monetary

savings, the Hearing Officer may reduce the pending rent increase by the amount saved by the park owner due to the deletion of reduction in services provided to homeowners.

One homeowner protest was filed in 2022, by a group of homeowners in Royal Palms Mobilehome Community. The protest challenging the respective park owners' C.P.I. increase alleged several service level reductions. Following discovery, and an evidentiary hearing at which testimony and documentary and photograph exhibits were introduced, the Hearing Officer ultimately ruled that the homeowners had not met their burden of proof. While there was evidence of certain changes in services and amenities, there was insufficient evidence of any reductions or of cost savings resulting to the park due to any reductions. As a result, the C.P.I. increase applied for by the park was approved.

E. Discretionary Rent Increase Applications

The Rent Stabilization System provides an avenue for parks to apply for space rent increases in amounts greater than the C.P.I. Formula Adjustment method. When a park believes that it is not receiving a fair return on its investment, it may apply for a Discretionary Rent Increase. Such an application requires presentation of an audit; a review of the park's application by City staff; a review of the park's income and expenses by an independent Certified Public Accounting firm hired by the City; a report by that CPA to the Hearing Officer; a public hearing on the findings during which representatives of the affected homeowners and of the park owner present their evidence and arguments; and ultimately a written Decision with Findings of Fact, issued by the Hearing Officer. The requirements for the processing of Discretionary Rent Increase applications are set forth in Chapter 24-10 of the City Code, and City Council Resolution No. 11,468.

The most recent Discretionary increase application was processed in 2016, when the owner of Sunshine Manor Mobile Home Park submitted an application for a Discretionary Rent Increase, seeking an increase in the amount of 68.1%. That park was ultimately granted a Discretionary Rent Increase of 38.05%.

F. Utility Passthrough Applications

The City Code also permits park owners to apply for approval to pass through utility costs when segregated out or separately metered to individual homesites within a mobile home park.

In October of 2019, Hearing Officer David B. Hart issued a decision in the matter of a water and sewer utility passthrough application submitted by Imperial Oxnard Mobile Estates. The Imperial Oxnard case required two evidentiary hearings, and involved a prior passthrough approved for water, sewer and trash charges more than 30 years ago. Since then, each homeowner in the park has been billed a flat monthly charge for water and sewer charges.

G. Hearings conducted by Independent Hearing Officer

Evidentiary hearings are required for the implementation of the rent stabilization ordinance. Rent increase, and change-of-occupancy determination hearings are adversarial in nature; passthrough hearings are investigative and non-adversarial. All hearings are conducted by an independent professional hearing officer, selected through the City's formal procurement policies. Mr. David B. Hart serves the City as hearing officer for all matters related to mobile home rent stabilization.

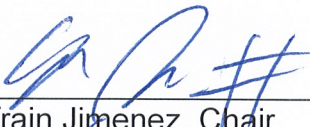
4. APPEALS TO THE RENT REVIEW BOARD

Pursuant to Chapter 24 of the City Code, either party may appeal a Decision of the Hearing Officer if that party is dissatisfied with the ruling. Unlike appeals of rulings by the City's Planning Commission, however, appeals under the rent stabilization system do not go to the City Council. Any Hearing Officer decision which is appealed is presented to the full Mobile Home Park Rent Review Board, which conducts a review of the record in open session, in accordance with Section 24-15 of the City Code. The Board reviews the record, and entertains arguments from the parties, but does not receive testimony nor conduct a de novo hearing on the matter in dispute. No Hearing Officer decisions have been appealed to the full Rent Review Board in any of the cases decided from 2016 through 2022.

5. ADOPTION

Pursuant to Chapter 24-6(C) of the Oxnard City Code, the 2022 Annual Activity Report of the Mobile Home Park Rent Review Board is hereby presented to the Oxnard City Council, having been adopted by a majority vote of the Commission at the Special Meeting of December 5, 2022.

Respectfully submitted,



Efrain Jimenez, Chair

Date: December 5, 2022



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.1

DATE: February 7, 2023

TO: City Council

FROM: Phillip Molina, City Treasurer, (805) 385-7808, phillip.molina@oxnard.org

SUBJECT: City Treasurer's Monthly Investment Report for the Period Ending December 31, 2022. (10 minutes)

RECOMMENDATION

That the City Council receive and file the report.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/v3s283alki0>

BACKGROUND

The City of Oxnard's December 2022 investment report will be brief this reporting period. This report is submitted to the City Council pursuant to California Government Code section 53646 and the Investment Policy adopted by the City Council.

I wish to give a special thanks to the city staff without whose assistance this report could not be generated. This report does not show the fund balances, nor disbursements, nor total receipts of the City of Oxnard, because Oxnard Municipal Code identifies the Oxnard Finance Department is charged with producing that information. This report does reflect the monthly investment information in the similar format that has been presented in previous months, along with the amounts in the Bank's statements as of December 31, 2022. The following data is included in this report.

For the month of December, the investment portfolio earned an estimated \$739,285.67 including LAIF and the Ventura County Investment Pool, and an efficiency rating of 95%, with estimated annual earnings of \$6,871,428.

Not in this sequence, it is our intention to show the public, the Mayor, and City Council the amounts in each city bank account so that you can see the percentage of available cash to the amount actually invested. You will notice the large buildup of cash in the bank account for the city's general business. This is the result of the anticipated Federal payments, and it is the intent of the Treasurer to greatly increase the amount of cash invested so that once again it exceeds 90%. For December we were at 95% and have exceeded our goal.

Next, we will show you in a bar chart the amounts invested separated by their maturity date or year. This will allow you to see the ladder or spread of the investments in order to generate a higher return. Third, we explain the cash flows over the last 15 months so you can judge the management of the cash and determine whether there are periods during the year when more money is available for a short period, overnight investments versus 2-, 3-, 4-, or 5-year maturities. Fourth, we will show you the daily cash position for December 31, 2022, so that you can see how the Treasurer's department reviews our cash balances every day to assure that the city has enough liquidity to cover its obligations.

And next, we make available the detailed list of every investment that the city currently holds as of the last day of December 31, 2022, upon request.

This information is being provided to you using both charts and graphs. The charts are presented so that the Mayor,

Council, and the public can begin to see the actual amounts in the city's bank accounts at Bank of America. The graphs are created in order to show trends and relationships that are best understood in that method of presentation. So, while this report is brief in the number of pages, we hope to respond to any questions you may have.

STRATEGIC PRIORITIES

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 City's total amount invested as of December 30, 2022, purchased at a tax cost of **\$398,419,077.50**, with a PAR value of **\$398,310,000.00**. Because the upward movement in the GSE market interest rates produces greater earnings, it also results in an estimated net market loss if we had to sell the older lower-yielding instruments in the market today.

ITEM	December 2022
Cost of investments (bank calc.)	\$398,419,077.50
Par or face value	\$398,310,000.00

USBank's tax costs and PAR/Face Value

In a market (the city's policy requires risk-free rate of return) of fixed interest rates, any instrument purchased today will decrease in value as the interest rates increase and vice versa. However, with a passive portfolio, one where we intend to hold each instrument until it matures, we can expect to receive the PAR or Face value when we sell back each individual GSE (government-sponsored enterprise bond) or CD so that there would be no market loss.

Cash balances on the 31st day of December 2022 in each authorized city bank account with Bank of America totaled **\$25,197,551.59** in the three Bank of America accounts.

City Treasurer's bank accounts	December 2022
City's General Fund bank account	\$22,650,744.98
Successor Agency bank account	\$2,322,424.40
W/C (workers compensation) account	\$82,611.83
Parking Citations updated	\$141,770.38
TOTAL CASH IN BANK ACCOUNTS	\$25,197,551.59

(Per Bank Statements as of December 31, 2022)

The investments have a par value of **\$398,310,000** and an estimated market value of **\$374,485,679.15**. Some were purchased months or years earlier and during the period of controlled GSE interest rates set by the former President. To provide greater return we can try to reduce the amount invested with LAIF and spread that over the 2,3,4, and 5- year terms. Recently, LAIF was generating an average return that is now moving upward with the City's average portfolio return. LAIF's December average apportionment rate was **1.35%**, which is less than the current GSE (government sponsored enterprise) rates and less than our average portfolio yield. Reducing the amount in LAIF would produce greater returns, however, doing so would also reduce the liquidity of the portfolio.

ITEM	December 2022
Cost of investments (bank calc.)	\$398,419,077.50
Par or face value	\$398,310,000.00
USBank est Market value	\$374,485,679.15

Estimated market value is based on price paid

The largest portfolio's average current earnings have a yield on a 365-day basis of **1.88%** year to date. Based on the face value of the investments, using the average portfolio yield for estimating the amount of interest earnings for the month of December produces estimated annual interest earnings of **\$6,871,428** million:

total est monthly earnings	\$579,485.67
City's investment rate	1.88%
total est annual earnings	\$6,871,428.00

Estimated annual and monthly earnings

Now, when we look back at the monthly cash flows of recent years, we found that the month with the highest cash outflow was in 2018 with a one-month outflow of \$37.4 million. And the fact that we have \$65 million invested in LAIF and \$31 million in the Ventura County Investment Pool, which can be drawn down within one day, means there should be no normal condition that would require the Treasurer to sell investments before their maturity. Before we reveal the details, we want to know the level of efficiency in our investment team. But first, we look to see how much cash is available, and how much cash is invested to determine the efficiency of the team. The goal is to invest 100% of available cash, and we know that for normal/average operations we should retain a daily balance of \$3-5 million in the bank accounts. For the month of December, our efficiency rating is 95%.

	December 2022
amount invested @ tax cost	\$398,419,077.50
total available cash to invest	\$421,294,204.69
percent invested = efficiency	95%

Efficiency rating

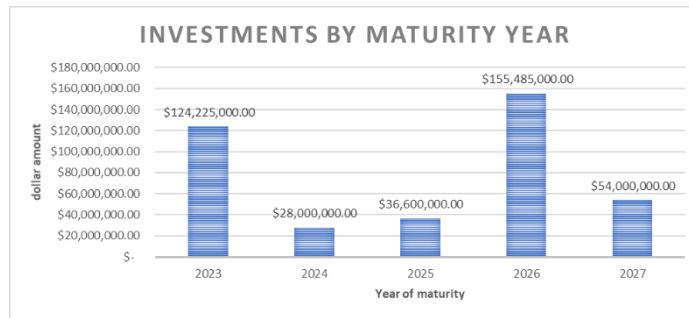
The daily cash report for the last working day in December shows sufficient available cash to satisfy the city's booked short-term obligations.

DAILY CASH POSITION WORKSHEET - GENERAL ACCOUNT

DATE: 12/30/22

	CREDIT ESTIMATE	DESCRIPTION
Collected/Closing Avail Bal	26,946,649.97	As of 12/29/22
1 Day Float	297,515.87	As of 12/29/22
Credit Cards-C2G/OTC	102,484.41	
Auto Pay		
LAIF Withdrawal		
Investment Coupon	35,156.25	
TOTAL CREDITS	\$ 27,381,806.50	
	DEBIT ESTIMATE	
Accounts Payable to Clear	400,000.00	
Payroll to Clear	41,573.95	
Direct Deposit	3,750,800.47	
EFT by A/P	88,694.14	
Other	8,094.04	SDU
TOTAL DEBITS	\$ 4,289,162.60	
GENERAL ACCOUNT BALANCES	\$ 23,092,643.90	
 SUCCESSOR AGENCY	 \$ 2,322,424.40	
 LAIF	 \$ 71,000,000.00	
 VCIP	 \$ 31,000,000.00	

The bar chart below shows the maturities of the City's investment portfolio and reflects the fact that as our older instruments are being called early, we find the need to acquire shorter-term notes, but not unless we can guarantee a rate of .79 % or higher as explained above.



Details of investments are available upon request.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Phillip Molina, City Treasurer

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.2

DATE: February 7, 2023

TO: City Council

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

SUBJECT: Conduct an Oral Discussion Regarding Shifting Gears; Making Adjustments to Align with Economic and Social Circumstances, and Make Decisions to Modify American Rescue Plan Act (ARPA) Projects, Council Priorities, and the Outlook on the City's Restoration Budgets. (120 minutes)

RECOMMENDATION

That the City Council conducts a robust oral discussion and deliberation regarding the following:

1. The need for the City to shift gears and make adjustments to align with economic and social circumstances;
2. Modify ARPA projects;
3. Modify the timelines of Council priorities from five to seven years; and
4. Extend the Restoration Budgets from three to five years.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/qaD0euj5YbE>

BACKGROUND

In March 2021 the City Council set its five-year priorities (Attachment A).

In the 2021-2022 fiscal year budget the Council set the outlook for three years of "Restoration Budgets" for the City, with the newly approved Measure E funding, to catch up on restorations to the City's deferred maintenance, programs, and services.

In March 2021 Congress passed legislation that provided one-time funding to all Cities and Counties in the nation via the American Rescue Plan Act, with certain restrictions and deadlines for use. Oxnard received \$59.4M.

DISCUSSION

In the immediate aftermath of the global COVID pandemic, the world economy is in turbulent flux, supply chains are disrupted, inflation has spiked, and most, if not all, sectors of the economy are experiencing a significant labor shortage. Local governments are not immune from these external forces. Therefore, we must recognize this and shift gears to adjust to the pace these phenomenon force upon our day-to-day operations as well as our larger scale projects.

To set and meet realistic expectations:

We will recommend modifying ARPA projects to ensure compliance with the funding's deadlines; the modification recommendation chart is Attachment B.

We will recommend modifying the timelines of our current Capital Improvement Projects in order to balance our expected deadlines with our capacity to deliver projects (Attachment C).

We will recommend modifying the timelines of the Council’s priorities from five to seven years.

We will recommend modifying the outlook of Restoration Budgets from three to five years.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of 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 Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

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.

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 adjustments and modifications recommended do not exceed the ARPA funding or the City’s approved budget.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Alexander Nguyen, City Manager

ATTACHMENTS

1. Attachment A: 3.16.21_City Council 5-Year Priorities_FINAL
2. Attachment B: ARPA Recommended Modifications - February 2023
3. Attachment B: ARPA Investment List - March 29, 2022
4. Attachment C: Current CIP List - February 2023
5. Attachment D: 2.7.23_City Council Shifting Gears Oral Discussion

2021 - 2025 CITY COUNCIL 5-YEAR PRIORITIES BY RANK

1

- Restore and enhance youth programs and launch the Oxnard Arts Academy for local youth in South Oxnard
- Focus on business retention and expansion and new business attraction
- Maintain 911 emergency response times
- Restore proper street paving cycle
- Secure long-term financial sustainability

2

- Restore and enhance senior programs and build the Council-approved new Senior Center
- Train and prepare residents for employment at local businesses through the Oxnard Employee Pipeline
- Maintain fire protection services
- Restore proper maintenance of parkways and medians, tree trimming cycle, and clean up the gateways to the City
- Replenish the City's financial reserves and establish sufficient reserves to respond to disasters such as earthquakes and floods

3

- Continue to address homelessness in Oxnard
- Revitalize the Hueneme/Saviors/Pleasant Valley/Channel Islands Corridor
- Restore Neighborhood Police program
- Ensure adequate future water supply
- Invest in appropriate staffing levels to get the job done

4

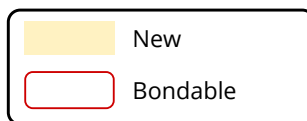
- Build an Aquatics Center in South Oxnard
- Renovate 4th St. between Downtown and train station to create a safe connection between the transit center and downtown
- Restore and possibly increase paramedic squads
- Repair alleys
- Strengthen the City's cybersecurity

5

- Reopen the Carnegie Art Museum and create a process to study the Oxnard PACC
- Create a new Zócalo in South Oxnard
- Create a modern disaster preparedness program to prepare the City for response and recovery from earthquakes, flooding and other disasters
- Repair seawalls
- * Invest in staff training and development

* Modest and incremental implementation of security cameras; data driven by OPD

* Modest and incremental implementation of a lifeguard program



2021 - 2025 CITY COUNCIL 5-YEAR PRIORITIES

BY CATEGORY

Quality of Life

1. Restore and enhance youth programs and launch the Oxnard Arts Academy for local youth in South Oxnard
2. Restore and enhance senior programs and build the Council-approved new Senior Center
3. Continue to address homelessness in Oxnard
4. Build an Aquatics Center in South Oxnard
5. Reopen the Carnegie Art Museum and create a process to study the Oxnard PACC

Economic Development

1. Focus on business retention and expansion and new business attraction
2. Train and prepare residents for employment at local businesses through the Oxnard Employee Pipeline
3. Revitalize the Hueneme/Saviers/Pleasant Valley/Channel Islands Corridor
4. Renovate 4th St. between Downtown and train station to create a safe connection between the transit center and downtown
5. Create a new Zócalo in South Oxnard

Public Safety

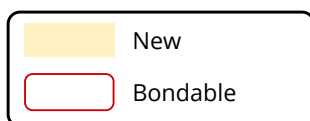
1. Maintain 911 emergency response times
2. Maintain fire protection services
3. Restore Neighborhood Police program
4. Restore and possibly increase paramedic squads
5. Create a modern disaster preparedness program to prepare the City for response and recovery from earthquakes, flooding and other disasters
 - * Modest and incremental implementation of security cameras; data driven by OPD
 - * Modest and incremental implementation of a lifeguard program

Infrastructure and Natural Resources

1. Restore proper street paving cycle
2. Restore proper maintenance of parkways and medians, tree trimming cycle, and clean up the gateways to the City
3. Ensure adequate future water supply
4. Repair alleys
5. Repair seawalls

Organizational Effectiveness

1. Secure long-term financial sustainability
2. Replenish the City's financial reserves and establish sufficient reserves to respond to disasters such as earthquakes and floods
3. Invest in appropriate staffing levels to get the job done
4. Strengthen the City's cybersecurity
5. Invest in staff training and development



Recommended Modifications to American Rescue Plan Act (ARPA) Investments - February 2023

\$59,540,662 Total

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Item No.	Investment Idea	ARPA Category	Council Priority	Notes	Total Funding	Return to Fund Balance	Additional Funding Needed	Rational
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Amount of ARPA not Appropriated by Council:	\$1,803,462
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1	Gratitude program for grocery store workers *City Council approved June 1, 2021, Resolution No. 15,443	Premium Pay for Essential Workers	Y		\$2,500,000	\$866,000	-	-
2	Premium pay for City employees working on the front-line during the pandemic	Premium Pay for Essential Workers	Y		\$2,000,000	\$583,265	-	-
19	PACC - upgraded marquee with new digital sign	Address Negative Economic Impacts	N		\$85,000	\$43,477	-	-
21	Visit Oxnard: Branding & publications, destination management, digital advertising	Address Negative Economic Impacts	N		\$436,000	\$0	-	-
62	Police Department Covid Response: Polaris ATV for PD beach patrols, equipment decontamination software, additional car wash cleaning, social distancing COVID compliance materials	Replace Public Sector Revenue Loss	Y		\$40,000	\$2,380	-	-
63	Code Compliance: Tablet purchases for field reporting, access to information, inspections, and video	Support Public Health Response	Y		\$12,600	\$0	-	-
65	Zoom license bundles - 1 year	Support Public Health Response	N		\$6,600	\$0	-	-
66	Fire Catch-up Academy: cost of six recruits	Support Public Health Response	Y		\$580,000	\$0	-	-
87	Fire Department: Direct Recycling Apparatus Firefighting Training and Sustainability	Replace Public Sector Revenue Loss	Y		\$100,000	\$0	-	-

Subtotal of Return to Fund Balance	\$1,495,122
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8	Seed money for 10 park playground shade structures. Specific park locations based on parks receiving replacement of playground equipment (not in Parks & Rec Master Plan)	Replace Public Sector Revenue Loss	Y		\$1,000,000	\$1,000,000	-	With existing resources available, recommending other higher priority projects take precedent; not one of the Council's 5-year priorities; recommend leaving in CIP as an unfunded project for Council's consideration to fund at a later date
9	Pleasant Valley Park: repair and replacement of playground equipment (not in Parks & Rec Master Plan)	Address Negative Economic Impacts	Y		\$600,000	\$600,000	-	With existing resources available, recommending other higher priority projects take precedent; not one of the Council's 5-year priorities; recommend leaving in CIP as an unfunded project for Council's consideration to fund at a later date
15	Saviors Rd Corridor: conceptual plan for widening sidewalks, landscape, lighting.	Address Negative Economic Impacts	Y		\$140,000	\$140,000	-	With existing resources available, recommending other higher priority projects take precedent; not one of the Council's 5-year priorities; recommend leaving in CIP as an unfunded project for Council's consideration to fund at a later date
17	River Ridge Playing Fields: parking improvements & permanent power (not in Parks & Rec Master Plan)	Address Negative Economic Impacts	N		\$325,000	\$325,000	-	With existing resources available, recommending other higher priority projects take precedent; not one of the Council's 5-year priorities; recommend leaving in CIP as an unfunded project for Council's consideration to fund at a later date
24	Colonia Park: repair and resurface pool, renovation of locker rooms, construction of new public restrooms, basketball court resurfacing (resurfacing project, Parks & Rec Master Plan, pg 215)	Address Negative Economic Impacts	Y		\$1,200,000	\$1,200,000	-	With existing resources available, recommending other higher priority projects take precedent; not one of the Council's 5-year priorities; recommend leaving in CIP as an unfunded project for Council's consideration to fund at a later date
25	Johnson Creek Park: renovation of snack bar, restrooms, and baseball fields (not in Parks & Rec Master Plan)	Address Negative Economic Impacts	Y		\$600,000	\$600,000	-	With existing resources available, recommending other higher priority projects take precedent; not one of the Council's 5-year priorities; recommend leaving in CIP as an unfunded project for Council's consideration to fund at a later date
26	Durley Park: repair baseball fields (Parks & Rec Master Plan, pg 158)	Address Negative Economic Impacts	Y		\$75,000	\$75,000	-	With existing resources available, recommending other higher priority projects take precedent; not one of the Council's 5-year priorities; recommend leaving in CIP as an unfunded project for Council's consideration to fund at a later date
27	River Ridge Playing Fields: permanent bleachers & stage area; 50% of \$200,000 total cost (not in Parks & Rec Master Plan)	Address Negative Economic Impacts	N		\$100,000	\$100,000	-	With existing resources available, recommending other higher priority projects take precedent; not one of the Council's 5-year priorities; recommend leaving in CIP as an unfunded project for Council's consideration to fund at a later date
37	Downtown: implement outdoor venues on City owned properties (A St and 5th St)	Address Negative Economic Impacts	Y		\$250,000	\$250,000	-	The demolition of outdoor venue sites has been delayed. Staff resources are limited and focused on selling and developing downtown properties.
43	Permanent Outdoor Patio Program Fund: provide grants for restaurants to create permanent attractive and safe outdoor dining spaces.	Replace Public Sector Revenue Loss	Y		\$1,000,000	\$1,000,000	-	There were 41 total permitted outdoor patio spaces during COVID. As of Jan. 2023, five of those outdoor patio spaces remained; only two have expressed interest in continuing outdoor patios. Limited staff to develop the program
51	City-wide painting of curbs red next to fire hydrants	Replace Public Sector Revenue Loss	N		\$250,000	\$250,000	-	Not a priority over other deferred maintenance catch-up items such as sidewalk repairs, potholes, weed abatement, etc. California Vehicle Code already states illegal to park adjacent (within 15') to fire hydrant
52	Bike / Pedestrian project: Path along the SCR-3 levee road north of the River Ridge Golf Course between Ventura Rd and Victoria Rd	Replace Public Sector Revenue Loss	N		\$3,800,000	\$3,800,000	-	With existing resources available, recommending other higher priority projects take precedent; not one of the Council's 5-year priorities; recommend adding to CIP as an unfunded project for Council's consideration to fund at a later date

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53	City-wide ADA tree and sidewalk improvements	Replace Public Sector Revenue Loss	Y		\$1,000,000	\$1,000,000	-	With existing resources available, recommending other higher priority projects take precedent; not one of the Council's 5-year priorities; recommend leaving in CIP as an unfunded project for Council's consideration to fund at a later date
57	Howell Rd lighting and safety improvements	Replace Public Sector Revenue Loss	Y		\$250,000	\$250,000	-	So Cal Edison lighting upgrade to LEDs has significantly increased lighting levels in this location; City improvements not needed
59	Bike / Pedestrian project: Wooley Rd Protected Bike Lanes	Replace Public Sector Revenue Loss	N		\$1,500,000	\$1,500,000	-	With existing resources available, recommending other higher priority projects take precedent; not one of the Council's 5-year priorities; recommend leaving in CIP as an unfunded project for Council's consideration to fund at a later date
71	Electrical Plant Water Quality Capture Project	Water & Sewer Infrastructure	N		\$400,000	\$400,000	-	With existing resources available, recommending other higher priority projects take precedent; not one of the Council's 5-year priorities; recommend leaving in CIP as an unfunded project for Council's consideration to fund at a later date
72	Phase 1 Design: College Park-Oxnard Regional Stormwater Capture Project	Water & Sewer Infrastructure	Y		\$100,000	\$100,000	-	With existing resources available, recommending other higher priority projects take precedent; not one of the Council's 5-year priorities; recommend leaving in CIP as an unfunded project for Council's consideration to fund at a later date
73	Phase 1 Design: Drifill Elementary School-Oxnard Regional Stormwater Capture Project	Water & Sewer Infrastructure	Y		\$100,000	\$100,000	-	With existing resources available, recommending other higher priority projects take precedent; not one of the Council's 5-year priorities; recommend leaving in CIP as an unfunded project for Council's consideration to fund at a later date
74	Phase 1 Design: Frank Intermediate School-Oxnard Regional Stormwater Capture Project	Water & Sewer Infrastructure	Y		\$100,000	\$100,000	-	With existing resources available, recommending other higher priority projects take precedent; not one of the Council's 5-year priorities; recommend leaving in CIP as an unfunded project for Council's consideration to fund at a later date
76	Stormdrain: Diamond Bar	Water & Sewer Infrastructure	N		\$600,000	\$600,000	-	With existing resources available, recommending other higher priority projects take precedent; not one of the Council's 5-year priorities; recommend leaving in CIP as an unfunded project for Council's consideration to fund at a later date
79	Phase 1 Design: East Village/Del Sol Park diversion and infiltration-Oxnard Regional Stormwater Capture Project	Water & Sewer Infrastructure	Y		\$100,000	\$100,000	-	With existing resources available, recommending other higher priority projects take precedent; not one of the Council's 5-year priorities; recommend leaving in CIP as an unfunded project for Council's consideration to fund at a later date
80	Phase 1 Design: Ventura Road and 2nd St. diversion and infiltration-Oxnard Regional Stormwater Capture Project	Water & Sewer Infrastructure	Y		\$100,000	\$100,000	-	With existing resources available, recommending other higher priority projects take precedent; not one of the Council's 5-year priorities; recommend leaving in CIP as an unfunded project for Council's consideration to fund at a later date
82	AWPF-Oxnard Regional Stormwater Capture Project Wetland Storage & Sewer Diversion Pilot	Replace Public Sector Revenue Loss	N		\$1,000,000	\$1,000,000	-	With existing resources available, recommending other higher priority projects take precedent; not one of the Council's 5-year priorities; recommend leaving in CIP as an unfunded project for Council's consideration to fund at a later date
83	Phase 1 Design: Riverpark basin - recycled water storage project	Water & Sewer Infrastructure	N		\$100,000	\$100,000	-	With existing resources available, recommending other higher priority projects take precedent; not one of the Council's 5-year priorities; recommend leaving in CIP as an unfunded project for Council's consideration to fund at a later date
85	Painting City Hall & Annex	Replace Public Sector Revenue Loss	N		\$600,000	\$519,000	-	Painting of 305 W. Third St complete. No plans in place to paint 300 W. Third St. Structural analysis of 300 W. Third St will need to be completed first

Subtotal of Staff Recommended Removals	\$15,209,000
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3	Refreshing school crosswalks and Safe Routes planning	Address Negative Economic Impacts	Y		\$600,000	-	-	-
4	Safe Sleep Program operations - Capital improvements to support up to 14 RVs in City-owned parking lot at former Oxnard National Guard Armory	Support Public Health Response	Y	Recommended for removal from "Replace Public Sector Revenue Loss" category and assign to the "Support Public Health Response" category	\$700,000	-	-	This is not in the CIP. Recommend an incremental approach to use this money for programming and operations rather than physical improvements
6	Carnegie Art Museum: architectural-structural and seismic study	Address Negative Economic Impacts	Y		\$160,000	-	-	Clarified scope of project
7	Seed money for park equipment repair, replacement, and consideration of all-access equipment. Specific park locations will be determined based on safety and need	Address Negative Economic Impacts	Y		\$3,000,000	-	-	-
10	Oxnard festivals - "Comeback Year" grants	Address Negative Economic Impacts	N		\$200,000	-	-	-
11	Community Assessment to determine transitions to adulthood among Oxnard Youth Post Covid-19	Address Negative Economic Impacts	N		\$300,000	-	-	-
12	Community Assessment report on Oxnard's business attractions assets and gap analysis	Address Negative Economic Impacts	Y		\$100,000	-	-	-

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Item No.	Investment Idea	ARPA Category	Council Priority	Notes	Total Funding	Return to Fund Balance	Additional Funding Needed	Rational
13	Relocate COVID-19 shelter from PAL to the Army and costs to repair and clean PAL	Address Negative Economic Impacts	Y		\$15,000	-	-	-
14	Develop plan to redevelop Hueneme corridor between Saviers Rd & S. J St; Oxnard Transit Center: assembly of land, & procurement of developer	Replace Public Sector Revenue Loss	Y		\$400,000	-	-	-
14a	Property acquisition for economic development & redevelopment of Hueneme corridor between Saviers & S. J St.	Replace Public Sector Revenue Loss	Y		\$2,600,000	-	-	
16	Saviers Rd Corridor: formation of South Oxnard Property Business Improvement District (PBID)	Address Negative Economic Impacts	Y		\$100,000	-	-	-
18	River Ridge Golf Course: Event space for golf course to expand wedding business (not in Parks & Rec Master Plan)	Address Negative Economic Impacts	N		\$600,000	-	-	-
20	City-wide wayfinding program	Address Negative Economic Impacts	N		\$1,000,000	-	-	-
22	Sports Park Community Outreach: Baseball and softball complex, lawns spaces w/ walking trails, inclusive playgrounds (Parks & Rec Master Plan, pgs 140, 158, 214, 217)	Replace Public Sector Revenue Loss	Y		\$1,500,000	-	-	-
23	Homeless/Housing: Temporary staffing (over 2 years) to support the administration of Mainstream and Emergency Housing Vouchers	Address Negative Economic Impacts	Y		\$400,000	-	-	-
28	Youth Facilities (PAL): sports equipment, youth center supplies,	Address Negative Economic Impacts	Y		\$130,000	-	-	-
29	Youth Centers (Colonia Park, Durley Park, Southwinds Park, S. Oxnard Center): Sports equipment, youth center supplies, furniture, computer centers	Address Negative Economic Impacts	Y		\$190,000	-	-	-
30	Wilson Arts Building: reconstruct the ADA ramp at Wilson Art Building to serve youth classes and the Special Populations program	Address Negative Economic Impacts	Y		\$20,000	-	-	-
31	Oxnard Senior Centers (Wilson, South Oxnard, and Colonia): replacement of furniture in the social spaces	Address Negative Economic Impacts	Y		\$100,000	-	-	-
32	PACC CIP - remove and replace roofing material and metal flashing on the Ventura and Oxnard room roofs	Address Negative Economic Impacts	N		\$545,000	-	-	-
33	Olympic Skatepark in Colonia	Replace Public Sector Revenue Loss	N		\$3,000,000	-	\$1,500,000	With an escalation in costs for all aspects of construction projects, the new cost estimate for this level of skatepark is \$4.5M.
34	Main and S. Oxnard branch libraries technology purchases, laptops, security systems, and upgrades; conversion of computer labs with up to 100 Chromebooks for City's three libraries (includes Colonia)	Replace Public Sector Revenue Loss	Y		\$830,000	-	\$241,500	Additional funding requested due to increase in costs for computer hardware & software: Chromebooks, workstations, self checkout stations, & software
35	Oxnard Arts Academy: portable classrooms , instruments, tablets, music stands, chairs, tables, and operations	Address Negative Economic Impacts	Y	change scope from capital to instruments & operations	\$450,000	-	-	With existing resources available, staff recommends other higher priority projects take precedent; not one of the Council's 5-year priorities; recommend adding classrooms in CIP as an unfunded project for Council's consideration to fund at a later date
36	Downtown: 50 trash receptacles, acquisition of water trailer for DOIA, marketing funds, acquisition of movable/lockable tables and chairs, public art, removable bollards, & reader boards.	Address Negative Economic Impacts	Y		\$775,000	-	-	-
38	Heritage Square building & site enhancements, repairs, and event support	Address Negative Economic Impacts	N		\$1,000,000	-	-	-
45	Oxnard Employee Pipeline and Homeless Vocational programs	Address Negative Economic Impacts	Y		\$200,000	-	-	-
46	Oxnard Tennis Center: replace the foundation and resurface the tennis courts	Address Negative Economic Impacts	Y		\$500,000	-	\$1,000,000	Original scope of work was for rehab of a subset of the total courts. However, all courts should be rehabilitated, assuming bids come in favorably. Also, the cost for material used in these type of project has increased based upon recent similar bids from other projects.
49	Libraries (Main, S. Oxnard, and Colonia branch): upgrade of Wifi systems with Bluesocket Access Points with omnidirectional antennas	Broadband Infrastructure	N		\$17,000	-	-	-
50	Youth Recreation Centers: Installation of Fiber Lines for South Oxnard Center, Southwinds Center, Colonia Center, Durley Park Center - requires an internet service provider to provide service	Broadband Infrastructure	N		\$675,000	-	-	-
54	Fire station architectural design for Oxnard Fire Stations 2, 3, 5	Replace Public Sector Revenue Loss	Y		\$1,000,000	-	\$2,000,000	Additional funding needed for increase to costs of architectural designs for older stations: Fire Stations 2 & 3; additional funds are being requested to prioritize the design of fire stations at once rather than overtime to cover actual proposal costs from the recommended design firm
55	Fire Department Vehicle for 2-person paramedic squad	Replace Public Sector Revenue Loss	Y		\$80,000	-	\$20,000	Additional funding request due to the escalation in all aspects of costs
56	Police Department radio communications: upgrade City-wide radio infrastructure to a P25 system	Replace Public Sector Revenue Loss	Y		\$4,000,000	-	-	-

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58	Intelligent Transportation Systems (ITS) Traffic Signal Retiming Safety Project – Phase 1	Replace Public Sector Revenue Loss	Y		\$750,000	-	-	-
60	Contactless payment kiosk for utility payments, installed at location to be determined	Support Public Health Response	N		\$80,000	-	\$32,000	Initial cost estimate of \$80,000 only included hardware. Revised amount includes software licensing, maintenance & support, and armored service. Software subscription for 5 years included in initial purchase price
61	Fire Department Supplied Air Respirators replacement and multi-band radios	Support Public Health Response	Y		\$1,700,000	-	-	-
64	PPE Purchase - 1 year supply for City employees	Support Public Health Response	Y		\$160,000	-	-	-
67	305 W 3rd St - West Wing repair and asbestos abatement, capital investment to meet pandemic operational needs	Replace Public Sector Revenue Loss	N		\$3,000,000	-	\$100,000	Additional funding request due to the escalation in all aspects of costs associated with construction projects
68	Contactless payment kiosk for utility payments, installed at the South Oxnard Center	Support Public Health Response	N		\$80,000	-	\$32,000	Initial cost estimate of \$80,000 only included hardware. Revised amount includes software licensing, maintenance & support, and armored service. Software subscription for 5 years included in initial purchase price
69	Senior Nutrition Program: commercial freezers, cookware, thermal insulated bags, industrial pressure cookers, vehicle	Support Public Health Response	Y		\$350,000	-	-	-
75	Stormwater Conveyance Improvements along Oxnard Boulevard	Water & Sewer Infrastructure	N		\$400,000	-	-	-
77	Harbor Area Water Quality Feasibility Study	Water & Sewer Infrastructure	N		\$300,000	-	-	-
78	Harbor Water Quality Mitigation Fund	Replace Public Sector Revenue Loss	N		\$1,000,000	-	-	-
81	Stormwater Catch Basins Full Capture Devices Installation for Edison Canal and Channel Islands Harbor	Water & Sewer Infrastructure	N		\$400,000	-	\$500,000	Additional catch basins, not on the original State mandated priority location list, should be included in this project to mitigate some of the trash that flows to the City's beaches and harbors. Furthermore, with an escalation in all aspects of costs associated with construction projects, additional funding is recommended to install at the original locations.
84	YARA program	Address Negative Economic Impacts	N		\$75,000	-	-	-
86	USPS mailbox replacement	Replace Public Sector Revenue Loss	N		\$10,000	-	-	-
88	PD Mobile Command Post: radio communications and audio-visual equipment to assist in command and control function at special events, critical and non-critical incidents, relatively complex police operations, and disaster scenes	Replace Public Sector Revenue Loss	Y	This item goes to City Council on 2/7 for purchase approval.	\$750,000	-	-	-
89	City Library Technology Upgrade	Replace Public Sector Revenue Loss	Y	Additional funding allocated in Measure O	\$445,000	-	-	-
90	Ventura County Family Justice Center facility	Replace Public Sector Revenue Loss	N		\$2,000,000	-	-	-

Subtotal of Additional Funding Requested	\$5,425,500
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A	Parade float for annual festivals and events to increase tourism and support for local businesses	Address Negative Economic Impacts	N		\$300,000	-	-	Existing City float Float is over 40 years old: frame/chassis not repairable, exhaust flow into driver area, multiple leaks, and drivers seat not mounted correctly, and other safety issues
B	Outsourced secure website hosting and platform/infrastructure / content management system as-a-service updates for City public website	Broadband Infrastructure	Y		\$50,000	-	-	Moves City's new public website to a reliable and secure online presence in the cloud
C	Cybersecurity information and security event management software	Broadband Infrastructure	Y		\$65,000	-	-	Provides monitoring and action of any cyber attack incursion or maleficence
D	PCI Compliance: governance, risk, compliance software	Broadband Infrastructure	Y		\$110,000	-	-	Supports creation and coordination of City policies and controls for resident payments of City fees via credit card compliance software
E	Cybersecurity and ransomware protection software and systems	Broadband Infrastructure	Y		\$150,000	-	-	Provides ability to unlock ransomed data without paying a ransom if City backups were to fail or are not be available; provides an extra layer of cyber protection.
F	Security Operation Center Implementation & Operational Project	Broadband Infrastructure	Y		\$200,000	-	-	City's Cyber resiliency program: outside Security monitoring and reporting for all network activity
G	Security cameras and software for City sites to replace legacy equipment and expand coverage	Broadband Infrastructure	Y		\$2,000,000	-	-	Improved security at City sites
H	Fire Academy	Support Public Health Response	Y		\$670,000	-	-	Fire Department is planning a larger Fire Academy for FY 2022-23; if additional funding for new recruits is approved, a Fire Academy in FY 2023-24 will not be needed

Subtotal of newly recommended projects	\$3,545,000
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Recommended Modifications to American Rescue Plan Act (ARPA) Investments - February 2023

\$59,540,662 Total

- a) Funds for projects are required to be encumbered by December 31, 2024, and projects completed by December 31, 2026
- b) Items in **green** section indicate projects that have been completed
- c) Items in **red** section indicate projects that are being recommended for removal from ARPA funding
- d) Items in **yellow** section indicate projects that are unchanged and are either underway or will be soon
- e) Items shaded in **yellow** indicate projects that are requesting additional funding
- f) Items in **blue** section indicate staff's new project recommendations
- g) Items with an **orange** outline indicate a further City Council discussion is needed

Item No.	Investment Idea	ARPA Category	Council Priority	Notes	Total Funding	Return to Fund Balance	Additional Funding Needed	Rational
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I	Cast Iron Pipeline Replacement Projects - completed after March 2021	Water & Sewer Infrastructure	Y		\$9,537,084	-	-	Replace aging cast iron waterline pipes at various locations throughout the City
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Subtotal of cast iron replacement projects	\$9,537,084
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TOTALS	
Amount not yet Appropriated by Council	\$1,803,462
Subtotal of Return to Fund Balance	\$1,495,122
Total Currently Available	\$3,298,584
Subtotal of Additional Funding Needed	\$5,425,500
Subtotal of Staff Recommended Removals	\$15,209,000
Subtotal of Newly Recommended Projects	\$3,545,000
Subtotal of Cast Iron Pipe Replacement Projects	\$9,537,084
Total of New Appropriation	\$0

American Rescue Plan Act (ARPA) Investments
\$59,540,662 Total
Tranche 1 = \$29,770,331 - Tranche 2 = \$29,770,331

- a) Tranche 1 was received May 2021. Tranche 2 expected in May 2022
b) Funds for projects are required to be encumbered by December 31, 2024, and projects completed by December 31, 2026
c) Items in **blue** section indicate projects are unchanged and are either underway or will be soon
d) Items in **orange** section indicate projects that require Council selection
e) Items in **green** section indicate projects being newly recategorized to Replace Public Sector Revenue Loss
f) Items in **yellow** section indicate staff's new project recommendations

Item No.	Investment Idea	ARPA Category	ARPA Sub-Category, Federal Register page	Council Priority	Tranche	Notes	Picked by Council - 9/21/21	Tabled until spring 2022	New Projects
1	Gratitude program for grocery store workers *City Council approved June 1, 2021, Resolution No. 15,443	Premium Pay for Essential Workers	Premium Pay, pg 26797	Y	1		\$2,500,000		
2	Premium pay for City employees working on the front-line during the pandemic	Premium Pay for Essential Workers	Premium Pay, pg 26797	Y	1		\$2,000,000		
3	Refreshing school crosswalks and Safe Routes planning	Address Negative Economic Impacts	Promoting Healthy Childhood Environments, pg 26796	Y	1		\$600,000		
6	Carnegie Art Museum: architectural and seismic study (New)	Address Negative Economic Impacts	Aid to Impacted Industries: Tourism, pg 26795	Y	1		\$160,000		
7	Seed money for park equipment repair, replacement, and consideration of all-access equipment. Specific park locations will be determined based on safety and need	Address Negative Economic Impacts	Promoting Healthy Childhood Environments, pg 26796	Y	2		\$3,000,000		
9	Pleasant Valley Park: repair and replacement of playground equipment (not in Parks & Rec Master Plan)	Address Negative Economic Impacts	Promoting Healthy Childhood Environments, pg 26796	Y	2		\$600,000		
10	Oxnard festivals - "Comeback Year" grants	Address Negative Economic Impacts	Aid to Impacted Industries: Tourism, pg 26795	N	1		\$200,000		
11	Community Assessment to determine transitions to adulthood among Oxnard Youth Post Covid-19	Address Negative Economic Impacts	Expenses to Improve Efficacy of Economic Relief Programs, pg 26794	N	1		\$300,000		
12	Community Assessment report on Oxnard's business attractions assets and gap analysis	Address Negative Economic Impacts	Small Business and Nonprofits/Expenses to Improve Efficacy of Economic Relief Programs, pg 26794	Y	1		\$100,000		
13	Relocate COVID-19 shelter from PAL to the Armory and costs to repair and clean PAL	Address Negative Economic Impacts	Assistance to Households, pg 26794	Y	1		\$15,000		
14	Develop plan to redevelop Hueneme corridor between Saviers Rd & S. J St; Oxnard Transit Center: assembly of land, & procurement of developer	Address Negative Economic Impacts	Building Stronger Communities through Investments in Housing & Neighborhoods, pg 26795	Y	1	Split project with Item 14a below due to ARPA completion deadline	\$400,000		
15	Saviers Rd Corridor: conceptual plan for widening sidewalks, landscape, lighting.	Address Negative Economic Impacts	Small Businesses & Nonprofits, pg 26794	Y	2		\$140,000		
16	Saviers Rd Corridor: formation of South Oxnard Property Business Improvement District (PBID)	Address Negative Economic Impacts	Small Businesses & Nonprofits, pg 26794	Y	1		\$100,000		
17	River Ridge Playing Fields: parking improvements & permanent power (not in Parks & Rec Master Plan)	Address Negative Economic Impacts	Aid to Impacted Industries: Tourism, pg 26795	N	1		\$325,000		
18	River Ridge Golf Course: Event space for golf course to expand wedding business (not in Parks & Rec Master Plan)	Address Negative Economic Impacts	Aid to Impacted Industries: Tourism, pg 26795	N	1		\$600,000		
19	PACC - upgraded marquee with new digital sign	Address Negative Economic Impacts	Aid to Impacted Industries: Tourism, pg 26795	N	1		\$85,000		
21	Visit Oxnard: Branding & publications, destination management, digital advertising	Address Negative Economic Impacts	Aid to Impacted Industries: Hotels and Tourism, pg 26795	N	1		\$436,000		
23	Homeless/Housing: Temporary staffing (over 2 years) to support the administration of Mainstream and Emergency Housing Vouchers	Address Negative Economic Impacts	Assistance to Households, pg 26794	Y	1		\$400,000		
24	Colonia Park: repair and resurface pool, renovation of locker rooms, construction of new public restrooms, basketball court resurfacing (resurfacing project, Parks & Rec Master Plan, pg 215)	Address Negative Economic Impacts	Promoting Healthy Childhood Environments, pg 26796	Y	2		\$1,200,000		
25	Johnson Creek Park: renovation of snack bar, restrooms, and baseball fields (not in Parks & Rec Master Plan)	Address Negative Economic Impacts	Promoting Healthy Childhood Environments, pg 26796	Y	2		\$600,000		
26	Durley Park: repair baseball fields (Parks & Rec Master Plan, pg 158)	Address Negative Economic Impacts	Promoting Healthy Childhood Environments, pg 26796	Y	1		\$75,000		
27	River Ridge Playing Fields: permanent bleachers & stage area; 50% of \$200,000 total cost (not in Parks & Rec Master Plan)	Address Negative Economic Impacts	Aid to Impacted Industries: Tourism, pg 26795	N	2		\$100,000		
28	Youth Facilities (PAL): sports equipment, youth center supplies, vehicle	Address Negative Economic Impacts	Promoting Healthy Childhood Environments, pg 26796	Y	1		\$130,000		
29	Youth Centers (Colonia Park, Durley Park, Southwinds Park, S. Oxnard Center): Sports equipment, youth center supplies, furniture, computer centers	Address Negative Economic Impacts	Promoting Healthy Childhood Environments, pg 26796	Y	1		\$190,000		
30	Wilson Arts Building: reconstruct the ADA ramp at Wilson Art Building to serve youth classes and the Special Populations program	Address Negative Economic Impacts	Promoting Healthy Childhood Environments, pg 26796	Y	1		\$20,000		
31	Oxnard Senior Centers (Wilson, South Oxnard, and Colonia): replacement of furniture in the social spaces	Address Negative Economic Impacts	Assistance to Households, pg 26794	Y	1	Discuss additional investments in spring	\$100,000		
32	PACC CIP - remove and replace roofing material and metal flashing on the Ventura and Oxnard room roofs	Address Negative Economic Impacts	Aid to Impacted Industries: Tourism, pg 26795	N	2		\$545,000		

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Item No.	Investment Idea	ARPA Category	ARPA Sub-Category, Federal Register page	Council Priority	Tranche	Notes	Picked by Council - 9/21/21	Tabled until spring 2022	New Projects
35	Oxnard Arts Academy: portable classrooms, instruments, tablets, music stands, chairs, tables	Address Negative Economic Impacts	Addressing Education Disparities, pg 26796	Y	2		\$450,000		
36	Downtown: 50 trash receptacles, acquisition of water trailer for DOIA, marketing funds, acquisition of movable/lockable tables and chairs, public art, removable bollards, & reader boards.	Address Negative Economic Impacts	Small Businesses & Nonprofits, pg 26794	Y	1		\$775,000		
37	Downtown: implement outdoor venues on City owned properties (A St and 5th St)	Address Negative Economic Impacts	Small Businesses & Nonprofits, pg 26794	Y	1		\$250,000		
46	Oxnard Tennis Center: replace the foundation and resurface the tennis courts	Address Negative Economic Impacts	Promoting Healthy Childhood Environments, pg 26796	Y	2	Added by Councilmember Madrigal	\$500,000		
49	Libraries (Main, S. Oxnard, and Colonia branch): upgrade of Wifi systems with Bluesocket Access Points with omnidirectional antennas	Broadband Infrastructure	Broadband Infrastructure, pg 26804	N	1		\$17,000		
50	Youth Recreation Centers: Installation of Fiber Lines for South Oxnard Center, Southwinds Center, Colonia Center, Durley Park Center - requires an internet service provider to provide service	Broadband Infrastructure	Promoting Healthy Childhood Environments, pg 26796; Broadband Infrastructure, pg 26804	N	2		\$675,000		
53	City-wide ADA tree and sidewalk improvements	Replace Public Sector Revenue Loss	Government Services pg 26801	Y	2		\$1,000,000		
54	Fire station architectural design for Oxnard Fire Stations 2, 3, 5	Replace Public Sector Revenue Loss	Government Services, pg 26801	Y	1		\$1,000,000		
55	Fire Department Vehicle for 2-person paramedic squad	Replace Public Sector Revenue Loss	Government Services, pg 26801	Y	2		\$80,000		
56	Police Department radio communications: upgrade City-wide radio infrastructure to a P25 system	Replace Public Sector Revenue Loss	Government Services, pg 26801	Y	2		\$4,000,000		
57	Howell Rd lighting and safety improvements	Replace Public Sector Revenue Loss	Government Services, pg 26801	Y	2		\$250,000		
58	Intelligent Transportation Systems (ITS) Traffic Signal Retiming Safety Project – Phase 1	Replace Public Sector Revenue Loss	Government Services, pg 26801	Y	2		\$750,000		
59	Bike / Pedestrian project: Wooley Rd Protected Bike Lanes	Replace Public Sector Revenue Loss	Government Services pg 26801	N	2	Added by Councilmembers Teran & Madrigal	\$1,500,000		
60	Contactless payment kiosk for utility payments, installed at location to be determined	Support Public Health Response	COVID-19 Mitigation & Prevention, pg 26790	N	1		\$80,000		
61	Fire Department Supplied Air Respirators replacement and multi-band radios	Support Public Health Response	COVID-19 Mitigation & Prevention, pg 26790	Y	1		\$1,700,000		
63	Code Compliance: Tablet purchases for field reporting, access to information, inspections, and video	Support Public Health Response	COVID-19 Response & Prevention, pg 26821	Y	1		\$12,600		
64	PPE Purchase - 1 year supply for City employees	Support Public Health Response	COVID-19 Response & Prevention, pg 26821	Y	1		\$160,000		
65	Zoom license bundles - 1 year	Support Public Health Response	COVID-19 Response & Prevention, pg 26821	N	1		\$6,600		
66	Fire Catch-up Academy: cost of six recruits	Support Public Health Response	Public Health & Safety Staff, pg 26791	Y	1		\$580,000		
68	Contactless payment kiosk for utility payments, installed at the South Oxnard Center	Support Public Health Response	COVID-19 Mitigation & Prevention, pg 26790	N	1		\$80,000		
69	Senior Nutrition Program: commercial freezers, cookware, thermal insulated bags, industrial pressure cookers, vehicle	Support Public Health Response	COVID-19 Response & Prevention, pg 26821	Y	1		\$350,000		
71	Electrical Plant Water Quality Capture Project	Water & Sewer Infrastructure	Stormwater, pg 26802	N	2		\$400,000		
72	Phase 1 Design: College Park-Oxnard Regional Stormwater Capture Project	Water & Sewer Infrastructure	Stormwater, pg 26802	Y	2		\$100,000		
73	Phase 1 Design: Driffill Elementary School-Oxnard Regional Stormwater Capture Project	Water & Sewer Infrastructure	Stormwater, pg 26802	Y	2		\$100,000		
74	Phase 1 Design: Frank Intermediate School-Oxnard Regional Stormwater Capture Project	Water & Sewer Infrastructure	Stormwater, pg 26802	Y	2		\$100,000		
75	Stormwater Conveyance Improvements along Oxnard Boulevard	Water & Sewer Infrastructure	Stormwater, pg 26802	N	2		\$400,000		
76	Stormdrain: Diamond Bar	Water & Sewer Infrastructure	Stormwater, pg 26802	N	2		\$600,000		
77	Harbor Area Water Quality Feasibility Study	Water & Sewer Infrastructure	Stormwater, pg 26802	N	2		\$300,000		
79	Phase 1 Design: East Village/Del Sol Park diversion and infiltration-Oxnard Regional Stormwater Capture Project	Water & Sewer Infrastructure	Stormwater, pg 26802	Y	2		\$100,000		

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Item No.	Investment Idea	ARPA Category	ARPA Sub-Category, Federal Register page	Council Priority	Tranche	Notes	Picked by Council - 9/21/21	Tabled until spring 2022	New Projects
80	Phase 1 Design: Ventura Road and 2nd St. diversion and infiltration-Oxnard Regional Stormwater Capture Project	Water & Sewer Infrastructure	Stormwater, pg 26802	Y	2		\$100,000		
81	Stormwater Catch Basins Full Capture Devices Installation for Edison Canal and Channel Islands Harbor	Water & Sewer Infrastructure	Stormwater, pg 26802	N	2		\$400,000		
83	Phase 1 Design: Riverpark basin - recycled water storage project	Water & Sewer Infrastructure	Water & Sewer Infrastructure pg 26802	N	2		\$100,000		
84	YARA program	Address Negative Economic Impacts	Assistance to Unemployed Workers, Households, pg 26794; Promoting Healthy Childhood Environments, pg 26796			Added by Mayor Zaragoza	\$75,000		
85	Painting City Hall & Annex	Replacing Public Revenue Loss	Government Services, pg 26801			Added by Mayor Zaragoza	\$600,000		
86	USPS mailbox replacement	Replacing Public Revenue Loss	Government Services, pg 26801			Added by Mayor Pro Tem MacDonald	\$10,000		

20	City-wide wayfinding program	Address Negative Economic Impacts	Aid to Impacted Industries: Hotels and Tourism, pg 26795	N	1	Move to spring discussion		\$1,000,000	
38	Heritage Square building & site enhancements, repairs, and event support	Address Negative Economic Impacts	Aid to Impacted Industries: Tourism, pg 26795	N	1	Move to spring discussion		\$1,000,000	
45	Oxnard Employee Pipeline and Homeless Vocational programs	Address Negative Economic Impacts	Assistance to Unemployed Workers, Households, pg 26794; Services to address homelessness pg 26796	Y	1	Move to spring discussion		\$200,000	
51	City-wide painting of curbs red next to fire hydrants	Replace Public Sector Revenue Loss	Government Services, pg 26801	N	2	Move to spring discussion		\$250,000	
52	Bike / Pedestrian project: Path along the SCR-3 levee road north of the River Ridge Golf Course between Ventura Rd and Victoria Rd	Replace Public Sector Revenue Loss	Government Services pg 26801	N	2	Move to spring discussion		\$3,800,000	

4	Safe Sleep Program - Capital improvements to support up to 14 RVs in City-owned parking lot at former Oxnard National Guard Armory	Address Negative Economic Impacts	Assistance to Households, pg 26794	Y	1		\$700,000		
8	Seed money for 10 park playground shade structures. Specific park locations based on parks receiving replacement of playground equipment (not in Parks & Rec Master Plan)	Address Negative Economic Impacts	Promoting Healthy Childhood Environments, pg 26796	Y	2		\$1,000,000		
14a	Property acquisition for economic development & redevelopment of Hueneme corridor between Saviers & S. J St.	Address Negative Economic Impacts	Building Stronger Communities through Investments in Housing & Neighborhoods, pg 26795	Y	1	Split project w/ Item 14 above due to ARPA completion deadline	\$2,600,000		
22	Sports Park: Baseball and softball complex, lawns spaces w/ walking trails, inclusive playgrounds (Parks & Rec Master Plan, pgs 140, 158, 214, 217)	Address Negative Economic Impacts	Aid to Impacted Industries: Tourism, pg 26795	Y	2	Reduced by \$5 million	\$1,500,000		
33	Olympic Skatepark in Colonia	Address Negative Economic Impacts	Aid to Impacted Industries: Tourism, pg 26795	N	2		\$3,000,000		
34	Main and S. Oxnard branch libraries technology purchases, laptops, security systems, and upgrades; conversion of computer labs with up to 100 Chromebooks for City's three libraries (includes Colonia)	Address Negative Economic Impacts	Promoting Healthy Childhood Environments, pg 26796	Y	1		\$830,000		
43	Permanent Outdoor Patio Program Fund: provide grants for restaurants to create permanent attractive and safe outdoor dining spaces.	Address Negative Economic Impacts	Small Businesses & Nonprofits, pg 26794	Y	1	Added by Councilmember Teran	\$1,000,000		
62	Police Department Covid Response: Polaris ATV for PD beach patrols, equipment decontamination software, additional car wash cleaning, social distancing COVID compliance materials	Support Public Health Response	COVID-19 Mitigation & Prevention, pg 26790	Y	1		\$40,000		
67	305 W 3rd St - West Wing repair and asbestos abatement, capital investment to meet pandemic operational needs	Support Public Health Response	COVID-19 Mitigation & Prevention, pg 26790	N	2		\$3,000,000		
78	Harbor Water Quality Mitigation Fund	Water & Sewer Infrastructure	Stormwater, pg 26802	N	2		\$1,000,000		
82	AWPF-Oxnard Regional Stormwater Capture Project Wetland Storage & Sewer Diversion Pilot	Water & Sewer Infrastructure	Stormwater, pg 26802	Y	2		\$1,000,000		

NEW	Fire Department: Direct Recycling Apparatus Firefighting Training and Sustainability - will save 7.5 million gallons of water per year	Replace Public Sector Revenue Loss	Government Services, pg 26801	Y	2	New project proposed by staff			\$100,000
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Item No.	Investment Idea	ARPA Category	ARPA Sub-Category, Federal Register page	Council Priority	Tranche	Notes	Picked by Council - 9/21/21	Tabled until spring 2022	New Projects
NEW	PD Mobile Command Post: radio communications and audio-visual equipment to assist in command and control function at special events, critical and non-critical incidents, relatively complex police operations, and disaster scenes	Replace Public Sector Revenue Loss	Government Services, pg 26801	Y	2	New project proposed by staff			\$750,000
NEW	Library Network Moderation and Refresh Project	Replace Public Sector Revenue Loss	Government Services, pg 26801	Y	2	New project proposed by staff			\$445,000
NEW	Ventura County Family Justice Center facility	Replace Public Sector Revenue Loss	Government Services, pg 26801	N	2	New project proposed by staff			\$2,000,000

\$48,192,200 \$6,250,000 \$3,295,000

Total of current projects: \$48,192,200
Total of projects deferred to spring: \$6,250,000
Total amount of new projects: \$3,295,000
Grand Total: \$57,737,200
Available ARPA funding: \$59,540,662
Remaining ARPA funding: \$1,803,462

Current Capital Improvement Project (CIP) Work List - February 2023							
Legend							
Highest		Yes for 3 prioritization categories					
		Yes for 2 prioritization categories, at least 1 either COUNCIL or APRA priority					
		Yes for Health & Safety and ARPA					
		ARPA only					
		Yes for 2 prioritization categories, no COUNCIL or ARPA priority					
		Yes for 1 prioritization category					
Lowest		No prioritization category					
		"line in the sand" - Current resource capacity limit to manage projects in addition to those in construction					
ITEM	TYPE	GRANT FUNDED (Y/N)	COUNCIL PRIORITY (Y/N)	HEALTH & SAFETY (Y/N)	ARPA FUNDED (Y/N)	PROJECT TITLE	CURRENT PROJECT PHASE
1	Water	Y	Y	Y	N	Aquifer Storage and Recovery (ASR) Completion	Construction
2	Street	N	Y	Y	N	Arterial Street Resurfacing	Construction
3	Water	N	Y	Y	N	Automated Meter Infrastructure Replacement	Construction
4	Water	N	Y	Y	N	AWPF Total Organic Carbon (TOC) Analyzer	Construction
5	Water	N	Y	Y	N	Blending Station Upgrades	Construction
6	Street	N	Y	Y	N	Citywide Alleyway Resurfacing	Construction
7	Street	N	Y	Y	N	Neighborhood Street Resurfacing	Construction
8	Stormwater	N	N	Y	Y	Storm Water Catch Basins Full Capture Devices Installation	Construction
9	Park	Y	N	Y	N	Johnson Creek Playground	Construction
10	Park	Y	N	Y	N	Thompson Park Playground	Construction
11	Park	Y	N	Y	N	Wilson & Pleasant Valley Parks	Construction
12	Wastewater	Y	N	Y	N	Electrical Improvements at the OWTP	Construction
13	Traffic	Y	N	Y	N	Mandalay Bay Bridge Rehabilitation - Grant deadline: February 2027 complete project	Construction
14	Wastewater	Y	N	Y	N	New Maintenance Storage Building	Construction
15	Wastewater	Y	N	Y	N	OWTP System SCADA Improvements	Construction
16	Traffic	Y	N	Y	N	Oxnard Boulevard & Saviers Road - 5 Locations - Grant deadline: June 2025 complete project	Construction
17	Wastewater	Y	N	Y	N	Reliability Improvements at the Wastewater Treatment Plant	Construction
18	Traffic	Y	N	Y	N	Traffic Signal Modifications - 7 Locations - Grant deadline: June 2026 complete project	Construction
19	Traffic	Y*	N	Y	N	Ventura Boulevard Sidewalk - Rose Avenue to Balboa Street - Grant deadline: May 2023 complete project	Construction
20	Traffic	Y	N	Y	N	Ramona Preschool Pedestrian Crossing Enhancements - Grant deadline: June 2025 complete project	Construction
21	Park	Y	N	N	N	Community Center East Park Improvements	Construction
22	Building	N	Y	N	N	Council Chambers Remodel	Construction
23	Traffic	Y	N	N	N	Edison Canal Bridge Rehabilitation - Grant deadline: February 2027 complete project	Construction
24	Building	N	N	Y	N	Elevator Renovation at Civic Center West Wing	Construction
25	Wastewater	N	N	Y	N	Lift Station Improvements	Construction
26	Wastewater	N	N	Y	N	OWTP Site Security Improvements	Construction
27	Building	N	N	Y	N	Roof Replacement - South Oxnard Center	Construction
28	Building	N	N	Y	N	Roof Replacement - Sturgis Annex	Construction
29	Environmental Resources	N	N	Y	N	Scale Replacement at Environmental Resources	Construction
30	Wastewater	N	N	Y	N	Motor Control Center (MCC) Construction	Construction
31	Street	N	Y	Y	N	Arterial Street Resurfacing	Design
32	Water	N	Y	Y	N	AWPF Improvements - Phase I	Planning
33	Water	N	Y	Y	N	Blending Station 1 ATS and Panel Replacement	Design
34	Building	N	Y	N	Y	Carnegie Museum Seismic Analysis	Design
35	Water	N	Y	Y	N	Chemical Tank Replacements	Design
36	Street	N	Y	Y	N	Citywide Alleyway Resurfacing	Design
37	Water	N	Y	Y	N	CMWD Transmission Main	Design
38	Traffic	N	N	Y	Y	Crosswalk & Safe Routes to School	Design
39	Water	N	Y	Y	N	Desalter Upgrades and Brine Minimization	Design
40	Seawall	N	Y	Y	N	Mandalay Bay Seawalls	Design
41	Street	N	Y	Y	N	Neighborhood Street Resurfacing	Design
42	Building	Y	Y	N	N	Oxnard Aquatics Center	Design
43	Water	N	Y	Y	N	Water System SCADA Improvements	Design
44	Building	N	N	Y	Y	Oxnard Fire Stations No. 2, 3, 4	Design
45	Park	N	N	Y	Y	Playground Replacement	Design
46	Building	N	N	Y	Y	Roof Replacement - PACC Ventura/Oxnard Rental Spaces	Design
47	IT	N	N	Y	Y	Upgrade Citywide Radio Infrastructure	Design
48	Traffic	N	N	N	Y	Intelligent Transportation Systems (ITS) Traffic Signal Improvements	Design
49	Park	N	N	N	Y	Olympic Skatepark in Colonia	Design
50	Park	N	N	N	Y	Oxnard Tennis Center Improvements	Design
51	Stormwater	N	N	N	Y	Stormwater Catch Basins Full Capture Devices - Edison Canal and CI Blvd	Design
52	Stormwater	N	N	N	Y	Stormwater Conveyance Improvements along Oxnard Blvd	Design
53	Traffic	Y	N	Y	N	Bicycle & Pedestrian Facilities - Grant deadline: August 2024 construction authorization	Design
54	Traffic	Y	N	Y	N	Citywide Signal Modifications - 10 Locations - Grant deadline: September 2024 construction allocation	Design
55	Traffic	Y*	N	Y	N	Etting Road Bicycle & Pedestrian Facilities Installation - Grant deadline: January 2023 construction allocation (scheduled on 1/25/23 meeting)	Design
56	Wastewater	Y	N	Y	N	Headworks Variable Frequency Drives (VFD) at the OWTP	Design
57	Traffic	Y	N	Y	N	Local Road Safety Plan - Grant deadline: June 2024 complete project (scheduled on 1/17/23 Council to adopt/complete)	Design
58	Traffic	Y	N	Y	N	Oxnard Boulevard Bicycle Facilities Installation - Grant deadline: May 2026 construction allocation	Design
59	Building	Y	N	Y	N	Oxnard Transit Center Improvements - Grant deadline: No specific date, ASAP only, VCTC TDA funds from FY16-17	Design
60	Building	Y	N	Y	N	Police Station Emergency Backup Generator	Design
61	Traffic	Y*	N	Y	N	Rice Avenue & Fifth Street Railroad Grade Separation - Grant deadline: June 2023 construction allocation or extension	Design
62	Traffic	Y*	N	Y	N	Safe Routes to School Safety and Enhancements - Grant deadline: June 2023 construction allocation or extension	Design
63	Traffic	Y*	N	Y	N	Sustainable Transportation Plan - Grant deadline: April 2023 complete project (scheduled on 3/21/23 Council to adopt/complete)	Design
64	Wastewater	Y	N	Y	N	UPRR Central Trunk Sewer Pipe Replacement	Design

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		Yes for Health & Safety and ARPA					
		ARPA only					
		Yes for 2 prioritization categories, no COUNCIL or ARPA priority					
		Yes for 1 prioritization category					
Lowest		No prioritization category					
		"line in the sand" - Current resource capacity limit to manage projects in addition to those in construction					
ITEM	TYPE	GRANT FUNDED (Y/N)	COUNCIL PRIORITY (Y/N)	HEALTH & SAFETY (Y/N)	ARPA FUNDED (Y/N)	PROJECT TITLE	CURRENT PROJECT PHASE
65	Park	Y	N	Y	N	Wilson & Pleasant Valley Parks	Design
66	Traffic	N	N	Y	N	Adaptive Traffic Signals	Design
67	Park	Y	N	N	N	Campus Park Activation	Design
68	Building	N	N	Y	N	Civic Center West Wing Building Improvements	Design
69	Building	N	N	Y	N	CUPA Improvements at River Ridge Golf Course	Design
70	Wastewater	N	N	Y	N	Effluent Disposal Improvements	Design
71	Traffic	N	N	Y	N	Five Points Intersection Traffic Signal Rehabilitation	Design
72	Water	N	N	Y	N	Hobson Park East Neighborhood Cast Iron Pipe	Design
73	Water	N	N	Y	N	Kamala Park Neighborhood Cast Iron Pipe	Design
74	Wastewater	N	N	Y	N	Maintenance Building Expansion	Design
75	Wastewater	N	N	Y	N	Primary Clarifiers and Activated Sludge Improvements	Design
76	Building	N	N	Y	N	Roof Replacement - Wilson Senior Center Complex	Design
77	Park	N	N	Y	N	Seaview Park Improvements	Design
78	Wastewater	N	N	Y	N	Sewer Manhole Rehabilitation and Replacement	Design
79	Traffic	N	N	Y	N	Traffic Signal Modernization	Design
80	Water	N	N	Y	N	Water Campus Security Improvements	Design
81	Park	N	N	N	N	Central Park Fountain Control Room Renovation	Design
82	Environmental Resources	N	N	N	N	Compressed Natural Gas (CNG) Facility	Design
83	Park	N	N	N	N	Del Sol Park Improvements Phase I	Design
84	Wastewater	N	N	N	N	Digester/Cogeneration Improvements	Design
85	Wastewater	N	N	N	N	Dissolved Air Flotation Improvements	Design
86	Wastewater	N	N	N	N	Gravity Main Improvements	Design
87	Wastewater	N	N	N	N	Outfall Repair	Design
88	IT	N	N	N	N	Perkins Road Fiber Expansion	Design
89	Building	N	N	N	N	River Ridge Clubhouse Roofing Replacement and Exterior Improvements	Design
90	Wastewater	N	N	N	N	Wastewater Campus - Fuel Station	Design
91	Wastewater	N	N	N	N	Wastewater Campus - New Office Spaces	Design
92	Water	N	N	N	N	Water Campus - Chemical Storage Roof Repair and Tank	Design
93	Water	N	N	N	N	Water Campus - New Office Space	Design
94	Environmental Resources	N	N	N	N	Roof Replacement - Del Norte Facility	Design
95	Building	N	N	N	N	South Oxnard Branch Library HVAC Renovation	Design
96	Traffic	Y	N	Y	N	Accessible Pedestrian Enhancements - Grant deadline: TBD, funded, awaiting programing year from VCTC	Planning
97	Traffic	N	N	Y	N	Bard Corridor Bike/Ped Enhancements - Grant deadline: TBD awaiting grant announcement	Planning
98	Traffic	N	N	Y	N	Oxnard/Channel Islands Intersection Reconfiguration - Grant deadline: TBD awaiting grant announcement	Planning
99	Traffic	N	N	Y	N	Ventura Corridor Bike/Ped Enhancements - Grant deadline: TBD awaiting grant announcement	Planning
100	Traffic	N	N	Y	N	SMART Signals Pilot Project - Grant deadline: TBD awaiting grant announcement	Planning
101	Traffic	Y	Y	N	N	4th Street Mobility Improvements	Planning
102	Water	N	Y	Y	N	Arterial Street Cast Iron Pipe Replacement	Planning
103	Street	N	Y	N	Y	Saviers Road Corridor Improvements	Planning
104	Building	N	N	Y	Y	City Hall and Annex Exterior Improvements	Planning
105	Street	N	N	Y	Y	Howell Road Lighting and Safety Improvements	Planning
106	Street	N	N	Y	Y	Wooley Road Protected Bike Lanes	Planning
107	Wastewater	N	N	N	Y	AWPF Oxnard Regional Stormwater Capture Wetland	Planning
108	Street	N	N	N	Y	Citywide Sidewalk Repairs	Planning
109	Park	N	N	N	Y	Colonia Park Improvements	Planning
110	Stormwater	N	N	N	Y	Electrical Plant Water Quality Capture	Planning
111	Park	N	N	N	Y	Johnson Creek Park Improvements	Planning
112	Building	N	N	N	Y	Oxnard Arts Academy	Planning
113	Park	N	N	N	Y	Park Playground Shade Structures	Planning
114	Park	N	N	N	Y	Pleasant Valley Park Playground	Planning
115	Stormwater	N	N	N	Y	Regional Stormwater Capture Improvements	Planning
116	Water	N	N	N	Y	River Park Basin Recycled Water Storage Project	Planning
117	Building	N	N	N	Y	River Ridge Golf Course Event Space Upgrades	Planning
118	Park	N	N	N	Y	River Ridge Permanent Bleachers and Stage Area	Planning
119	Park	N	N	N	Y	River Ridge Playing Fields Improvements	Planning
120	Stormwater	N	N	N	Y	Storm Drain Construction: Diamond Bar	Planning
121	Wastewater	Y	N	Y	N	Electrical Vault & Conduit Rehabilitation	Planning
122	Traffic	Y	N	Y	N	Oxnard Trail Class I Bike Path Camino Del Sol to Cooper Road	Planning
123	Water	N	N	Y	N	Asbestos Concrete Water Pipe Replacement	Planning
124	Building	N	N	Y	N	City Hall HVAC & EMS	Planning
125	Traffic	N	N	Y	N	Cypress Road Railroad Pedestrian Crossing	Planning
126	Park	Y	N	N	N	Durley Park Improvements	Planning
127	Water	N	N	Y	N	Fire Flow Upgrade	Planning
128	Water	N	N	Y	N	Neighborhood Cast Iron Pipe Replacement	Planning
129	Park	N	N	Y	N	Public Restroom Improvements	Planning
130	Park	Y	N	N	N	Sport Court Resurfacing in Various Locations	Planning
131	Traffic	N	N	Y	N	US 101/Del Norte Interchange Upgrade	Planning
132	Environmental Resources	N	N	Y	N	Video Surveillance System - Phase II	Planning
133	Water	N	N	N	N	Aquifer Storage and Recovery (ASR) Wells Construction	Planning
134	Wastewater	N	N	N	N	AWPF Improvements - Phase II	Planning
135	Wastewater	N	N	N	N	AWPF Recycled Water Storage Construction	Planning

Current Capital Improvement Project (CIP) Work List - February 2023							
Legend							
Highest		Yes for 3 prioritization categories					
		Yes for 2 prioritization categories, at least 1 either COUNCIL or APRA priority					
		Yes for Health & Safety and ARPA					
		ARPA only					
		Yes for 2 prioritization categories, no COUNCIL or ARPA priority					
		Yes for 1 prioritization category					
Lowest		No prioritization category					
		"line in the sand" - Current resource capacity limit to manage projects in addition to those in construction					
ITEM	TYPE	GRANT FUNDED (Y/N)	COUNCIL PRIORITY (Y/N)	HEALTH & SAFETY (Y/N)	ARPA FUNDED (Y/N)	PROJECT TITLE	CURRENT PROJECT PHASE
136	Wastewater	N	N	N	N	Biosolids Thickener Rehabilitation	Planning
137	Park	N	N	N	N	College Estates Park Exeloo	Planning
138	Wastewater	N	N	N	N	Interstage Pump Station	Planning
139	Water	N	N	N	N	New Wells - Blending Station 3	Planning
140	Water	N	N	N	N	New Wells - Water Division Headquarters	Planning
141	Wastewater	N	N	N	N	Odor Reduction Program	Planning
142	Special District	N	N	N	N	Oxnard Trail Light Replacement Phase II	Planning
143	Building	N	N	N	N	Performance Arts Center Seismic Analysis - Tier II	Planning
144	Wastewater	N	N	N	N	Plant Control Center Locker Room Remodel	Planning
145	Building	N	N	N	N	Roof Replacement - Various Facilities	Planning
146	Stormwater	N	N	N	N	Storm Drain Construction	Planning
147	Park	N	N	N	N	Via Marina Park Renovation	Planning
148	Park	N	N	N	N	Water Feature at Campus Park	Planning
149	Water	N	N	N	N	Water Treatment Facility and Storage Expansion	Planning
150	IT	N	N	N	N	WiFi in the Parks	Planning



Shifting Gears; Making Adjustments to Align with Economic & Social Circumstances

February 7, 2023

Discussion Overview

1 City Progress

2 Economic & Social Impacts on Local Government

1. Supply Chain Disruption 
2. Inflation 
3. Labor Shortage 

3 Shifting Gears

4 American Rescue Plan Act (ARPA) Realignment

5 Modify the Timelines of Council Priorities (5 to 7 Years)

6 Restoration Budgets (3 to 5 Years)

7 Q&A with Department Directors



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.3

DATE: February 7, 2023

TO: City Council

FROM: Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org

SUBJECT: Water Policy and Related Litigation Update. (10 minutes)

RECOMMENDATION

That the City Council receive and file the Water Policy Report and Update on related Litigation.

This item is not subject to the California Environmental Quality Act pursuant to Public Resources Code 21080(b)(4).

(Public Works and Transportation Committee approved 3-0.)

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

BACKGROUND

The City of Oxnard serves potable water to more than 43,000 service connections. Approximately 85% of those services are single and multi-family residential. The City is responsible for operating and maintaining water production, treatment facilities, blending stations and a distribution system to deliver potable water to its customers.

Approximately a third of the City's water supply is imported water purchased from the Metropolitan Water District of Southern California (Met), provided by the Calleguas Municipal Water District. Another third is produced by the City's groundwater wells and treated by reverse osmosis or blended and disinfected before entering the City distribution system. The final third of the water supply is groundwater pumped by the United Water Conservation District (UWCD) for the City. Finally, The City has an Advanced Water Purification Facility (AWPF) that produces recycled water sold to agricultural, industrial and the golf course as customers.

The Public Works and Transportation Committee (PWTC) requested that staff provide various reports related to Water, Recycled Water, and Wastewater. Specifically for Water, the PWTC desired a Water facility virtual tour as well as an update on Oxnard's water sources and the drought, and information on the cost of water, the Urban Water Management Plan, and recycled water. This report is regarding water policy and related litigation, which informs the other reports and is relevant to understanding the long-term future of Oxnard's water supply.

DISCUSSION

In order to create water reliability and efficiency, Oxnard's water policy focuses on both diversifying our portfolio by gaining access to all possible sources of water (State water, groundwater, and recycled water), and on conjunctive use, which means managing the various water sources in a coordinated fashion to maximize the yield (and minimize the cost) of the overall water resource. To accomplish these two goals, the City is engaged in a multi-pronged approach:

1. Advocate for water policies that encourage or incentivize direct deliveries of recycled water;

2. Advocate for water policies that encourage storage, retrieval and transfer of water stored from Aquifer Storage and Recovery (ASR) and/or recharge operations;
3. Advocate for water policies that encourage storage, retrieval and transfer of water stored from imported water recharge; and
4. Litigate legal claims to groundwater rights.

In the past few years, the City has been active in advocating for its interests through the Fox Canyon Groundwater Management Agency (GMA), Calleguas and Met as well as meeting with various water partners across the region. More specifically, the City has been engaged in multiple water policy and related litigation efforts, as described below.

GMA Policy Efforts

Councilmember Perello represents Oxnard and four other cities on the GMA Board. City staff participates in every GMA and GMA subcommittee meeting and works closely with GMA staff to represent the City's interests in managing the groundwater basin. As of late, these efforts have focused on two particular areas: revising a GMA resolution to allow Oxnard's use of recycled water pumping allocations and prioritizing regional projects for funding purposes.

Oxnard is working with the GMA to revise its Resolution 2013-02 regarding the Recycled Water Pumping Allocation (RWPA). In 2013, the GMA passed this resolution concerning the implementation of the first phase of the Groundwater Recovery Enhancement and Treatment (GREAT) Program and the associated recycled water management plan. The resolution allowed the City to receive one acre-foot of groundwater pumping allocation for each acre-foot of recycled water it sold. Rather than paying the full cost of the recycled water in cash, our customers may pay partly in cash and partly by transferring these groundwater pumping allocations, which to date have reached approximately 6,000 in total. However, the resolution does not allow the City to use these allocations so long as the water levels in a particular geographic region (called the Forebay) are low and hydrologic conditions are poor, and thus, Oxnard's account has been frozen for some years. This winter, we anticipate coming before the GMA Board with the support of GMA staff to propose a resolution to allow Oxnard to either pump or sell these allocations, thereby realizing the full value.

Additionally, Oxnard has advocated the GMA prioritize various projects around the region. The GMA's Operations Committee is currently engaged in that process. This is important for three funding-related reasons. First, the State has already begun passing through some opportunities for water infrastructure grants to the GMA. Going forward, staff expects some large State and federal grants to be available, and these grants will likely require GMA approval. Second, entities around the region intend to inform our legislators of those project priorities as well so that they can uniformly advocate in Washington, D.C. and Sacramento for our regional needs. Third, what is not funded by grants and lobbying efforts will need to be raised locally, and the GMA has begun conversations about a replenishment fee, which would attach to the standard pumping fee, in order to spread these costs among all pumpers. To be able to spread those costs, the projects need stakeholder support, so again, it is relevant to draft a list of preferred projects that the region finds most critical.

Calleguas/Met Policy Efforts

Calleguas imports and distributes water from Met. The majority of the water arrives via the State Water Project from northern California to Ventura County. To increase reliability, Calleguas also pumps water from its Las Posas Well Field. As of late, Calleguas has begun a process to consider expanding its role to providing other sources of reliable supplemental water to the region.

Councilmember Perello and Oxnard staff have been active with Calleguas in multiple ways. In the past year, Calleguas has hosted monthly Drought Task Force meetings (geared toward elected officials and high level management across the region) as well as monthly purveyor meetings (targeted toward management and high level operations staff) in unifying our approach to the current drought and opportunities for actions or projects that mitigate the impacts of future droughts. We have not only participated in those meetings, we have advocated zealously for Oxnard's interests in the region. We have supported and continue to support Calleguas and other regional partners' efforts to exert pressure on Met to invest in infrastructure toward and in our County. Oxnard sent our own letter to Met dated August 31, 2022, to request funding to build out the AWPf and more aquifer storage and recovery (ASR) wells, asking Met to consider storing its own water in the Oxnard basin, and encouraging Met to lobby the State to allow faster approvals of indirect potable reuse (IPR),

meaning injecting and storing our recycled water in our groundwater basin. Most recently, Oxnard initiated a County-wide discussion regarding whether there should be regional water infrastructure; Calleguas will now lead this important conversation while Oxnard stays very active in the discussion.

Operation and Expansion of the AWPf and Renewal of the Recycled Water Agreement

On January 13, 2015, the City Council approved the Full Advanced Treatment Recycled Water Management and Use Agreement. That agreement spells out the complex relationship by which the City sells its recycled water to various entities within and outside of the City's boundaries. Since we do not yet have a permit to inject the water into the ground and later extract it with the rest of our groundwater (called indirect potable reuse or IPR), and California does not allow the blending of recycled water with drinking water (called direct potable reuse or DPR), the current uses of this water are limited unless the City wants to invest millions of dollars in infrastructure for other uses (e.g., irrigation of landscape). Since a primary goal is to eventually use the recycled water within Oxnard via IPR or DPR for our own water sources, staff does not recommend investing in special infrastructure but is working on drafting a new recycled water agreement with our customers to replace the existing agreement that will soon terminate.

The City's operational AWPf and the pilot-test Aquifer Storage and Recovery (ASR) Well, which is currently in construction, are key infrastructure components in the realization of IPR, leading to a more drought resistant and reliable water source for the City. A critical policy component to seeing a full realization of the ASR project will involve working with the GMA to identify an accounting program for water injected into the basin, to include unencumbered retrieval of that water for the City's use when needed. The current theoretical capacity of the City's operation AWPf facility is 6.25 million gallons per day (MGD). This equates to 7,000 acre-feet per year. To put that number into perspective, 7,000 acre-feet is 27% of the total water consumed by Oxnard's water customers in Water Year 2021. Within the existing building footprint of the AWPf facility, the first phase of expansion is planned to reach 12.5 MGD (14,000 acre-feet per year). As documented in the City's Urban Water Management Plan, the product water of AWPf with the subsequent injection and retrieval of that water through a permitted IPR process is a crucial component to mitigating drought impacts in the future. As such, working on policies with the GMA to ensure the AWPf and ASR reach their full potential will be a key focus for staff in the coming years.

Water Litigation

The City is currently engaged in two pieces of litigation regarding water issues. First, in response to the Sustainable Groundwater Management Act-State law passed in 2014 that requires stronger oversight of the basin—the GMA in late 2019 adopted groundwater sustainability plans, later approved by the California Department of Water Resources, that require pumpers to extract significantly less water by 2040. To initiate that process, the GMA in 2019 adopted an allocation ordinance that set the initial pumping allowances and intends to engage the stakeholders within the next 6 to 12 months in the rampdown process, meaning how the pumpers will be required to reduce pumping from their initial allocations to the levels needed in 2040. Oxnard sued the GMA on the allocation ordinance because other entities received flexible allocations (on top of their standard pumping allocations) in acknowledgement of their reliance on other water sources, but Oxnard did not receive the same flexibility for its underpumping of the basin due to use of State Water Project (Met) water. The City retained the law firm Meyers Nave to represent it in these proceedings. The City is working to settle this lawsuit to achieve flexibility provided to other entities by the GMA. Trial in this matter is set for June 2023.

Second, a coalition of agricultural pumpers recently initiated litigation to adjudicate the Oxnard Basin. A groundwater adjudication is a legal proceeding whereby pumpers ask a court to better define the rights that various entities have to use groundwater resources. Through this process, a court assigns specific water rights to water users, can limit groundwater pumping by all users, and compels the cooperation of those who might otherwise refuse to limit their pumping of groundwater. Courts have adjudicated 22 basins in California. Such proceedings can take a decade or longer and be incredibly costly. Oxnard also has retained Meyers Nave to represent it in these proceedings, and their attorneys along with our in-house counsel and City staff are working hard to protect Oxnard's water rights.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

There is no financial impact in receiving this report.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on January 24, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Shiri Klima, Deputy City Manager

ATTACHMENTS

1. Presentation

Water Policy and Related Litigation Update

Shiri Klima, Deputy City Manager
City Manager's Office

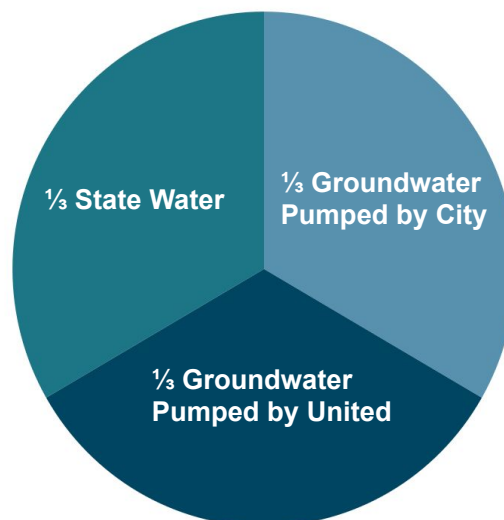
City Council
February 7, 2023



Background

2

- The City serves potable water to more than 43,000 service connections (85% residential)



- Advanced Water Purification Facility (AWPF) produces recycled water sold to agricultural, industrial and the golf course as customers

Goals for Water Reliability and Efficiency:

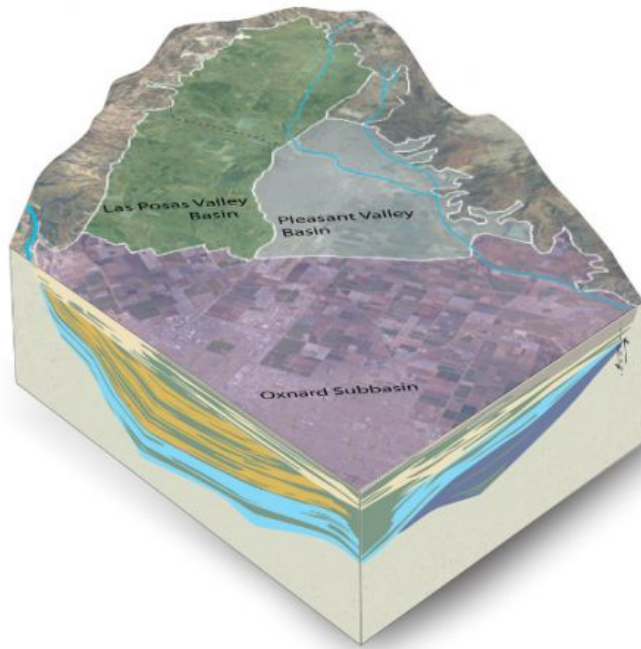
1. Diversify portfolio: State water, groundwater, and recycled water
2. Conjunctive use: managing the various water sources in a coordinated fashion to maximize the yield (and minimize the cost) of the overall water resource

Approach:

1. Advocate for water policies that encourage or incentivize deliveries of recycled water
2. Advocate for water policies that encourage storage, accountability, retrieval and transfer of water stored from ASR and/or recharge operations
3. Advocate for water policies that encourage storage, accountability, retrieval and transfer of water stored from imported water recharge
4. Litigate legal claims to groundwater rights

Goals and Approach

In the past few years, the City has advocated for its interests through the Fox Canyon Groundwater Management Agency, Calleguas and Met as well as meeting with various water partners across the region. More specifically, the City has been engaged in multiple water policy and related litigation efforts, as described more specifically in this report.



- Councilmember Perello sits on GMA Board
- Oxnard is working with the GMA to revise Resolution 2013-02 regarding the Recycled Water Pumping Allocation (RWPA)
- Oxnard has advocated the GMA take a regional approach to State water grants, drafting a list of preferred projects that the region finds most critical to developing new water; this list will also be used for lobbying and determining what to fund locally

Calleguas/Met Policy Efforts

- Support Calleguas expanding its role to providing other sources of reliable supplemental water to the region
- Participate in Drought Task Force meetings (geared toward elected officials and high level management across the region) as well as purveyor meetings (targeted toward management and high level operations staff)



- Staff supported Calleguas and other regional partners' efforts to exert pressure on Met to invest in infrastructure toward and in our County
- Staff sent a letter to Met dated 8/31/22:
 1. To request funding to build out the AWPf and more aquifer storage and recovery (ASR) wells;
 2. Asking Met to consider storing its own water in the Oxnard basin,
 3. Encouraging Met to lobby the State to allow faster approvals of indirect potable reuse (IPR), meaning injecting and storing our recycled water in our groundwater basin

Operation and Expansion of the AWPf and Renewal of the Recycled Water Agreement

8



- January 2015: City Council approved agreement to sell recycled water
- Staff is working on drafting a new recycled water agreement with our customers to replace the existing agreement that will soon terminate
- Staff will also be pursuing a permit to inject water into the ground and later extract it (called indirect potable reuse or IPR)

- Oxnard will need to work with the GMA to identify an accounting program for water injected into the basin, to include unencumbered retrieval of that water for the City's use when needed
- First phase of AWPf expansion: from 6.25 million gallons per day (7,000 acre feet per year) to 12.5 million gallons per day (14,000 acre feet per year)

Litigation

10

The City is currently engaged in two pieces of litigation regarding water issues:

1. *Oxnard v. GMA*
2. Basin adjudication



That the City Council receive and file the Water Policy Report and Update on related Litigation.



Questions?